

PRO FORMA SANITATION ENTERPRISE BUDGET  
FY2019

Salaries and Expenses	1,920,758
Debt Service	40,250
Indirects	441,144
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	2,402,152
Revenues:	
Trash fees	1,589,550
Interest and penalties	8,129
Fees	82,661
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	1,680,340
Shortfall (General Fund subsidy)	(721,812)

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Location	Description	Priority	Value	In-House Skilled Labor	Potential Skilled Labor Dollars	Potential CPC Dollars
Fire Station #1	Replace Roof Top Units	1	\$555,341	No		
Fire Station #1	Repair and Replace Mech. Piping	1	\$99,168	No		
Fire Station #2	Repair and Replace Mech. Piping, Insul and Val.	1	\$78,912	No		
Fire Station #1	Replace Electrical Service / Panelboards	1	\$69,418	No		
Police Station	Replace AHU	2	\$40,000	No		
Fire Station #1	Re-point Brick	1	\$40,000	No		\$ 40,000
Lucius Clapp	Re-point and Repair Masonry	1	\$40,000	No		\$ 40,000
Fire Station #1	Replace Apron at Bays	1	\$35,200	No		
Fire Station #1	Replace Exterior Doors and Frames	2	\$28,800	No		\$ 28,800
Fire Station #1	Replace Brick, Re-point and Insert Expansion Joint	2	\$28,800	No		\$ 28,800
Fire Station #1	Scrape, Repair and Repaint	3	\$24,000	Yes	\$ 24,000	\$ 24,000
Fire Station #1	Enlarge Bay Openings	2	\$24,000	No		
Fire Station #2	Repair Concrete Ramp	1	\$24,000	No		
Town Hall	Add Fire Alarm System Devices	1	\$22,342	No		
Police Station	Replace Wet Ductwork	2	\$16,000	No		
DPW Admin.	Add Fire Alarm System Devices	1	\$13,980	No		
Fire Station #1	Repair Broken Brick and Install Expansion Joints	1	\$12,000	No		\$ 12,000
Fire Station #1	Oil / Water Separator	1	\$12,000	No		
Fire Station #1	Replace Doors and Hardware	1	\$12,000	Yes	\$ 12,000	
Town Hall	Construct AHU Access in Attic	2	\$11,200	Yes	\$ 11,200	
DPW Garage	Install Fire Alarm System Devices	1	\$10,224	No		
Fire Station #1	Repair / Replace Occupancy Sensors	1	\$9,917	Yes	\$ 9,917	
Fire Station #1	Install Fire Alarm System Devices	1	\$9,917	No		
Lucius Clapp	Replace Steel Lintels and Associated Masonry	1	\$8,960	No		\$ 8,960
Fire Station #1	Replace Door Knobs with Lever Types	2	\$8,400	Yes	\$ 8,400	
Fire Station #1	Repair Curbing and Pavement	2	\$8,000	No		
Fire Station #1	Replace Fire Escape Stair	2	\$8,000	No		\$ 8,000
Fire Station #2	Repair Cracks and Curbing at Concrete Walk	2	\$8,000	Yes	\$ 8,000	
Fire Station #2	Repair Cracks in Concrete Floor	2	\$8,000	Yes	\$ 8,000	
Police Station	Repair Cracks in Curbing and Walk	2	\$8,000	Yes	\$ 8,000	
DPW Garage	Replace Exterior Gas Piping	1	\$8,000	No		
Fire Station #2	Install Fire Alarm System Devices	1	\$7,891	No		
Fire Station #1	Install Panic Hardware	1	\$6,480	Yes	\$ 6,480	
Fire Station #1	Replace Roof Ladder	1	\$6,080	No		\$ 6,080
Cedar Hill	Wirebrush, Prime and Repaint	3	\$5,760	Yes	\$ 5,760	
Fire Station #1	Replace HM Frame with Aluminum	1	\$5,600	Yes	\$ 5,600	\$ 5,600
Cedar Hill	Install Sprinkler Escutcheons	1	\$5,600	No		
Fire Station #1	Replace Steel Lintels	1	\$5,120	No		\$ 5,120
Fire Station #1	Provide Exit Signs	1	\$5,000	Yes	\$ 5,000	
Town Hall	Repair Conc. Stair / Paint Rails	2	\$4,800	Yes	\$ 4,800	
DPW Admin.	Install New Carpet	3	\$4,712	No		
DPW Admin.	Re-calibrate/ Replace CO Sensors	2	\$4,194	No		
Fire Station #1	Remove Plywood and Install Window System	2	\$4,160	No		\$ 4,160
Fire Station #1	Replace Windows	2	\$4,160	No		\$ 4,160
Police Station	Repair/ Replace Gutter Transition	1	\$4,000	Yes	\$ 4,000	
Lucius Clapp	Add Fire Alarm System Devices	1	\$3,936	No		
DPW Admin.	Replace Unit Heater Vent Pipe	1	\$3,840	No		
Fire Station #1	Replace Tile Flooring	1	\$3,200	Yes	\$ 3,200	
DPW Garage	Re-calibrate/ Replace CO Sensors	2	\$3,067	No		
Lucius Clapp	Replace Emergency Light Fixtures and Wiring	1	\$2,755	No		
Fire Station #2	Reverse Door Swing and Install New Hardware	1	\$2,640	Yes	\$ 2,640	
Police Station	Remove and Replace Wood Sills	2	\$2,560	Yes	\$ 2,560	



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Location	Description	Priority	Value	In-House Skilled Labor	Potential Skilled Labor Dollars	Potential CPC Dollars
DPW Admin.	Recommend Install Crack Sealant	2	\$2,400	No		
Lucius Clapp	Re-set Granite Stair Treads	2	\$2,400	No		\$ 2,400
Police Station	Repair Leak at Hot Water Pump	1	\$2,400	Yes	\$ 2,400	
Lucius Clapp	Repair Leaks at Hot Water Pumps	1	\$1,920	Yes	\$ 1,920	\$ 1,920
Fire Station #2	Repair Corroded Flanges	1	\$1,600	No		
Lucius Clapp	Reverse Door Swing and Install New Hardware	1	\$1,520	Yes	\$ 1,520	\$ 1,520
Town Hall	Reverse Door Swing/ Install New Hardware	1	\$1,520	Yes	\$ 1,520	
Police Station	Replace Acoustical Ceiling Tile	2	\$1,500	Yes	\$ 1,500	
Lucius Clapp	Re-calibrate/ Replace CO Sensors	2	\$1,181	No		
DPW Garage	Replace Electrical Outlets/ Plates	2	\$1,022	Yes	\$ 1,022	
Cedar Hill	Re-calibrate/ Replace CO Sensors	2	\$840	No		
DPW Garage	Remove Items for Clearance Requirements	2	\$800	Yes	\$ 800	
Fire Station #2	Repair Wall, Repaint and Install Door Stop	2	\$800	Yes	\$ 800	
Fire Station #2	Repair CMU and Repaint	2	\$800	Yes	\$ 800	
Police Station	Repair CMU and Repaint	2	\$800	Yes	\$ 800	
			\$1,399,668		\$142,639	\$221,520



BUILDING	FY 19	FY 20	FY 21	FY 22	FY 23	TOTALS
1 - Town Hall	\$ 26,933	\$ 996,494	\$ 1,584,083	\$ 890,477	\$ 42,180	\$ 3,540,167
2 - Lucius Clapp Building	\$ 76,891	\$ 25,163	\$ 162,185	\$ 212,129	\$ 1,021,670	\$ 1,498,039
3 - DPW Headquarters - Garage	\$ 37,306	\$ 15,543		\$ 3,324,592	\$ 75,302	\$ 3,452,744
4 - Council on Aging	\$ 10,996	\$ 9,504	\$ 200,325	\$ -	\$ 69,197	\$ 290,021
5 - Cedar Hill Golf Course	\$ 9,108	\$ 636,816	\$ -	\$ 161,013	\$ 489,669	\$ 1,296,605
6 - Fire Station #1	\$ 1,068,161	\$ 152,919	\$ 310,892	\$ 485,293	\$ 845,117	\$ 2,862,383
7 - Fire Station #2	\$ 119,886	\$ 67,783	\$ 283,666	\$ 102,609	\$ 13,025	\$ 586,969
8 - Police Station	\$ 66,240	\$ 162,533	\$ 785,241	\$ -	\$ 353,011	\$ 1,367,025
9 - Capen-Reynolds Farmhouse	\$ -	\$ -	\$ -	\$ -	\$ 1,098,725	\$ 1,098,725
10 - Water Treatment Plant	\$ -	\$ 166,560	\$ 68,154	\$ 918,613	\$ 101,760	\$ 1,255,087
11 - O'Donnell Middle School	\$ 12,751	\$ 1,691,712	\$ 3,379,704	\$ 4,419,437	\$ 284,724	\$ 9,788,328
12 - E.A. Jones School	\$ 8,280	\$ 1,471,010	\$ 553,066	\$ 1,335,091	\$ 77,338	\$ 3,444,785
13 - Helen Hansen Elementary School	\$ 31,464	\$ 704,436	\$ 1,063,929	\$ 1,124,071	\$ 272,920	\$ 3,196,821
14 West Elementary School	\$ 7,452	\$ 190,270	\$ 1,782,465	\$ 1,495,730	\$ 221,430	\$ 3,697,346
15 - Joseph R. Dawe Elementary School	\$ 37,260	\$ 544,389	\$ 2,038,090	\$ 2,064,710	\$ 229,469	\$ 4,913,918
16 - Joseph H. Gibbons Elementary School	\$ 37,260	\$ 133,911	\$ 2,287,148	\$ 2,063,693	\$ 207,590	\$ 4,729,602
						\$ -
ANNUAL TOTALS	\$ 1,549,989	\$ 6,969,043	\$ 14,498,947	\$ 18,597,459	\$ 5,403,128	\$ 47,018,566

NOTE: Costs included in this spreadsheet include escalation factors.



STOUGHTON BUILDINGS SEPARATED BY PRIORITIES

	BUILDING	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4	GRANDFATHERED	TOTALS PER BUILDING
1	Town Hall	\$ 26,022	\$ 838,800	\$ 1,245,348	\$ 700,061	\$ 33,160	\$ 2,843,391
2	Lucius Clapp Building	\$ 74,291	\$ 21,181	\$ 127,504	\$ 166,768	\$ 803,200	\$ 1,192,944
3	DPW Headquarters - Garage	\$ 36,044	\$ 13,084	\$ 1,406,205	\$ 1,207,468	\$ 59,200	\$ 2,722,001
4	Council on Aging	\$ 10,624	\$ 8,000	\$ 46,320	\$ 111,168	\$ 54,400	\$ 230,512
5	Cedar Hill Golf Course	\$ 8,800	\$ 536,040	\$ 66,382	\$ 60,200	\$ 384,960	\$ 1,056,382
6	Fire Station #1	\$ 1,032,040	\$ 128,720	\$ 244,412	\$ 381,520	\$ 664,400	\$ 2,451,092
7	Fire Station #2	\$ 115,832	\$ 57,056	\$ 80,667	\$ 223,008	\$ 10,240	\$ 486,804
8	Police Station	\$ 64,000	\$ 136,812	\$ 149,014	\$ 468,314	\$ 159,600	\$ 977,740
9	Capen-Reynolds Farmhouse	\$ -	\$ -	\$ 863,778	\$ -	\$ -	\$ 863,778
10	Water Treatment Plant	\$ -	\$ 140,202	\$ 53,580	\$ 722,180	\$ 80,000	\$ 995,962
11	O'Donnell Middle School	\$ 12,320	\$ 1,424,000	\$ 2,657,000	\$ 3,474,400	\$ 223,840	\$ 7,791,560
12	E.A. Jones School	\$ 8,000	\$ 1,238,224	\$ 434,800	\$ 1,049,600	\$ 60,800	\$ 2,791,424
13	Helen Hansen Elementary School	\$ 30,400	\$ 592,959	\$ 836,422	\$ 883,704	\$ 214,560	\$ 2,558,046
14	West Elementary School	\$ 7,200	\$ 160,160	\$ 1,401,309	\$ 1,175,888	\$ 174,080	\$ 2,918,637
15	Joseph R. Dawe Elementary School	\$ 36,000	\$ 458,240	\$ 1,602,272	\$ 1,623,200	\$ 180,400	\$ 3,900,112
16	Joseph H. Gibbons Elementary School	\$ 36,000	\$ 112,720	\$ 1,798,072	\$ 1,622,400	\$ 163,200	\$ 3,732,392
TOTALS PER PRIORITY		\$ 1,497,574	\$ 5,866,198	\$ 13,013,086	\$ 13,869,878	\$ 3,266,040	\$ 37,512,776

TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Town Hall (A)				
Item Number	Description	Value	Fiscal Year	Notes
1	Install Panic Bar	2,160		
3	Reverse Door Swing/ Install New Hardware	1,520		
58	Add Fire Alarm System Devices	22,342		
16	Replace Windows and Doors	0		
17	Replace Wood Trim Around Windows and Doors	0		\$ 26,022
2	Install Ventilation Hood	4,000		
7	Install High Visibility Tape	400		
18	Repair Conc. Stair/ Paint Rails	4,800		
19	Re-point/ Repair Masonry	40,000		
20	Repair Concrete	16,000		
21	Replace Broken Brick/ Reset Granite Cap	40,000		
45	Construct AHU Access In Attic	11,200		
47	Install Acoustical Plaster Treatment	179,200		
48	Install Stretch Fabric to ceiling	243,200		
49	Ceilings and Associated Lighting	300,000		\$ 838,800
S1	Recommend Install Crack Sealant	240		
S2	Mill and Overlay Parking Lot	100,000		
S3	Provide Stormwater Upgrades	90,000		
S10	Upgrade Drainage Structure	640,000		
32	Pressure Clean to Remove Efflorescence	12,000		
33	Install New Door, Frame and Threshold	2,880		
34	Replace Acoustical Ceiling Tiles	5,928		
35	Repair and Paint	134,054		
36	Remove Ceiling replace with New ACT	5,400		
37	Install New Carpet	3,900		
67	Repair and Replace Pipe Insulation	8,000		
68	Replace Fan Coil Units	6,400		
69	Replace AHU	40,000		
70	Replace Pneumatic System	196,546		\$ 1,245,348
6	Replace Door Knobs with Lever Type	8,960		
50	Upgrade Exterior Lighting with LED	32,000		
51	Upgrade Interior Lighting with LED	312,794		
52	Upgrade Lighting Controls	55,856		
53	Upgrade HVAC Controls	178,739		
59	New/ Upgrade Security System	111,712		\$ 700,061
5	Install Pipe Insulation Below Sink	360		
8	Modify Service Counters	16,000		
9	Modify Sinks and Fixtures	9,600		
10	Widen Open and Install New Door	7,200		\$ 33,160

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Total	\$ 2,843,391
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

**Lucius Clapp (B)**

Item Number	Description	Value	Fiscal Year	Notes
3	Reverse Door Swing and Install New Hardware	1,520		
19	Re-point and Repair Masonry	40,000		
31	Replace Steel Lintels and Associated Masonry	8,960		
55	Repair Leaks at Hot Water Pumps	1,920		
56	Replace Non ADA Sinks	7,200		
57	Replace Exterior Gas Piping	8,000		
58	Add Fire Alarm System Devices	\$ 3,936		
60	Replace Emergency Light Fixtures and Wiring	\$ 2,755		
16	Replace Windows and Doors	\$		\$ 74,290
4	Remove Items for Clearance Requirements	\$ 1,600		
20	Repair Concrete	\$ 16,000		
22	Re-set Granite Stair Treads	\$ 2,400		
65	Re-calibrate/ Replace CO Sensors	\$ 1,181		\$ 21,180
26	Scrape and Repaint	\$ 3,840		
27	Wirebrush, Prime and Repaint	\$ 1,920		
35	Repair and Paint	\$ 23,616		
37	Install New Carpet	\$ 1,664		
38	Repair Marble Stair	\$ 4,800		
39	Install Epoxy Flooring	\$ 11,664		
71	Replace Existing Boiler	\$ 80,000		\$ 127,504
6	Replace Door Knob with Lever Type	\$ 6,720		
50	Upgrade Exterior Lighting with LED	\$ 32,000		
51	Upgrade Interior Lighting with LED	\$ 55,104		
52	Upgrade Lighting Controls	\$ 9,840		
53	Upgrade HVAC Controls	\$ 31,488		
59	New/ Upgrade Security System	\$ 19,680		
61	Provide Additional Electrical Outlets	\$ 3,936		
72	Replace/ Clean Existing Cast Iron Radiators	\$ 8,000		\$ 166,768
11	Install ADA Compliant Ramp	\$ 160,000		
12	Modify Handrails	\$ 43,200		
13	Modify Restrooms	\$ 80,000		
14	Install Elevator or Lift	\$ 20,000		\$ 803,200

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Total	\$ 1,192,944
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

DPW - Administration (C1)				
Item Number	Description	Value	Fiscal Year	Notes
58	Add Fire Alarm System Devices	13,980		
73	Replace Unit Heater Vent Pipe	1,849		
4	Remove Items for Clearance Requirements	1,600		
S1	Recommend Install Crack Sealant	2,400		
65	Re-calibrate/ Replace CO Sensors	4,194		
S2	Mill and Overlay Parking Lot	216,000		
S3	Provide Stormwater Upgrades	150,000		
S10	Upgrade Drainage Structure	320,000		
23	Repair and Paint CMU	39,014		
24	Remove and Replace Doors	8,640		
25	Repair Bay Openings	48,000		
26	Scrape and Repaint	39,014		
34	Replace Acoustical Ceiling Tiles	1,104		
35	Repair and Paint	83,880		
37	Install New Carpet	4,742		
40	General Cleaning	20,970		
41	Install New VCT	960		
66	CUH along Perimeter Wall	4,000		
50	Upgrade Exterior Lighting with LED	32,000		
51	Upgrade Interior Lighting with LED	195,720		
53	Upgrade HVAC Controls	111,840		
59	New Upgraded Security System	69,900		
64	Replace Roof Top Units	419,400		
9	Modify Sinks and Fixtures	4,800		
12	Modify Handrails	7,200		

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Total	\$ 1,803,199
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

DPW - Garage (C2)				
Item Number	Description	Value	Fiscal Year	Notes
57	Replace Exterior Gas Piping	8,000		
58	Install Fire Alarm System Devices	10,224		\$ 18,224
4	Remove Items for Clearance Requirements	800		
62	Replace Electrical Outlets/ Plates	1,022		
65	Re-calibrate/ Replace CO Sensors	3,067		\$ 4,890
24	Remove and Replace Doors	14,400		
27	Wirebrush, Prime and Repaint	60,480		
28	Install Weather Stripping	2,400		
34	Replace Acoustical Ceiling Tiles	6,000		
39	Install Epoxy Flooring	368,064		
40	General Cleaning	15,336		
42	Install New VCT	3,200		\$ 469,880
49	New 26,000 LBS. Vehicle Lift	45,000		
50	Upgrade Exterior Lighting with LED	32,000		
51	Upgrade Interior Lighting with LED	143,136		
52	Upgrade Lighting Controls	25,560		
53	Upgrade HVAC Controls	81,792		
59	New/ Upgrade Security System	51,120		\$ 378,608
9	Modify Sinks and Fixtures	7,200		
13	Modify Restrooms	40,000		\$ 47,200

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Total	\$ 918,802
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DRUMMEY ROSANE ANDERSON, INC

Council on Aging (D)				
Item Number	Description	Value	Fiscal Year	Notes
54	Install Sprinkler Escutcheons	\$ 10,624		\$ 10,624
63	Repair Damaged Site Lighting	\$ 8,000		\$ 8,000
51	Recommend Install Crack Sealant	\$ 2,400		
29	Remove and Re-Install Shingles	\$ 800		
34	Replace Acoustical Ceiling Tiles	\$ 480		
35	Repair and Paint	\$ 31,872		
40	General Cleaning	\$ 7,968		
43	Painting (General Maintenance)	\$ 2,800		\$ 46,320
50	Upgrade Exterior Lighting with LED	\$ 32,000		
51	Upgrade Interior Lighting with LED	\$ 74,368		
74	Repair Damaged Piping and Wiring	\$ 4,800		\$ 111,168
9	Modify Sinks and Fixtures	\$ 9,600		
54	Replace Conc. Curb and Repair Cape Cod Berm	\$ 44,800		\$ 54,400

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Total	\$ 230,512
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Cedar Hill Golf Club (E)				
Item Number	Description	Value	Fiscal Year	Notes
S6	Fill Holes in Asphalt Parking Area	3,200		
54	Install Sprinkler Escutcheons	5,600		\$ 8,800
S1	Recommend Installing Crack Sealant	1,200		
S3	Provide Stormwater Upgrades	150,000		
S5	Full Parking Lot Reconstruction	384,000		
65	Re-calibrate/ Replace CO Sensors	840		\$ 536,040
26	Scrape and Repaint	4,080		
27	Wirebrush, Prime and Repaint	5,760		
30	Install Drain Extension	4,000		
34	Replace Acoustical Ceiling Tile	24,576		
37	Install New Carpet	16,786		
41	Install New VCT	6,448		
44	Strip and Refinish Wood Floors	4,733		\$ 66,382
51	Upgrade Interior Lighting with LED	39,200		
52	Upgrade Lighting Controls	7,000		
59	New/ Upgrade Security System	14,000		\$ 60,200
6	Replace Door Knobs with Lever Types	1,120		
9	Modify Sinks and Fixtures	4,800		
15	Modify Shower	4,000		
S7	Install Guardrail Along Edge of Park	23,040		
S8	Repair Pond Erosion	8,000		
S9	Upgrade Curbing and Repaving	320,000		
S11	Septic Inspection/ New Grease Trap	24,000		\$ 384,960

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Total	\$ 1,056,382
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Fire Station #1 (F)				
Item Number	Description	Value	Fiscal Year	Notes
1	Install Panic Hardware	6,480		
2	Remove Items for Clearance Requirements	320		
3	Remove Gas Grill from Roof Deck	160		
S6	Replace Apron at Bays	35,200		
S8	Upgrade Sewer System Connections	32,000		
S9	Upgrade Stormwater Drainage System	152,000		
24	Re-point Brick	40,000		
26	Replace Roof Ladder	6,000		
38	Replace Steel Lintels	5,120		
41	Replace Tile Flooring	3,200		
42	Replace Doors and Hardware	12,000		
43	Repair Wall, Repaint and Install Door Stop	385		
44	Replace HM Frame with Aluminum	5,000		
46	Relocate Item Blocking Area	320		
48	Repair Broken Brick and Install Expansion Joints	12,000		
77	Install Fire Alarm System Devices	9,917		
83	Provide Exit Signs	5,000		
84	Repair/ Replace Occupancy Sensors	9,917		
85	Replace Electrical Service / Panelboards	69,418		
90	Replace Roof Top Units	555,341		
93	Repair and Replace Mech. Piping	99,168		\$ 1,020,040
S4	Repair Curbing and Pavement	8,000		
13	Replace Door Knobs with Lever Types	8,400		
14	Modify Sinks and Showers	14,400		
25	Replace Fire Escape Stair	8,000		
27	Replace Exterior Doors and Frames	28,800		
28	Replace Windows	4,160		
29	Remove Plywood and Install Window System	4,160		
31	Replace Brick, Re-point and Insert Expansion Joint	28,800		
39	Enlarge Bay Openings	24,000		\$ 128,720
S2	Crack Seal	240		
S7	Replace Pavement Around Building	49,920		
S12	Oil/ Water Separator	12,000		
30	Clean Concrete	4,800		
40	Replace Acoustical Ceiling Tiles	700		
45	Scrape, Repair and Repaint	24,000		
47	Clean and Repaint	16,000		
64	Provide NFPA 13 Sprinkler Sys.	148,752		\$ 256,412
60	Upgrade Exterior Lighting with LED	16,000		
61	Upgrade Interior Lighting with LED	138,835		
62	Upgrade Lighting Controls	29,750		
63	Upgrade HVAC Controls	79,334		
67	Replace Non-ADA Sinks	48,000		
69	Repair Floor Drains	8,000		
70	Provide Overflow Roof Drains	48,000		
71	Replace urinals and Water Closets	4,800		
72	Install Sensor Faucets and Flush Valves	8,800		\$ 381,520
9	Install ADA Compliant Ramp	30,000		
10	Install Accessible Counter or Window	4,000		
11	Modify or Install Compliant Handrails	14,400		
12	Install Elevator or Lift	560,000		
15	Modify Restrooms	32,000		
17	Modify Exterior Stairs and Handrails	24,000		\$ 664,400

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Total	\$ 2,451,092
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Fire Station #2 (G)				
Item Number	Description	Value	Fiscal Year	Notes
4	Reverse Door Swing and Install New Hardware	2,600		
32	Repair Concrete Ramp	24,000		
65	Repair Corroded Flanges	1,600		
77	Install Fire Alarm System Devices	7,894		
81	Replace Existing Electrical Outlets	789		
93	Repair and Replace Mech. Piping, Insul and Val.	78,912		115,882
S2	Repair Cracks and Curbing at Concrete Walk	8,000		
43	Repair Wall, Repaint and Install Door Stop	800		
49	Repair Cracks In Concrete Floor	8,000		
52	Repair CMU and Repaint	800		
78	Upgrade Security System	39,456		57,056
S6	Replace Pavement Around Building	33,280		
40	Replace Acoustical Ceiling Tiles	40		
51	Repair and Paint	47,347		80,667
50	Install Rubber Flooring	9,728		
60	Upgrade Exterior Lighting with LED	16,000		
61	Upgrade Interior Lighting with LED	110,477		
62	Upgrade Lighting Controls	23,674		
63	Upgrade HVAC Controls	63,130		223,008
5	Modify Sink Casework	4,000		
11	Modify or Install Handrails	2,400		
16	Install 12" Extensions to Handrails	3,840		10,240

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Total	486,804
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Police Station (H)				
Item Number	Description	Value	Fiscal Year	Notes
18	Repair Concrete Stairs	19,200		
19	Repair Roof Leak	32,000		
21	Replace Missing Downspouts	2,400		
22	Remove and Redirect Existing Downspout	4,000		
23	Repair/ Replace Gutter Transition	4,000		
66	Repair Leak at Hot Water Pump	2,400		64,000
1	Install Panic Hardware	2,160		
2	Remove Items for Clearance Requirements	320		
6	Insulate Piping Below Sink	720		
S2	Repair Cracks in Curbing and Walk	8,000		
S3	Repair Curbing and Pavement	16,000		
S10	Reset Wheel Stops	352		
20	Clean Exterior of Building	48,000		
40	Replace Acoustical Ceiling Tile	1,500		
52	Repair CMU and Repaint	800		
53	Reorganize Space to Allow Access	400		
54	Remove and Replace Wood Sills	2,560		
87	Replace Wet Ductwork	16,000		
95	Replace AHU	40,000		136,812
45	Scrape, Repair and Repaint	800		
51	Repair an Repaint	100,214		
73	Peplace Water Heater	48,000		149,014
8	Provide Cane Detection	7,040		
60	Upgrade Exterior Lighting with LED	16,000		
61	Upgrade Interior Lighting with LED	233,834		
67	Replace Sink Fixtures	134,400		
70	Provide Overflow Roof Drain	48,000		
72	Install Sensor Faucets and Flush Valves	29,040		
S10	Repair Water Leak	0		468,314
5	Modify Sink Casework	4,000		
7	Modify Door for Pull Clearance	5,600		
S8	Upgrade Stormwater Drainage System	150,000		159,600

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Total	977,740
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Capen-Reynolds (I)				
Item Number	Description	Value	Fiscal Year	Notes
36	New Exterior Envelope Superstructure	\$ 209,600		
37	Foundation Structural Repair	\$ 56,000		
57	All New Interior Finishes	\$ 400,000		
60	Upgrade Exterior Lighting with LED	\$ 16,000		
61	Upgrade Interior Lighting with LED	\$ 29,344		
62	Upgrade Lighting Controls	\$ 6,288		
63	Upgrade HVAC Controls	\$ 16,768		
64	Provide NFPA 13 Sprinkler Sys.	\$ 31,440		
74	New Plumbing System	\$ 54,496		
81	Replace Existing Electrical Outlet	\$ 210		
85	Replace Electrical Service/ Panelboard	\$ 14,672		
89	Replace Domestic Water Heater	\$ 8,000		
93	Repair and Replace Mech. Piping, Insul and Val.	\$ 20,960		
				\$ 863,778
				\$

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Total	\$ 863,778
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

**Pratts Court - Water Treatment Plant (J)**

Item Number	Description	Value	Fiscal Year	Notes
4	Reverse Door Swing and Install Panic Hardware	\$ 2,640		
13	Replace Door Knobs with Lever Types	\$ 560		
18	Repair Concrete Stair	\$ 19,200		
33	Repair Spalling Concrete	\$ 24,000		
34	Repair Damaged EIFS	\$ 16,000		
35	Repair Concrete at Loading Dock	\$ 12,000		
49	Repair Cracks in Concrete Floor	\$ 8,000		
55	Clean and Degrease Floors	\$ 39,283		
75	Relocate Domestic Water Service Piping	\$ 16,000		
77	Add Fire Alarm System Devices	\$ 2,519		\$ 140,202
52	Repair Cracks in Curbing And Walk	\$ 8,000		
40	Replace Acoustical Ceiling Tiles	\$ 780		
45	Scrape, Repair and Repaint	\$ 800		
56	Install New Pipe Insulation	\$ 4,000		
88	Replace Indoor AHU	\$ 40,000		\$ 53,580
56	Replace Pavement Around Building	\$ 457,600		
58	Upgrade Stormwater Drainage System	\$ 112,000		
59	New Paved Entrance Apron	\$ 16,000		
60	Upgrade Exterior Lighting with LED	\$ 16,000		
61	Upgrade Interior Lighting with LED	\$ 35,269		
62	Upgrade Lighting Controls	\$ 7,558		
63	Upgrade HVAC Controls	\$ 20,154		
70	Provide Overflow Roof Drains	\$ 48,000		
71	Replace Urinals and Waterclosets	\$ 4,800		
76	Replace Lavatories	\$ 4,800		\$ 722,180
15	Modify Restroom to Comply	\$ 32,000		
17	Modify Exterior Stairs and Handrails	\$ 48,000		\$ 80,000

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Total	\$ 995,962
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

O'Donnel Middle School (K)				
Item Number	Description	Value	Fiscal Year	Notes
1	Remove Items for Clearance Requirements	320		
3	Remove or Modify Terrazzo Treads	2,400		
28	Patch and Repair Spalling Concrete	9,600		12,320
2	Install Handrails/ Guardrails	20,000		
4	Modify Handrails and Guardrails	12,000		
15	Modify to Meet Push/ Pull Clearances	5,600		
17	Insulate Exposed Pipe Below Sinks	2,240		
29	Remove Vents and Replace with New	96,000		
30	Replace Windows	616,000		
31	Replace Window Walls and Doors	96,000		
33	Replace Doors and Frames	22,400		
42	Install Aluminum Nosing	1,600		
43	Install New Carpet	14,400		
44	Repair Stucco and Paint	4,000		
47	Replace Damaged VCT	179,200		
53	Patch Concrete and Install Threshold	5,760		
54	Install Missing Pipe Insulation	3,200		
68	Install Fire Alarm System Devices	115,200		
69	Provide New CO Sensors	230,400		1,424,000
45	Replace Acoustical Ceilings	32,200		
46	Replace Wood Doors and Frames	70,720		
48	Replace Casework	112,000		
50	Install Missing Base and Clean Floors	800		
51	Repair Terrazzo Floor	32,000		
52	Scape, Prime and Paint	1,600		
70	Replace Electrical Infrastructure	1,152,000		
73	Replace Cast Iron Boilers	334,080		
74	Replace Indoor AHU	230,400		
75	Remove and Replace Unit Vents	691,200		2,657,000
51	Replace Damaged Asphalt Curbs	3,600		
32	Clean Brick and Masonry	8,000		
38	Re-point Brick	3,200		
49	Replace White Boards	3,600		
63	Upgrade Interior Lighting with LED	1,612,800		
64	Upgrade Lighting Controls	345,600		
65	Upgrade HVAC Controls	921,600		
71	Provide Additional Security System Components	576,000		3,474,400
8	Modify Restrooms to Comply	80,000		
9	Replace Door Knobs with Lever Types	1,120		
10	Modify Sinks to Comply	52,800		
12	Modify Handrails and Guardrails	11,520		
13	Install ADA Compliant Pulls	22,400		
14	Remove Lockers to Allow Pull Clearance	48,000		
23	Modify Circulation Desk	8,000		223,840

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Total	7,791,560
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

E.A. Jones School (L)				
Item Number	Description	Value	Fiscal Year	Notes
5	Repair Concrete at Ramp	\$ 8,000		\$ 8,000
2	Install Handrails and Guardrails	\$ 8,000		
15	Modify to Allow Push/ Pull Clearances	\$ 5,600		
17	Insulate Exposed Pipe Below Sink	\$ 560		
29	Remove Vents and Replace with New	\$ 60,000		
33	Replace Doors and Frames	\$ 50,400		
34	Repair Concrete and Install Bumpers	\$ 8,000		
35	Scrape, Prime and Paint	\$ 800		
43	Install New Carpet	\$ 21,600		
53	Patch Concrete and Install Threshold	\$ 9,600		
55	Repair Cracks In CMU, Cut Expansion Joints, Paint	\$ 32,000		
56	Repair wood Gym Floor	\$ 32,000		
66	Provide NFPA 13 Sprinkler System	\$ 852,960		
72	Install Voice Evacuation System	\$ 48,000		
73	Replace Cast Iron Boiler	\$ 100,224		
74	Replace Indoor AHU	\$ 69,120		
75	Remove and Replace Unit Vent	\$ 207,360		
76	Replace Existing Steam Heating	\$ 32,000		\$ 1,238,224
45	Replace Acoustical Ceiling Tiles	\$ 18,000		
47	Replace Damaged VCT	\$ 112,000		
48	Replace Casework	\$ 208,000		
52	Scrape, Prime and Paint	\$ 27,200		
57	Replace Auditorium Seating	\$ 69,600		\$ 434,800
32	Clean Brick and Masonry	\$ 6,400		
36	Clean Stucco and Pre-cast Concrete	\$ 6,400		
63	Upgrade Interior Lighting with LED	\$ 483,840		
64	Upgrade Lighting Controls	\$ 103,680		
65	Upgrade HVAC Controls	\$ 276,480		
71	Provide Additional Security System Components	\$ 172,800		\$ 1,049,600
10	Modify Sinks to Comply	\$ 52,800		
21	Install ADA Handrails	\$ 8,000		
80	Abate Pipe Insulation	\$ -		
82	Abate 12x12 Vinyl Tile	\$ -		
83	Abate 9x9 Vinyl Tile	\$ -		
84	Abate Sink Under Coating	\$ -		\$ 60,800

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Total	\$ 2,791,424
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Helen Hansen Elementary School (M)				
Item Number	Description	Value	Fiscal Year	Notes
28	Patch and Repair Spalling Concrete	19,200		
37	Replace Panel Above Window	8,000		
38	Re-point Brick	3,200		
15	Modify to Allow Push/ Pull Clearances	16,000		
51	Replace Damaged Asphalt Curbs	17,280		
66	Provide NFPA 13 Sprinkler System	471,309		
68	Install Fire Alarm System Devices	29,457		
69	Provide New CO Sensors	58,914		
45	Replace Acoustical Ceiling Tile	12,600		
47	Replace Damaged VCT	165,600		
70	Replace Electrical Infrastructure	294,568		
74	Replace Indoor AHU	58,914		
75	Remove and Replace Unit Vents	176,741		
77	Insulate Piping In Boiler Room	8,000		
78	Remove and Replace Boiler	120,000		
63	Upgrade Interior Lighting with LED	412,395		
64	Upgrade Lighting Controls	88,370		
65	Upgrade HVAC Controls	235,654		
71	Provide Additional Security System Components	147,284		
10	Modify Sink to Comply	148,800		
12	Modify Handrail/ Install 12" Extensions	5,760		
21	Install ADA Handrails	20,000		
23	Verify Slope of Ramp and Modify	40,000		
79	Abate Cementitious Fitting Insulation	0		
80	Abate Pipe Insulation	0		
82	Abate 12x12 Vinyl Tile	0		
83	Abate 9x9 Vinyl Tile	0		
84	Abate Sink Under Coating	0		
85	Abate Freezer Ceiling Material	0		

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Total	2,558,046
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

**West Elementary School (N)**

Item Number	Description	Value	Fiscal Year	Notes
28	Patch and Repair Spalling Concrete	\$ 7,200		
4	Modify Guardrails and Handrails	\$ 12,000		
7	Install High Visibility Tape	\$ 560		
15	Modify to Allow Push/ Pull Clearances	\$ 11,200		
29	Remove Vents and Replace	\$ 40,000		
35	Scrape, Prime and Paint	\$ 2,000		
39	Repair Brick and Re-point	\$ 6,400		
58	Remove and Replace Damaged Vents	\$ 16,000		
59	Install New Door, Frame and Threshold	\$ 19,200		
60	Replace Damaged Glazed Block	\$ 4,800		
72	Install Voice Evacuation System	\$ 48,000		
43	Install New Carpet	\$ 28,800		
45	Replace Acoustical Ceiling Tiles	\$ 13,200		
46	Replace Wood Doors, Frames and Hardware	\$ 13,600		
47	Replace Damaged VCT	\$ 228,800		
48	Replace Casework	\$ 320,000		
70	Replace Electrical Infrastructure	\$ 381,296		
73	Replace Cast Iron Boilers	\$ 110,576		
74	Replace Indoor AHU	\$ 76,259		
75	Remove and Replace Unit Vents	\$ 228,778		
32	Clean Brick and Masonry	\$ 2,400		
33	Replace Doors and Frames	\$ 22,400		
36	Clean Stucco and Pre-cast Concrete	\$ 7,200		
63	Upgrade Interior Lighting with LED	\$ 533,814		
64	Upgrade Lighting Controls	\$ 114,389		
65	Upgrade HVAC Controls	\$ 305,037		
71	Provide Additional Security System Components	\$ 190,648		
9	Replace Door Knobs with Lever Types	\$ 7,840		
10	Modify Sinks to Comply	\$ 124,800		
18	Modify Service Window to Be ADA Compliant	\$ 10,400		
21	Install ADA Handrails	\$ 24,000		
22	Provide Cane Detection	\$ 7,040		
80	Abate Pipe Insulation	\$ -		
81	Abate Flue Breaching Insulation	\$ -		
83	Abate 9x9 Vinyl Tile	\$ -		
84	Abate Sink Under Coating	\$ -		
85	Abate Freezer Ceiling Material	\$ -		
				\$ 1,401,309
				\$ 1,175,888
				\$ 174,080

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Total	\$ 2,918,637
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

Joseph R. Dawe Elementary School (O)

Item Number	Description	Value	Fiscal Year	Notes
40	Repair and Paint Damaged EIFS	\$ 36,000		\$ 36,000
4	Modify Guardrail and Handrails	\$ 24,000		
15	Modify to Allow Push/ Pull Clearances	\$ 26,400		
41	Replace Loading Dock Bumpers and Repair Conc.	\$ 12,000		
47	Replace Damaged VCT	\$ 201,600		
55	Repair Cracks In CMU, Cut Expansion Joints	\$ 12,800		
60	Replace Damaged Glazed Block	\$ 4,800		
61	Remove Carpet and Install New	\$ 14,400		
68	Add Fire Alarm System Devices	\$ 54,080		
69	Provide New CO Sensors	\$ 108,160		\$ 458,240
45	Replace Acoustical Ceiling Tiles	\$ 72,000		
48	Replace Casework	\$ 400,000		
70	Replace Electrical Infrastructure	\$ 540,800		
73	Replace Cast Iron Boilers	\$ 156,832		
74	Replace Indoor AHU	\$ 108,160		
75	Remove and Replace Unit Vents	\$ 324,480		\$ 1,602,272
32	Clean Brick and Masonry	\$ 800		
63	Upgrade Interior Lighting with LED	\$ 757,120		
64	Upgrade Lighting Controls	\$ 162,240		
65	Upgrade HVAC Controls	\$ 432,640		
71	Provide Additional Security System Components	\$ 270,400		\$ 1,623,200
10	Modify Sinks to Comply	\$ 153,600		
21	Install ADA Handrails	\$ 12,000		
26	Install Grab Bars and Pipe Insulation	\$ 2,800		
27	Modify Loading Dock, Stairs and Handrails	\$ 12,000		
79	Abate Cementitious Fitting Insulation	\$ -		
80	Abate Pipe Insulation	\$ -		
81	Abate Flue Breaching Insulation	\$ -		
82	Abate 12x12 Vinyl Tile	\$ -		
84	Abate Sink Under Coating	\$ -		
85	Abate Freezer Ceiling Material	\$ -		\$ 180,400

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Total	\$ 3,900,112
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TOWN WIDE FACILITIES MASTER PLAN REPORT  
STOUGHTON, MA

**Joseph H. Gibbons Elementary School (P)**

Item Number	Description	Value	Fiscal Year	Notes
40	Repair and Paint Damaged EIFS	\$ 38,000		\$ 38,000
7	Install High Visibility Tape	\$ 560		
15	Modify to Allow Push/ Pull Clearances	\$ 22,400		
17	Insulate Exposed Pipe Below Sink	\$ 4,480		
41	Replace Loading Dock Bumpers and Repair Conc.	\$ 12,000		
55	Repair Cracks In CMU, Cut Expansion Joints	\$ 19,200		
68	Add Fire Alarm System Devices	\$ 54,080		\$ 112,720
45	Replace Acoustical Ceiling Tiles	\$ 63,000		
47	Replace Damaged VCT	\$ 172,800		
48	Replace Casework	\$ 432,000		
70	Replace Electrical Infrastructure	\$ 540,800		
73	Replace Cast Iron Boilers	\$ 156,832		
74	Replace Indoor AHU	\$ 108,160		
75	Remove and Replace Unit Vents	\$ 324,480		\$ 1,798,072
63	Upgrade Interior Lighting with LED	\$ 757,120		
64	Upgrade Lighting Controls	\$ 162,240		
65	Upgrade HVAC Controls	\$ 432,640		
71	Provide Additional Security System Components	\$ 270,400		\$ 1,622,400
10	Modify Sinks to Comply	\$ 139,200		
21	Install ADA Handrails	\$ 12,000		
27	Modify Loading Dock, Stairs and Handrails	\$ 12,000		
79	Abate Cementitious Fitting Insulation	\$ -		
80	Abate Pipe Insulation	\$ -		
82	Abate 12x12 Vinyl Tile	\$ -		
85	Abate Freezer Ceiling Material	\$ -		
86	Abate Fire Doors	\$ -		\$ 163,200

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Total	\$ 3,732,392
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**TRANSPORTATION ENGINEERING SERVICES FOR FINAL DESIGN OF  
TOSCA DRIVE, CENTRAL STREET AND CANTON STREET (RT 27)  
INTERSECTION**

**BACKGROUND**

As identified in the Town of Stoughton Master Plan, studies by the Old Colony Planning Council, MassDOT and the OCMPO Regional Transportation Plan, poor alignment, poor sight lines and long delays on side street approaches presently exist at the intersection of Tosca Drive, Central Street and Canton Street. These previous studies have all recommended signalization of the intersection to improve safety and Level of Service for vehicles, pedestrians and cyclists travelling through the intersection.

Construction of this project has been programmed into the MassDOT Transportation Improvement Program (TIP) for the year 2022. Construction cost of the project at this time is estimated to be approximately \$2.67 million dollars. In order to be eligible for this funding, the project must be fully designed and permitted. The design and permitting must be funded by the municipality.

The Town's Traffic consultant has previously prepared 25% design plans for the proposed improvements, which include geometric modifications to the three approaches, the installation of modern signalization and enhancements to the adjacent public park.

This Article is necessary to fund the remaining design and permitting of the project, as required through the MassDOT TIP. It should also be noted that we anticipate the Town will receive a \$100,000 payment from the developer of the Taj Estates residential development this calendar year, which may be used to defer the design cost of this project.

**PROJECTED USE OF REQUESTED FUNDS**

- Consultant coordination with MassDOT to address comments on previously submitted 25% Design Plans to be incorporated into 75% and 100% Design Plans.
- Development of 75% and 100% Design Plans including: utility coordination, horizontal and vertical design geometrics, traffic and guide signs, pavement markings, right of way plans and all other aspects associated with preparation of final approved plans to complete the project.
- Preparation of construction documents (plans, specifications and estimate) for Public Bid.
- Construction bidding administrative services.
- Construction engineering services including shop drawing review, field visits and advice and signal inspection and fine tuning.

**COST**

The estimated cost for the coming fiscal year is \$275,000.

## PROPOSED ARTICLE FOR 2018 TOWN MEETING

ARTICLE \_\_

(ID \_\_)

### TRANSPORTATION ENGINEERING SERVICES FOR FINAL DESIGN OF TOSCA DRIVE, CENTRAL STREET AND CANTON STREET (RT 27) INTERSECTION

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, if any, and/or borrow a sufficient sum of money to continue services with our Consultant to provide engineering analysis, design and surveying services as needed, to produce final design plans and construction documents, provide construction administration services, and acquire land and/or easements, if necessary, for the purposes of developing Final Design Plans and Documents needed for the project.

*Requested funds = \$275,000*

Petitioner: Board of Selectmen  
Requested by Craig Horsfall, Interim Town Engineer



**PROPOSED ARTICLE FOR 2018 TOWN MEETING**

**SUPPORTING DOCUMENTATION FOR**  
**TRANSPORTATION ENGINEERING SERVICES FOR**  
**FINAL DESIGN OF TOSCA DRIVE, CENTRAL STREET**  
**AND CANTON STREET (RT 27) INTERSECTION**

**(SEE ATTACHED)**



Ref. MAX-2014028.17

December 22, 2017

Mr. Marc J. Tisdelle, P.E., Town Engineer  
Stoughton Town Hall  
Engineering Department, 2<sup>nd</sup> floor  
10 Pearl Street  
Stoughton, MA 02072

**SUBJECT: Stoughton - Tosca Drive at Central Street and Route 27 (Canton Street)**  
**Scope and Fee - Phase II - From 75% Design Through Construction**  
**Project No. 608279**  
**Task Order No. 17 – Amendment 1**

Dear Mr. Tisdelle:

As requested, *Greenman-Pedersen, Inc. (GPI)* is pleased to submit this original and one (1) copy of our Letter of Understanding (LOU) to undertake the additional design services in accordance with MassDOT's Standards for developing construction documents for advertising under the state's TIP. The Scope of Services for the 25% Design was approved on February 3, 2017. GPI will be responsible for the remainder of the project's design phases through construction.

#### **SECTION 1. – Scope of Services**

The services to be provided for this Task Order are set forth in the attached MassDOT Standard Tasks - Scope of Services.

#### **SECTION 2. – Schedule**

The project is programmed on the 2022 TIP. GPI will develop a detailed design schedule for review by the Town and MassDOT.

#### **SECTION 3. – Compensation**

The hours and fee are outlined in detail on the attached MassDOT Man Hour Estimate form. GPI will utilize sub-consultants for completion of the Construction Contract Time Determination (CTD) at the 75%, 100% and PS&E Design Levels. Soil borings for the proposed mast arms are included in the current Scope of Work.

The anticipated effort to complete the remainder of the design (75% Design through Construction) is approximately 1,792 hours at a fee of Two Hundred Eighteen Thousand Three Hundred Forty dollars and zero cents (\$218,340.00) inclusive of expenses and subconsultants.

In accordance with the General Services Agreement, the town shall pay the Consultant for the services outlined in the attached Scope of Services a fee not to exceed Two Hundred Eighteen Thousand Three Hundred Forty dollars and zero





## Greenman - Pedersen, Inc.

Engineering and Construction Services

Mr. Marc J. Tisdale P.E.  
Task Order 17 – Amendment 1  
December 22, 2017  
Page 2 of 2

cents (\$218,340.00). Payment shall be on a time and materials and expense basis at the direct labor rate of the assigned individual, and multipliers specified in the General Services Agreement.

### SECTION 4. – Acceptance

If this LOU meets your approval, please sign, date and return one (1) copy to our office, to the attention of John Diaz.

Very truly yours,  
GREENMAN-PEDERSEN, INC.

### APPROVAL OF SCOPE OF SERVICES TOWN OF STOUGHTON

By: \_\_\_\_\_  
Timothy Letton, P.E.  
Executive Vice President/New England Branch Manager

By: \_\_\_\_\_  
Marc J. Tisdelle, P.E.  
Stoughton Town Engineer

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

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

By: \_\_\_\_\_  
Michael Hartman  
Town Manager

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

SCOPE OF SERVICES  
MassDOT Standard Tasks

**PROJECT DESCRIPTION**

The project proposes to enhance the traffic control at the intersection of Central Street (Route 27) at Canton Street (Route 27) and Tosca Drive. The improvements shall address the capacity and safety issues at the intersection. The project limits have been extended through project development coordination with the Town. The new limits along Central Street (Route 27) are expected to extend approximately 500 feet west of Tosca Drive and approximately 600 feet east of Canton Street (to the end of the existing park/triangle). Project limits along Tosca Drive are expected to extend approximately 300 feet north of Central Street. The project limits along Canton Street are expected to extend approximately 400 feet south of Central Street. The total project length will be approximately 1900 feet (0.36 miles).

The improvements will enhance safety conditions, provide pedestrian and bicycle amenities, meet current ADA standards and improve vehicular traffic operations. The Consultant is expected to bring the project to PS&E Design level, which shall include, but not be limited to environmental permitting, preparation of all contract documents, preliminary right of way plans, a construction cost estimate and specifications, and Construction Services.

In addition, the project proposes enhancements to the existing park land owned by the Town. The improvements will include landscaping, planting trees, sidewalk, pathways connecting to the gazebo and memorial to improve the walkability of the park, extra parking and redefining the park land parcel in order to gain more "green space".

*The original Scope of Work is for work through the 25% Design and Design Public Hearing. Amendment #1 is for the preparation of 75%, 100% and PS&E Submissions to MassDOT as well as Construction Services.*



**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION**

**SECTION 100 PROJECT DEVELOPMENT ENGINEERING**

No effort is anticipated.

**SECTION 150 ENVIRONMENTAL**

Completed under the 25% Design Contract.

**SECTION 200 FUNCTIONAL DESIGN REPORT**

Completed under the 25% Design Contract.

**SECTION 220 DESIGN EXCEPTION REPORT**

Completed under the 25% Design Contract.

**SECTION 230 INTERCHANGE JUSTIFICATION/  
MODIFICATION REPORT (IJR/IMR)**

No effort is anticipated.

**SECTION 300 25% HIGHWAY DESIGN SUBMISSION**

Completed under the 25% Design Contract.

**SECTION 350 DESIGN PUBLIC HEARING**

Completed under the 25% Design Contract.

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION**

**SECTION 400 75% HIGHWAY DESIGN SUBMISSION**

**401 Response to 25% Comments**

Prepare a formal written response to all comments received regarding the 25% review and address revisions stemming from the Design Public Hearing that MassDOT and the Consultant deem necessary.

**402 Field Reconnaissance**

Conduct a field review of the proposed project interface with adjacent properties, streets, drives, drainage, utilities, wetlands, etc. Define additional survey needs, if needed.

**403 Meetings Liaison and Coordination**

Attend meetings and provide the liaison necessary to advance the design of a project. Coordinate and attend meetings with MassDOT's Boston and District Offices, community representatives, planning agencies, as determined in the project scoping process. Provide MassDOT with minutes of the meetings.

**404 Utility Coordination**

Contact utility companies affected by the proposed work. Discuss project impacts and note the locations of relocated utilities (poles, pipes, etc.) on the plans. Include estimate and special provisions for publicly owned utility work that is to be performed by the construction contractor.

**405 Final Horizontal Design Geometrics**

Adjust the horizontal geometry based on the 25% review comments and comments stemming from the Design Public Hearing. Plans must clearly show all aspects of the horizontal geometry, including curve components such as Point of Curvature (PC), Radius (R), DELTA, Length of Curve (L), Tangent (T) and Point of Tangency (PT) along with a description of roadway widths, station equations and horizontal offsets between survey baseline and design centerline.

**406 Final Vertical Design Geometrics**

Adjust vertical geometry based on 25% review comments and comments stemming from the Design Public Hearing. Plans must clearly show all pertinent aspects of the vertical geometry including Stopping Sight Distance (SSD), Passing Sight Distance (PSD), Grade 1 (G1), Grade 2 (G2), Length of Vertical Curve (L), K (factor), station and elevation of Point of Vertical Curvature (PVC), Point of Vertical Tangency (PVT) and Point of Vertical Intersection (PVI). Profiles are to be prepared in accordance with the Guidebook.



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**407 Pavement Design**

Respond to Pavement Design Engineer's review comments and prepare a detailed pavement design with updated data sheets, per the Guidebook.

**408 Typical Cross Sections**

Finalize the typical cross sections ensuring that materials and dimensions are clearly labeled in accordance with the proposed pavement structure approved by the Pavement Management Section.

**409 Plot Cross Sections**

Adjust cross sections to ensure that the slope limits and treatments of each cross section are crafted to suit the specific site locations. Individual cross sections should be evaluated regarding guardrail locations, gravel box detail, pay limits, and the need for subdrains and retaining walls.

**410 Plot Proposed Layout and Easements**

Adjust the plans based on the limits establish by the final cross sections to ensure that adequate right of way is available to perform the work. Existing layout lines, proposed alterations and any temporary or permanent easements must be clearly labeled.

**411 Construction Plans**

Prepare the Construction Plans in accordance with the Guidebook. Each item of work within the project limits must be clearly labeled. Drawings must be formatted as described in the Guidebook.

**412 Grading and Tie Plans**

Prepare grading and tie plans as applicable showing detailed information regarding proposed curve geometry and grades.

**413 Drainage and Water Supply Details**

Clearly show all existing and proposed drainage and water supply installations. The drainage and water supply design must address all work required to accommodate the proposed roadway improvements. During the Project's design development, the plan presentation of proposed drainage facilities will show rim and invert elevations. These will be included in a separate CADD layer, so that they can be frozen off in the PS&E documents. These elevations shall not be shown on the final plans.

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**414 Traffic Signs**

Identify locations for all warning, regulatory and route marker signs. Indicate on the construction plans the status of existing sign structures.

**415 Guide Sign Design and Overhead Directional (OD) Elevations**

Indicate proposed locations of all ground mounted and overhead guide signs. Develop panel legends and calculate size. Prepare a Sign Summary Sheet. Design support foundations and include calculations. Draft guide sign details and overhead sign elevations.

**416 Traffic Signals and Plan Preparation**

Include designs for traffic signal installations, supports, and foundations. Develop traffic signal specifications. Finalize phasing details and prepare the traffic signal plans.

**417 Pavement Markings and Plan Preparation**

Design and layout the roadway pavement markings, stop lines, cross walks, gore markings, etc. Prepare pavement marking plans.

**418 Traffic Management**

Finalize the construction staging. Prepare the temporary traffic control construction plans in accordance with the MUTCD such that sufficient information is provided to demonstrate a feasible means of constructing the project. The level of detail shall recognize that the actual traffic management plan implemented by the contractor may vary from that shown on the plans. A more definitive estimate for the use of police/flaggers will be made based on the finalization of the traffic control plans/traffic management plans.

**419 Highway Lighting Plans and Details**

No effort is anticipated.

**420 Landscaping and Plan Preparation**

Finalize planting locations and species based on review comments. Develop planting schedules and tabulate relevant data.

**421 Erosion Control**

Detail the sequencing, material placement and measures to control the potential damage to adjacent properties, wetlands, bodies of water, etc. Include erosion control measures in the plans.



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**422 Miscellaneous Contract Plans**

Prepare miscellaneous full size drawings for presentation of the proposed project. These shall include the following miscellaneous contract plans, as required: Title Sheet, Index, Key Plan, Boring Plans, Boring Logs, Typical Sections, and Special Details.

**423 Quantity & Cost Estimate (Weighted Average Bid Application)**

Prepare a detailed estimate using MassDOT's Weighted Average Bid Application (WABA). Also prepare a calculation book based on the latest edition of the Standard Nomenclature. Check that every item of work shown on the plans has a pay item.

Provide tracking of significant changes (greater than 10%) since the 25% estimate.

**424 Special Provisions**

Prepare draft special provisions based on the latest edition of the Standard Specifications for Highways and Bridges and Supplemental Specifications, and verify that every item in the estimate that is listed in the Standard Nomenclature with an asterisk (\*) has a special provision. Ensure that special provisions are drafted only when absolutely necessary to describe a specific or unique activity to be performed by the contractor.

**425 Constructability and Quality Control (QC) Reviews**

Perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents. The review shall focus on the practicality of constructing the project based on access to site, equipment needs, material properties, etc. Also provide an overall review of the plans, specifications and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest Supplemental Specifications, the Bridge Manual, the Construction and Traffic Standard Details, and the latest Engineering and Policy Directives.

**426 Submission Check List**

Prepare and submit the 75% Design Check List.

**427 Bottom Up Estimate and Reconciliation (if required)**

No effort is anticipated.

**428 Construction Contract Time Determination**

**GPI will coordinate with a sub-consultant to aid in the preparation of CCTD.**

This language applies to all Projects with Project Utility Coordination Form and/or Incentives/Disincentives.



## MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

The Consultant shall prepare a Construction Contract Time Determination (CCTD) Schedule which sets forth an estimate for a reasonable duration of the construction contract, utilizing the details of the estimate for all projects that involve a Project Utility Coordination Form or Incentives/Disincentives that MassDOT chooses to offer the Contractors.

The CCTD Schedules at the 75% (INITIAL), 100% (UPDATED) and PS&E (UPDATED) design stages provide MassDOT with a basis to determine whether the Construction Contract Duration represents a reasonable approach to constructing the Project, to allow constructability issues to be addressed prior to design completion, to assist the Consultant with the requirements to validate that the contract plans/documents support a constructible approach, and to assist MassDOT in the review of the Contractor's Baseline Schedule Submission.

The Consultant shall employ an experienced construction scheduler to prepare construction schedules at the 75%, 100% and PS&E design stages. The Scheduler must have a minimum of 5 years construction scheduling experience, and may be an employee of the Consultant.

### **a) Critical Path Method Scheduling**

The CCTD Schedule shall use a Critical Path Method (CPM) and shall be developed and maintained using software approved by MassDOT (Primavera is preferred for consistency with MassDOT's construction specifications and master schedule). An evaluation of critical resources, shift differential, overtime, proposed methods, and all limitations of operations shall be included in the CCTD Schedule.

Based upon consultation with MassDOT the Consultant will be required to respond to any comments and update, explain or incorporate any MassDOT provided data, such as production factors, and/or revise the CCTD Schedule, as MassDOT determines necessary.

The Consultant shall submit a CCTD schedule following the 75%, 100% & PS&E submission of each construction cost estimate. The CCTD schedule submission will be due three (3) weeks after the construction cost estimates have been approved by MassDOT.

If required, the data from the bottoms up cost estimate for Lump Sum items (e.g., crews, equipment, production rates, quantities, construction sequence), must be used in the development of the CCTD Schedule. The Scheduler shall develop the logic (activity relationships) and activity durations using data from the estimate. Production rates and labor hours shall be used to develop reasonable crew hours based upon a reasonable crew composition. This evaluation shall also consider the intended construction sequence, construction seasons, and other construction time related aspects, such as any requirements to relocate utilities and Incentive/Disincentive provisions.

### **b) Milestones and Access Restraints**



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The Consultant shall develop Contract Milestones and Access Restraints (to the Project site) including those identified to support the utility coordination developed as part of the Project Utilities Coordination Form and those needed to support the implementation of Incentives and Disincentives that should be included in the construction contract provisions, and shall include them in the CCTD schedule.

**c) Limitations of Operations – Construction Constraints**

The Consultant shall identify significant implications of construction constraints as may be determinable, and reflect them in the cost estimate and schedule, including, but not limited to restrictions from temperature, noise, vibration, permitting, approved materials, emergency response and community events, as part of the Project Utility Coordination form. The Consultant shall include all of the resulting PUC form information in their CCTD and shall provide MassDOT a furnished PUC form in the Contract Documents. This effort also includes the development of access restraints (restrictions that clearly define when the contractor can start work in a specific area allowing for the third-party Utility to complete their work) into the Contract Documents. The Consultant shall identify any early utility work, permitting or Right of Way activities that must be performed prior to the Contractor N.T.P. These early coordination activities shall be identified and included in the CCTD updates. If some construction activities are to be performed during the winter months (grouting of precast units; placing of closure pour slabs; etc.) make sure those tasks are identified and appropriate language is added to Subsections 8.03 and 8.10.

**d) Elements**

The Consultant shall include the following time (contract duration) related elements are included in the CCTD Schedule:

- 1) Preparation of a work plan and mobilization prior to starting physical work;
- 2) Preparation of critical submittals;
- 3) Review of critical submittals by the Consultant (MassDOT will provide standard submittal review durations to be used in the CCTD schedules);
- 4) Procurement/ordering of materials;
- 5) Fabrication and delivery of long-lead items;
- 6) Time necessary to complete each activity, as itemized in the Construction cost estimate;
- 7) Testing;
- 8) Commissioning (moveable drawbridges only);
- 9) Winter restrictions;
- 10) Environmental permitting or landowner restrictions;
- 11) Agency/utility/city restrictions;
- 12) Sequencing/logic required to complete the work;
- 13) Utility restraints and utility relocation milestones; and
- 14) Early/Critical coordination activities
  - A. Early Utilities
  - B. Remaining Right of Way
  - C. Permits that the Contractor must obtain



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**e) Quality Control Procedures**

The Consultant shall submit its Quality Control (QC) procedures for the performance of CCTD to MassDOT for review and approval prior to commencing work on the Project. As a minimum requirement, the Consultant shall detail the roles of each individual performing the planning schedule (utilization of estimating information, logic, durations, constructability, means-and-methods), and provide a description of how the schedule will be developed, monitored and approved by the Consultant.

**429 Incentives/Disincentives with Road User Calculation**

No effort is anticipated.

**SECTION 450 100% HIGHWAY DESIGN SUBMISSION**

**451 Respond to 75% Comments**

Prepare a formal written response to all comments received regarding the 75% review. Resolve any further review comments.

**452 Finalize Plans**

Prepare a set of plans addressing all comments received from the 75% review. Ensure that the plans are clear and are prepared in accordance with Chapter 2 of the Guidebook.

**453 Finalize Special Provisions**

Review the special provisions to ensure that the special provisions do not duplicate those with respect to Division I of the Standard Specifications. Review the Method of Measurement and Basis of Payment for every item in order to ensure that the special provisions are clearly defined and not ambiguous.

**454 Finalize Quantity and Cost Estimate (W.A.B.A. & Calculation Book)**

Prepare Detail Sheets, Quantity Sheets, and a Cost Summary Sheet. Finalize calculation book in accordance with Chapter 18 of the Guidebook. Prepare calculations for all items of work that have a pay item. Identify any non-participating work. The estimate submitted shall be prepared using MassDOT's Weighted Average Bid Application (WABA).

Provide tracking of significant changes (greater than 10%) since the 75% estimate.



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**455 Quality Control (QC) Review**

Perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents to perform an independent review of the project. Refer to the MassDOT web site for the latest edition of all reference documents, Engineering Directives and Policy Directives. Verify that the plans, specifications and estimate are prepared in accordance with these documents.

**456 Submission Check List**

Prepare and submit the 100% Highway Design Check List.

**457 Bottom Up Estimate and Reconciliation (if required)**

No effort is anticipated.

**458 Construction Contract Time Determination**

**GPI will coordinate with a sub-consultant to aid in the preparation of CCTD.**

Refer to Standard Task Description 428 (Construction Contract Time Determination) which details the effort involved in this task for the 75%, 100% and PS&E Submissions.

**459 Incentives/Disincentives**

No effort is anticipated.

**SECTION 500 RIGHT OF WAY**

The Consultant or MassDOT shall prepare right of way plans as specified in the Guidebook, and as noted in applicable FHWA policies and regulations. Preliminary right-of-way plans shall be submitted prior to the 25 percent design approval and the public hearing.

Right of way plans shall include all pertinent data affecting the costs of the right of way applicable for appraisal purposes, such as structures, access roads, improvements, landscaping, drainage, fences, cesspools, septic tanks, wells, property bounds, etc.

The size, form and arrangement of right of way plans shall conform to the general requirements for highway plans as specified in the Guidebook. The three main components of the Right of Way process are:

**Preliminary Right of Way plans** shall be prepared prior to holding the 25% Design Public Hearing. Existing data, details and all proposed work shall be prepared in such a manner as to be readily discernable. These plans shall remain in the preliminary stage until after the layout has been duly filed in the Registry of Deeds.



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Right of way acquisition data shall be itemized by the Consultant on the preliminary right of way plans, as soon as the data is obtained. The Consultant shall, as required, provide MassDOT with copies of the preliminary right of way plans for coordination and informational purposes, particularly as this may relate to changes in parcel dimensions or title names.

Deeds and plans of the abutting property owners shall be used to verify the location of all the abutter's property lines. Electronic copies of the research materials and any updates shall be maintained throughout the right of way process. All research materials are to be made available to MassDOT during the preparation of the Preliminary Right of Way Plans.

**Final Right of Way plans** are only required on projects that MassDOT has responsibility for right of way takings. After MassDOT has recorded the layout in the Registry of Deeds, the preliminary right of way plans will become the final right of way plans, subject to any approved revisions.

The Consultant shall make all changes to the preliminary right of way plans to ensure conformity with the recorded layout plans. Each sheet shall be labeled "Final Right of Way Plan". Upon completion, the final right of way plans shall be plotted on polyester film and returned to MassDOT as a permanent record. Provision shall be made on each sheet of the final right of way plans for the notations and dates of additions and/or revisions.

Relative to **Layout and Taking Plans and Orders of Taking**, the Consultant shall prepare and submit to the Municipality, and their Counsel, all the instruments which are required to be recorded in the Registry of Deeds in connection with the acquisition of any interest in real estate made necessary by the work to be performed under this Contract. These instruments shall consist of plans, descriptions and orders of taking for advance takings, alterations, layouts and/or easements. The preparation of these instruments shall conform to standard MassDOT practices. Drawings shall be plotted on polyester film, except in the case of Land Court plans, which must conform to Land Court standards, samples of which may be obtained from the Engineer. The title sheet of all plans to be recorded shall be signed and stamped with the seal of a Land Surveyor registered in the Commonwealth, who shall be in charge of the work.

Abutter's property lines shall be verified with updated deeds and plans. The Professional Land Surveyor shall maintain and update electronic copies of the research materials throughout the taking document process. All research materials are to be made available to MassDOT Highway Division during preparation of the Layout Plans and written instruments.

Any registered land subdivisions required for this project shall be submitted to and approved by the Land Court.

The Municipality shall handle the recording and filing of these instruments. MassDOT shall also handle the appraisal and settlement of all land damages, including negotiations with property owners.



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**501 Preliminary Right of Way Plans**

Review the relationship between the limits of work necessary to satisfactorily construct the proposed improvements and the existing layout. Determine appropriate limits of alterations to existing layouts, takings, permanent easements, temporary easements, etc. Prepare Preliminary Right of Way Plans in accordance with Chapter 18 of the Guidebook. The Right of Way Plans include Title Sheet, Typical Sections, Parcel Summary Sheet, Location Maps and Property Plan Sheets.

**502 Layout Plans and Order of Taking**

Prepare Layout Plans based on the approved Preliminary Right of Way Plans. Show lengths and bearings of all lines and calculate areas. The Layout Plans shall be prepared in accordance with Chapter 18 of the Guidebook and shall include the proposed layout lines, property lines, corner markers, names of property owners, parcels to be taken, access and non-access points and the locations of all bounds. The preparation of a Decree Plan shall be included, if required.

**503 Written Instrument**

The Written Instrument for the Layout and Order of Taking shall be prepared in accordance with MassDOT Policy. The Written Instrument shall be carefully checked against the Layout Plan.

**504 Final Right of Way Plans**

After the FHWA has granted authority to the State and approved Federal participating funds to acquire the right of way takings and/or the Right of Way Bureau accepts the Preliminary Right of Way Plan, the Preliminary Right of Way Plan will become the Final Right of Way.

**SECTION 600 GEOTECHNICAL DESIGN**

No effort is anticipated.

**SECTION 700 PROJECT DEVELOPMENT – STRUCTURAL**

No effort is anticipated.

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**SECTION 710 SKETCH PLANS**

No effort is anticipated.

**SECTION 750 FINAL BRIDGE DESIGN**

No effort is anticipated.

**SECTION 800 PS&E SUBMISSION**

Upon approval of the plans submitted for the preliminary design submission, the Consultant shall proceed with the preparation of the contract plans and documents in accordance with the relevant guidelines set forth in the Guidebook, the Bridge Manual, the Standard Specifications for Highways and Bridges, and other related publications as listed in Division I.

**801 Respond to 100% Comments**

Prepare a formal written response to all comments received regarding the 100% review.

**802 Finalize Plans, Specifications and Estimate**

Ensure that all comments from 100% review are addressed and reflected in the contract documents.

**803 Prepare Detail Sheets**

Prepare Detail Sheets in accordance with Chapter 13 of the Guidebook. All items of work not adequately reflected on the plans are to be described in the Detail Sheets.

**804 Combine Highway and Bridge**

No effort is anticipated.

**805 Quality Control (QC) Review**

Have an experienced engineer who is not directly involved in the preparation of the contract documents perform an independent review of the project. Log on to the MassDOT website for the latest reference documents such as Engineering Directives and Policy Directives, and verify that the Plans, Specifications and Estimate are prepared in accordance with these documents. Review all environmental permits and ensure that the contract documents provide a means of compensating the construction contractor for performing work described in the permits.



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**806 Finalize Bottom Up Estimate and Estimate Reconciliation (if required)**

No effort is anticipated.

**807 Finalize Construction Contract Time Determination**

**GPI will coordinate with a sub-consultant to aid in the preparation of CCTD.**

Refer to Standard Task Description 428 (Construction Contract Time Determination) which details the effort involved in this task for the 75%, 100% and PS&E Submissions.

**808 Finalize Incentives/Disincentives**

No effort is anticipated.

**SECTION 900 CONSTRUCTION ENGINEERING**

The Consultant shall furnish consultations and interpretation of the Contract drawings and specifications as may be required by the Engineer. No payment will be made for visits to the work site in relation to errors or omissions made by the Consultant or to insufficient data in work previously submitted by the Consultant.

The Consultant shall also make its services available during construction for visits to the work site for consultations regarding additional design services or unforeseen problems required by the Engineer.

Consultant shall review and take appropriate action upon the contractor's submittal of shop drawings, samples of construction material, and product data, as required in the construction contract documents, but only for conformance with the design concept of the Project and with the information given in the construction documents. In its review of the shop drawings, Consultant is entitled to rely on the information provided, and the stamp and certification of the submitting Contractor as described in the Construction Contractor's general conditions. Review of shop drawings, product data and samples of construction material shall not include review of dimensions, quantities, calculations, weights, fabrication processes, construction means and methods, coordination of trades or safety factors related to construction.

The purpose of the Consultant's site visits and observations is to become generally familiar with the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the design intent of the contract documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. On the basis of these on-site observations, the Consultant shall endeavor to keep the Engineer informed of portions of the work which the Consultant discovers are not proceeding in accordance with the design intent of the contract documents.

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**901 Pre-Bid Services**

Review and respond to inquiries from MassDOT related to the bid documents. Participate in Pre-Bid Conference. Provide written responses to contractor's questions.

**902 Pre-Construction Conference**

Attend the Pre-Construction Conference. Answer questions and prepare the minutes of the meeting.

**903 Highway Shop Drawings and Signal Permit**

Review lighting, traffic signals, and sign shop drawings, including foundations and supports; and perform an operational site inspection. Prepare a signal permit based on as-built conditions.

**904 Bridge and Wall Shop Drawings**

No effort is anticipated.

**905 Bridge Construction Procedures**

No effort is anticipated.

**906 Furnishing Advice and Field Visits**

Provide assistance to MassDOT in interpreting the contract documents. Conduct field visits to the project site during construction as requested by the Engineer to provide consultation on design intent, assistance in addressing unforeseen conditions and /or similar matters, as requested by the Engineer. Attend periodic status and coordination meetings as determined by complexity of the project.

**907 Geotechnical Construction Evaluation**

No effort is anticipated.

**908 Bridge Rating and Photographs**

No effort is anticipated.

**909 Signal Inspection/Fine Tuning**

Provide assistance with the final signal inspection and assistance in addressing unforeseen conditions, as requested by the Engineer. Attend periodic status and coordination meetings as determined by complexity of the project.



MassDOT - HIGHWAY DIVISION  
SCOPING WORKBOOK Form 1.1 Project Definition

City/Town	Stoughton			Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tosca Drive			Assignment No.:	
Bridge No.		BIN:		ProjInfo No.:	
MassDOT Section		Est. Constr. Cost:	\$2,200,000.00	PARS No.:	
Consultant:	GPI	Project Manager:		District:	5
Date: 12/22/2017	Rev Date:	Rev Date:	Rev Date:	Rev Date:	Rev Date:

PROJECT DEFINITION NARRATIVE	
PROJECT TYPE CODE: ____	PROJECT TYPE: ____

The project proposes to enhance the traffic control at the Intersection of Central Street (Route 27) at Canton Street (Route 27) and Tosca Drive. The improvements shall address the capacity and safety issues at the Intersection. The project limits have been extended through project development coordination with the Town. The new limits along Central Street (Route 27) are expected to extend approximately 500 feet west of Tosca Drive and approximately 600 feet east of Canton Street (to the end of the existing park/triangle). Project limits along Tosca Drive are expected to extend approximately 300 feet north of Central Street. The project limits along Canton Street are expected to extend approximately 400 feet south of Central Street. The total project length will be approximately 1900 feet (0.36 miles).

The improvements will enhance safety conditions, provide pedestrian and bicycle amenities, meet current ADA standards and improve vehicular traffic operations. The Consultant is expected to bring the project to PS&E Design level, which shall include, but not be limited to environmental permitting, preparation of all contract documents, preliminary right of way plans, a construction cost estimate and specifications, and Construction Services.

In addition, the project proposes enhancements to the existing park land owned by the Town. The improvements will include landscaping, planting trees, sidewalk, pathways connecting to the gazebo and memorial to improve the walkability of the park, extra parking and redefining the park land parcel in order to gain more "green space".

*The original Scope of Work is for work through the 25% Design and Design Public Hearing. Amendment #1 is for the preparation of 75%, 100% and PS&E Submissions to MassDOT as well as Construction Services.*

WORK ITEM	DESCRIPTION	STATUS
Functional Design Report	Describes existing conditions, evaluates alternatives, and recommends proposed geometries.	By Consultant
Design Exception	Describes reasons for requesting a design exception and forms the basis for a Design Exception Report.	Not Anticipated
Typical Cross Section	a) Mainline - Route 27 b) Side Streets - Tosca Drive	11 ft Thru Lanes, 11 ft Turn Lane, 2 ft & 5 ft Shoulders, 6 ft Sidewalks
Design Speed	a) Mainline - Route 27 b) Side Streets - Tosca Drive	35 MPH 25 MPH
Project Lengths	a) Mainline - Route 27 b) Ramps - N/A b) Side Streets - Tosca Drive	Central Street - 1,200 ft Canton Street - 400 ft Tosca Drive - 300 ft

**MassDOT - HIGHWAY DIVISION**  
**SCOPING WORKBOOK Form L1 Project Definition**

City/Town	Stoughton		Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tosca Drive		Assignment No.:	
Bridge No.		BIN:	ProjInfo No.:	
<b>WORK ITEM</b>	<b>DESCRIPTION</b>		<b>STATUS</b>	
Survey	a) Data Collection		By Consultant	
	b) Base Plan Preparation		By Consultant	
Geotechnical	a) Boring Location Plan		By Consultant	
	b) Take Borings		By sub-contractor	
	c) Test Pits		By sub-contractor	
	d) Geotechnical Report		By sub-contractor	
	e) Boring Logs and Plans		By Consultant	
Drainage	Closed		By Consultant	
Hydraulics	Hydraulics Report		Not Anticipated	
Wetlands	a) Delineation		Not Anticipated	
	b) Flagging Survey		Not Anticipated	
Landscaping			By Consultant	
Traffic	a) Traffic Counts		By Consultant	
	b) TMP/Detour		By Consultant	
	c) Safety Analysis		By Consultant	
	d) Signals (borings may be required)		By Consultant	
	e) Signs/Supports		By Consultant	
	f) Markings		By Consultant	
	g) TCA		Not Anticipated	
	h) Highway Lighting		Not Anticipated	
ROW	a) Takings		By Consultant	
	b) Easements		By Consultant	
	c) Demolitions		Not Anticipated	
	d) Relocations		Not Anticipated	
Utilities	a) Electric		TBD	
	b) Telephone		TBD	
	c) Gas		TBD	
	d) Water		TBD	
	e) Sewer		TBD	
	f) Cable		TBD	
	g) Fire Alarm		TBD	
	h) MBTA/RR		TBD	
	i) Fiber Optic		TBD	
	j) Terminal Lighting		TBD	
	k) Utility Coordination Meeting at 25%		By Consultant	
l) ROW for Utility Requirements		By Consultant		



MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.1 Project Definition

City/Town	Stoughton			Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tosca Drive			Assignment No.:	
Bridge No.		BIN:		ProjInfo No.:	
WORK ITEM		DESCRIPTION		STATUS	
Bridge	Appr. Width Rail to Rail	Curb to Curb Width	Span Configuration		
Exist:				N/A	
Proposed:	TBD	Refer to detailed Bridge Scope		N/A	
Public Hearing					
				By Consultant	
Construction Phase		a) Pre-Construction		By Consultant	
		b) Advice		By Consultant	
		c) Shop Drawings		By Consultant	
		d) Signal Inspection		By Consultant	
		e) As Built Signal Plan		By Consultant	
		f) Bridge Rating Report ("As Built" structure)		N/A	

**MassDOT - HIGHWAY DIVISION**

**SCOPING WORKBOOK Form 1.2 Environmental Scope**

City/Town	Stoughton	Project Type
Location:	Central Street at Canton Street (Route 27) and Tosca Drive	
Bridge No.		
MassDOT Section		
Consultant:	GPI	
<b>FILING PERMIT</b>	<b>REGULATORY THRESHOLD</b>	<b>STATUS</b>
NEPA	FHWA	N/A
EIS	Thresholds determined by Categorical Exclusion Checklist	N/A
EA		N/A
CE		By Consultant
	<b>ACOE</b>	
Individual ACOE Permit	More than 1 acre of impacts to U.S. waters. Maintenance dredging of more than 25,000 c.y. or any amount in a special aquatic site such as salt marshes, mudflats, pools and riffles, and vegetated shallows.	N/A
MGP II	More than 5,000 s.f. but under 1 acre of cumulative impacts to U.S. waters. Maintenance dredging of more than 1,000 c.y. but less than 25,000 c.y. not in a special aquatic site. Work within the confines of a wild and scenic river. Temporary fill and excavation up to 1 acre in Special Aquatic Sites including salt marsh. Work in essential fish habitat.	N/A
MGP I	Under 5,000 s.f. of cumulative impacts to U.S. waters. In stream work limited from July 1 till October 1. Maintenance dredging less than 1,000 c.y. not in a Special Aquatic Site. River, stream and brook work and crossings comply with the Stream Crossing Standards (GC21). No impacts to Special Aquatic Sites or Essential Fish Habitat, including vernal pools.	N/A
CPH	Under 5,000 s.f. of cumulative impacts to U.S. waters. Not crossing a Federally-designated Wild and Scenic River. No work on Corps properties and Corps-controlled flood easements such as the Charles River Natural Valley Storage Area, that would impair the usefulness of a federal project or involve changes to the federal project's scope, purpose, and/or function. Proposed low chord cannot intersect the 10-year flood elevation. Cannot be identified by the Massachusetts Office of Coastal Zone Management as potentially causing restrictions to tidal flow. No impacts to any federally listed endangered species or their habitat. The project does not have a potential for an effect on a historic property within the permit area unless impacts have been addressed pursuant to the Programmatic Agreement between Federal Highway Administration and the State Historic Preservation Officer or any subsequent Corps of Engineers PA to satisfy the requirements of Section 106 of the National Historic Preservation Act. Proposed open span waterway width at ground level cannot be less than the existing structure's span. This qualification does not apply if the new span width is at least 1.2 times the geomorphic bank full width of the stream. Proposed bridge span or arch span cannot constrict the flow over a bedrock dominated streambed and result in impassable stream flow velocities. There cannot be a dam or other structural element (other than a bridge abutment or pier) that obstructs the channel within the footprint of the proposed bridge span or arch span. Proposed "bridge" that consists of a culvert cannot be rated as a moderate or severe barrier to aquatic organism passage. A moderate or severe barrier is a structure with a Crossing Rating of less than 3, based on an evaluation using the "MassDOT Stream Crossing Structures Rating Chart."	N/A
	<b>USCG</b>	
Section 9 CG Permit	Required for work in commercially navigable (includes historic usage) or tidal waterways where there is a change in the hydraulic opening of the bridge.	N/A
	<b>FHWA</b>	
	STURAA approval may be granted to coastal bridge projects with federal funds allocated toward construction where the navigational opening remains unchanged and where vessels 21 feet or greater do not pass under the bridge.	N/A



MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.2 Environmental Scope

City/Town	Stoughton	Project Type
Location:	Central Street at Canton Street (Route 27) and Tosca Drive	
Bridge No.		
MassDOT Section		
Consultant:	GPI	
FILING PERMIT	REGULATORY THRESHOLD	STATUS
	EPA	
NPDES CGP	Designer to include Contract Item 756 to address this work to be done by the Contractor. The National Pollution Discharge and Elimination Systems Program is administered by EPA and requires the filing of an NOI and the preparation of an SWPPP for projects involving construction projects with 1 or more acres of earth disturbance. The NOI is a form which the contractor must complete and file with EPA at least 48 hours prior to the start of construction.	By Consultant
NPDES MS4 - WQDF	The Water Quality Data Form is a tool used to ensure compliance with Section 303 regulations of the Clean Water Act. The form is comprised of two portions: 25% Design and 75% Design. The 25% Design portion highlights the impairment status of the receiving waterbody and offers recommendations pertaining to BMP upgrades; the 75% Design portion documents the existing and proposed BMPs within the project area which contribute to improved stormwater quality	By Consultant
	FHWA	
Section 4(f) Evaluation	Section 4(f) Evaluations & Approvals for FHWA projects that necessitate the use of publicly owned land such as a public park, recreation area, or a wildlife and waterfowl refuge or land of an historic site of national, state or local significance.	N/A
	MCZM	
MCZM Concurrence	Work in water within the coastal zone when at least a MGP II or a Coast Guard Permit is required. Also will require concurrence when MEPA thresholds are triggered.	N/A
	EOEA/MEPA UNIT	
EIR	Constructing a new road 2 or more miles in length. Widening an existing road by 1 or more travel lanes for 2 or more miles. New interchange on a completed limited access highway. Requiring a variance from the WPA. Altering 1 or more acres of Salt Marsh or BVW. Altering 10 or more acres of other wetlands. Altering 50 or more acres of land. Creating 10 or more acres of impervious area.	N/A
ENT	Widening 4 feet or more for a half mile or more. Cutting 5 or more mature living public shade trees (not trees within State Highway Layout) 14" or more in diameter @ breast height. Altering bank or terrain 10 ft or more from the edge of pavement for 1/4 mile or more except for the installation of structures such as sidewalks, drainage systems, etc. Work in an ACEC. Altering 5,000 s.f. or more of BVW. Eliminating 300 linear feet of stone wall. Creation of 5 or more acres of impervious area. Direct alteration of 25 or more acres of land. Conversion of land in active agricultural use to non-agricultural use. Conversion of land held for natural resources purposes in accordance with Article 97. Construction of 300 or more new parking spaces at a single location. A Notice of Project Change is required whenever there is a material change (positive or negative) in a project prior to the taking of all agency actions for the project. The MEPA regulations specify the factors which the Secretary may consider in determining whether changes to a project are significant. Proponents should refer to Section 11.10 of the MEPA regulations for greater detail.	By Consultant
	LOCAL CONSERVATION COMMISSION	
RDA	Required when work/activity will occur within 100 feet from the edge of BVW, LUW, Bank, etc. or sometimes within riverfront area especially 100-200 feet from a perennial stream or river.	N/A
NOI	Under the WPA, required when proposing direct activity in or having an impact on resource areas subject to protection, including BVW, LUW, Bank, RFA, BLSF, ILSF, etc.	N/A

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.2 Environmental Scope

City/Town	Stoughton	Project Type
Location:	Central Street at Canton Street (Route 27) and Tosen Drive	
Bridge No.		
MassDOT Section		
Consultant:	GPI	
FILING PERMIT	REGULATORY THRESHOLD	STATUS
	SIPO	
Section 106	All projects using federal funding, financing, or approval require review for potential impacts/effects on properties listed in, or eligible for listing in, the National Register of Historic Places. This review is handled by Environmental Services Cultural Resources Unit.	By MassDOT
	MIIC	
Chapter 254	All projects undertaken, funded, or approved by a state body require review for potential impacts/effects on properties listed in the State Register of Historic Places. This review is handled by Environmental Services Cultural Resources Unit. (Completed project review under Section 106 will ordinarily fulfill the requirements of compliance with Chapter 254).	By MassDOT
	MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE	
MESA	If the project is located within a MNHESP Priority Habitat polygon, Environmental Services Wetlands Unit will coordinate with MNHESP.	N/A
	DEP	
WQC	If under 5,000 s.f. of cumulative impacts, WQC is considered automatic with the issuance of an OOC. More than 5,000 s.f. of cumulative impacts. More than 100 c.y. of dredging. Any impacts associated with Bridge Projects that are exempt from the WPA. Work within an ORW. Any work requiring an Individual ACOE permit.	N/A
WQC SF	Expedited 42 day DEP review and permit issuance on Footprint Bridge projects may be sought provided certain criteria are met and provided DEP agrees to the expedited review.	N/A
CH 91 Permit	Activities requiring a permit include beach nourishment and dredging within jurisdictional areas. Lowering the water level of a Great Pond.	N/A
CH 91 License	Bridge projects subject to the Footprint Bridge Exemption are exempt from CH 91. Maintenance projects are exempt from CH 91. CH 91 applies to all waterways including Great Ponds (10 or more acres in size), the Connecticut River, sections of the Westfield River, non-tidal portions of the Merrimack River, and any non-tidal river or stream on which public funds have been expended for stream clearance, channel improvement, or any form of flood control or prevention work, either upstream or downstream within the river basin, except for any portion of any such river or stream which is not normally navigable during any season by any vessel including a canoe, etc. and work in all filled tidelands except landlocked tidelands and all filled lands lying below the natural high water mark of Great Ponds. Activities requiring a license include any construction, placement, excavation, addition, improvement, replacement, reconstruction, demolition or removal of any fill or structures, not previously authorized.	N/A



MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Stoughton	Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tesco Drive	Assignment No.:	
		ProjInfo No.:	
SECTION 100			
PROJECT DEVELOPMENT ENGINEERING			
PROJECT TYPE CODE: -- PROJECT DESCRIPTION:			
		PIC	PM
		SE	Eng
		AE	ET
		TOTAL	
101	Project Concept Preparation		
102	Preliminary Project Area Analysis		
103	Reasonable Alternative(s) Identification		
104	Alternatives Analysis & Report Preparation		
SUBTOTAL			
SECTION 150			
ENVIRONMENTAL			
		PIC	PM
		SE	Eng
		AE	ET
		TOTAL	
151	Early Environmental Coordination Checklist		
152	Hist./Arch. Impacts (Section 106 and Chapter 254)		
153	Reserved		
154	Hazardous Materials Research/Review		
155	Project Development Meetings and Hearings		
156	NEPA/MEPA Determination		
157	NEPA - Categorical Exclusion (CE)		
158	NEPA - Environmental Assessment (EA)		
159	NEPA - Draft Environmental Impact Statement (EIS)		
160	NEPA - Final Environmental Impact Statement (EIS)		
161	NEPA - Supplemental Environmental Impact Statement (EIS)		
162	NEPA - Reevaluation		
163	MEPA - Environmental Notification Form (ENF)		
164	MEPA - Draft Environmental Impact Report (DEIR)		
165	MEPA - Final Environmental Impact Report (FEIR)		
166	MEPA - Notice of Project Change (NOPC)		
167	MEPA - Supplemental Environmental Impact Report (SEIR)		
168	Reserved		
169	Reserved		
170	USACE Section 404 General Permit (GP)		
171	USACE Individual Section 404 Permit		
172	U.S. Coast Guard Bridge Permit		
173	Programmatic Section 4(f) Evaluation		
174	Draft Individual Section 4(f) Evaluation		
175	Final Individual Section 4(f) Evaluation		
176	Wetland Resource Area Delineation		
177	Wetlands Protection Act (WPA) ANRAD		
178	WPA - Request for Determination of Applicability		
179	WPA - Notice of Intent (NOI)		
180	WPA - Variance		
181	Chapter 91 License/Permit Application		
182	Water Quality Certification (401)		
183	Coastal Zone Management Consistency Certificate		
184	Wildlife/Rare Species Assessment		
185	Essential Fish Habitat Assessment		
186	Reserved		
187	Impaired Waterbody Assessment and Water Quality Data Form		
SUBTOTAL			

**MassDOT - HIGHWAY DIVISION**

**SCOPING WORKBOOK Form 1.3 Work Hour Estimate**

City/Town	Stoughton	Contract No.:	
Location:	Central Street at Clinton Street (Route 27) and Tosca Drive	Assignment No.:	
		ProjInfo No.:	

SECTION 200										
FUNCTIONAL DESIGN REPORT (FDR)										
			PIC	PM	SE	Eng	AE	ET	TOTAL	
201	Establish Purpose and Need									
202	Public and Agency Outreach									
203	Evaluate Existing Conditions / Context									
204	Prepare Traffic Volumes									
205	Conduct Safety Analysis									
206	Evaluate Signal Warrants									
207	Operational Analysis for Existing Conditions									
208	Establishment of Basic Design Controls and Evaluation Criteria									
209	Development of Alternatives									
210	Operational Analysis for Future Conditions									
211	Preferred Alternative									
212	Complete Streets									
213	GreenDOT									
214	Traffic Management									
215	Construction Cost									
216	Conclusion and Recommendation									
217	Report Preparation									
SUBTOTAL										

SECTION 220										
DESIGN EXCEPTION REPORT										
			PIC	PM	SE	Eng	AE	ET	TOTAL	
221	Evaluate 13 Controlling Criteria (PDDG Ch. 2)									
222	Perform Incremental Evaluation									
223	Prepare Narrative/Report									
SUBTOTAL										

SECTION 230										
INTERCHANGE JUSTIFICATION / MODIFICATION REPORT (IJR / IMR)										
			PIC	PM	SE	Eng	AE	ET	TOTAL	
231	Prepare an IJR/IMR									

SECTION 300										
25% HIGHWAY DESIGN SUBMISSION										
			PIC	PM	SE	Eng	AE	ET	TOTAL	
301	Project Initiation and Data Compilation									
302	Utility Coordination									
303	Survey Coordination and Controls									
304	Base Plans, Profiles and Typical Sections									
305	Field Reconnaissance									
306	Plot Existing Layout Lines									
307	Meetings and Liaison									
308	Determine Roadway Cross Section									
309	Preliminary Horizontal Geometry (Construction Plans)									
310	Preliminary Vertical Geometry									
311	Cross Section Studies									
312	Prepare Cross Sections									
313	Plot Proposed Layout and Easements									



**MassDOT - HIGHWAY DIVISION**

**SCOPING WORKBOOK Form 1.3 Work Hour Estimate**

City/Town:	Stoughton	Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tosen Drive	Assignment No.:	
		Project No.:	

SECTION 300 (Cont'd)										
25% HIGHWAY DESIGN SUBMISSION										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
314	Pavement Design									
315	Typical Sections									
316	Construction Details									
317	Hydrological Studies and Hydraulics Report									
318	Preliminary Drainage and Utility Studies									
319	Lane Configuration									
320	Traffic Signals									
321	Signs and Pavement Markings									
322	Traffic Management									
323	Reserved									
324	Constructability Review									
325	Quality Control (QC) Review									
326	Preliminary Construction Estimate									
327	Submission Checklists									
328	Modifications and Revisions									
329	Value Engineering (VE)									
330	Construction Contract Time Determination									
331	Incentives/Disincentives									
SUBTOTAL										
SECTION 350										
DESIGN PUBLIC HEARING										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
352	Hearing Preparation									
353	Design Public Hearing									
SUBTOTAL										
SECTION 400										
75% HIGHWAY DESIGN SUBMISSION										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
401	Response to 25% Comments		4	8	16	8	8		44	
402	Field Reconnaissance		8		16		16		40	
403	Meetings, Liaison and Coordination		8						8	
404	Utility Coordination		4		8	16			28	
405	Final Horizontal Design Geometrics		4	8	16		16		44	
406	Final Vertical Design Geometrics		4	16	24		8		52	
407	Pavement Design		2		8				10	
408	Typical Cross Sections			2	8	12			22	
409	Plot Cross Section		4	8	16	32	12		72	
410	Plot Proposed Layout and Easements			4	4	8			16	
411	Construction Plans		4	8	16	16	8		52	
412	Grading & Tie Plans		2	4	16	16			38	
413	Drainage and Water Supply Details		2	4	16	8	8		38	

**MassDOT - HIGHWAY DIVISION**

**SCOPING WORKBOOK Form 1.3 Work Hour Estimate**

City/Town	Stoughton				Contract No.:			
Location:	Central Street at Canton Street (Route 27) and Tosca Drive				Assignment No.:			
					ProjInfo No.:			

SECTION 400 (Cont'd)								
75% HIGHWAY DESIGN SUBMISSION								
	PIC	PM	SE	Eng	AE	ET	TOTAL	
414 Preliminary Traffic Signs			2	16	8		26	
415 Guide Sign Design & Overhead Directional Elevations				4	4		8	
416 Traffic Signals and Plan Preparation		4	4	20	16	4	48	
417 Pavement Markings and Plan Preparation		2	4	16	8	4	34	
418 Traffic Management			8	8			16	
419 Highway Lighting Plans and Details	Not Anticipated							
420 Landscaping and Plan Preparation	2	8		8		50	68	
421 Erosion Control Plans			2	2	4		8	
422 Miscellaneous Contract Plans		4	4	8	8	24	48	
423 Quantity & Cost Estimate		4	12	24	16	8	64	
424 Special Provisions		4	16	16		8	44	
425 Constructability and Quality Control (QC) Review	16	16					32	
426 Submission Checklist		2	4	8			14	
427 Bottom Up Estimate and Reconciliation (If required)	Not Anticipated							
428 Construction Contract Time Determination		4	8				12	
429 Incentives/Disincentives with Road User Calculation	Not Anticipated							
SUBTOTAL	18	94	126	294	180	174	886	

SECTION 450								
100% HIGHWAY DESIGN SUBMISSION								
	PIC	PM	SE	Eng	AE	ET	TOTAL	
451 Respond to 75% Comments		10	8	16	8	8	50	
452 Finalize Plans	2	12	24	32	32	40	142	
453 Finalize Special Provisions		4	8	16			28	
454 Finalize Estimate		6	8	24	24	8	70	
455 Quality Control (QC) Review	4	8	16				28	
456 Submission Checklist		2		8			10	
457 Bottom Up Estimate and Reconciliation (If required)	Not Anticipated							
458 Construction Contract Time Determination		4	8				12	
459 Incentives/Disincentives	Not Anticipated							
SUBTOTAL	6	46	72	96	64	56	340	

SECTION 500								
RIGHT OF WAY								
	PIC	PM	SE	Eng	AE	ET	TOTAL	
501 Preliminary Right of Way Plans	2	4	4	24	8	8	50	
502 Layout and Order of Taking Plans	2	8	16	24	24	8	82	
503 Written Instrument	2	4	8				14	
504 Final Right of Way Plans	2	8		8		16	34	
SUBTOTAL	8	24	28	56	32	32	180	

SECTION 600								
GEOTECHNICAL REPORT								
	PIC	PM	SE	Eng	AE	ET	TOTAL	
601 Research Available Subsurface Data								
602 Field Reconnaissance								
603 Subsurface Investigation Plan								



**MassDOT - HIGHWAY DIVISION**  
**SCOPING WORKBOOK Form 1.3 Work Hour Estimate**

City/Town	Stoughton	Contract No.:	
Location:	Central Street at Canton Street (Route 27) and Tosca Drive	Assignment No.:	
		ProjInfo No.:	

SECTION 600 (Cont'd)										
GEOTECHNICAL REPORT										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
604	Subsurface Investigation Inspection									
605	Office Studies, Analysis and Testing									
606	Geotechnical Report									
607	Meetings, Reviews and Liaison									
608	Final Plans, Specifications and Estimate									
SUBTOTAL										
SECTION 700										
PROJECT DEVELOPMENT (STRUCTURAL)										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
701	Field Investigation									
702	Determine Bridge Configuration									
703	Preliminary Structural Analysis									
704	Comparative Design and Cost Analysis									
705	Preliminary Structures Report Preparation									
706	Bridge Type Selection Worksheet Preparation									
707	Meetings and Liaison									
SUBTOTAL										
SECTION 710										
SKETCH PLANS										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
711	Establish Boring Locations									
712	Hydraulics Study and Report (Bridges over Water)									
713	Sketch Plan Development									
714	Meetings, Coordination and Liaison									
715	Constructability Review									
716	Submission Checklist									
SUBTOTAL										
SECTION 750										
FINAL BRIDGE DESIGN										
		PIC	PM	SE	Eng	AE	ET	TOTAL		
751	Structural Design - Superstructure									
752	Structural Design - Substructure									
753	Bridge Layout Geometrics									
754	Contract Drawings									
755	First Review Submission									
756	Quantity Cost Estimates									
757	Special Provisions									

MassDOT - HIGHWAY DIVISION

SCOPING WORKBOOK Form 1.3 Work Hour Estimate

City/Town	Stoughton		Contract No.:				
Location:	Central Street at Canton Street (Route 27) and Tosen Drive		Assignment No.:				
			ProjInfo No.:				

SECTION 750 (Cont'd)							
FINAL BRIDGE DESIGN							
	PIC	PM	SE	Eng	AE	ET	TOTAL
758 Second Review Submission							
759 FHWA Reviews							
760 Meetings and Liaison							
761 Constructability and Quality Control (QC) Review							
762 Submission Check List							
SUBTOTAL							

SECTION 800							
PS&E SUBMISSION							
	PIC	PM	SJ	Eng	AE	ET	TOTAL
801 Respond to 100% Comments		8	8	16	16	4	52
802 Finalize Plans, Specifications and Estimate		12	8	32	32	24	108
803 Prepare Detail Sheets		2	2	8	8	2	22
804 Combine Highway and Bridge	Not Anticipated						
805 Quality Control (QC) Review	4	16	8				28
806 Finalize Bottom Up Estimate and Estimate Reconciliation (if required)	Not Anticipated						
807 Finalize Construction Contract Time Determination		4	8				12
808 Finalize Incentives/Disincentives	Not Anticipated						
SUBTOTAL							
	4	42	34	56	56	30	222

SECTION 900							
CONSTRUCTION ENGINEERING							
	PIC	PM	SE	Eng	AE	ET	TOTAL
901 Pre-Bid Services	2	4	8	8		4	26
902 Pre-Construction Conference		4	4				8
903 Highway Shop Drawings and Signal Permit		4	8	16			28
904 Bridge and Wall Shop Drawings	Not Anticipated						
905 Bridge Construction Procedures	Not Anticipated						
906 Furnishing Advice and Field Visits	2	20	8	24	8	8	70
907 Geotechnical Construction Evaluation	Not Anticipated						
908 Bridge Rating and Photographs	Not Anticipated						
909 Signal Inspection/Fine Tuning		8		24			32
SUBTOTAL							
	4	40	28	72	8	12	164



### SCOPING WORKBOOK Form 1.4 Summary Table

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# MassDOT - HIGHWAY DIVISION

## SCOPING WORKBOOK

Contract No #	EXHIBIT B BUDGET - COST PLUS		
	PRELIMINARY ENGINEERING	CONSTRUCTION ENGINEERING	TOTALS
(a) Labor Costs	\$170,490.00	\$19,720.00	\$190,210.00
(b) Expenses	\$27,630.00	\$500.00	\$28,130.00
TOTAL FEE	\$198,120.00	\$20,220.00	\$218,340.00
MAXIMUM OBLIGATION			\$218,340.00
Expenses			
	Design	Construction	TOTAL
Travel, Meals, Lodging	\$600.00	\$250.00	\$850.00
Printing, Shipping	\$1,200.00	\$250.00	\$1,450.00
CTD (Joel S. Lunger)	\$7,550.00		\$7,550.00
Pavement Cores (Briggs)	\$1,810.00		\$1,810.00
Signal Borings (Briggs)	\$16,470.00		\$16,470.00
TOTAL DIRECT COSTS	\$27,630.00	\$500.00	\$28,130.00



November 27, 2017

John Tamburrini, PE  
Greenman-Pedersen, Inc.  
181 Ballardvale Street, Suite 202  
Wilmington, MA 01887

Re: Stoughton-Tosca Drive  
Contract Time Determination

Dear John:

I am pleased to provide this proposal for Construction Scheduling Services for the subject project.

Scope

To provide a Contract Time Determination in accordance with MassDOT CTD Guidelines per RFP Scope:

75%, 100% and PS&E Design:

1. Critical Path Method schedule utilizing Oracle/Primavera P6.
2. Provide the results in a report complete with recommendations on project durations and access restraints including documentation of assumptions, sequence of construction, critical path, contingency, key submittals and resources.
3. Draft Special Provisions Section 8.0 for Milestones and Access Restraints coordinated with the PUC,

Above items to be provided and/or updated only as applicable for the noted design submittals. For example the development of Section 8.0 may not be practical at the 75% design submittal.

Coordination:

1. Design Drawings, Specifications, Engineers Estimate, and PUC worksheet are to be provided by GPI, as applicable, prior to beginning the tasks for each phase.
2. Road User Impact Calculations, if required, to be performed by GPI.
3. Alternative/Acceleration schedules are to be included only when directed for a pre-approved Lump Sum fee.

John Tamburrini, PE  
November 27, 2017  
Page 2

I propose to perform the above services for Lump Sum Fees as follows:

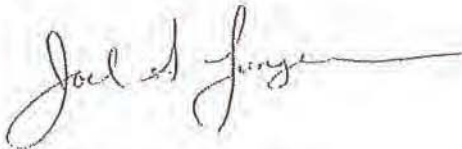
Task 400 – 75%	\$ 5,250
Task 450 – 100%	\$ 1,150
Task 800 – PS&E	\$ 1,150

The distribution of the individual fees above are approximate. I have assumed that each task will not necessarily include comprehensive updates to all of the individual scope components (i.e. schedule, milestones, PUC coordination, etc...). Therefore if a submittal is eliminated, the associated charges will likely still apply.

Thank you for this opportunity to be of service to Greenman-Pederson.

Please call me if you have any questions.

Sincerely,



**Joel S. Lunger, P.E. (DBA)**





## Briggs Engineering & Testing

A DIVISION OF PK ASSOCIATES, INC.

December 6, 2017

Greenman-Pederson, Inc.  
181 Ballardvale Street, Suite 202  
Wilmington, MA 01887  
Attn. John Tamburrini, P.E.

RE: Fee Proposal – Pavement Cores and Soil Sampling-  
Route 27 and Tosca Drive, Stoughton, MA

Dear Mr. Tamburrini,

Pursuant to your request, Briggs Engineering & Testing is pleased to submit this proposal to perform bituminous coring, sampling and testing at the above referenced project site in accordance with your request dated November 21, 2012. The pricing for the scope of work stated in your request is as follows.

1.	Removal of six (6) 6" diameter bituminous cores for determination of pavement thickness and sampling of soil to a depth of 12"	\$720.00
2.	Sieve Analysis and classification of six (6) sub-base s extracted from the core holes	\$480.00
3.	Patch with high performance cold patch.	\$180.00
4.	Police Detail	\$430.00
	Total	\$1,810.00

A detailed report will be prepared which will include all test results and photographic documentation of the pavement cores. The above quoted price assumes work can be performed between the hours of 8:00 am and 5:00 pm and that GPI will mark locations of the test pits and cores on the street.

If you have any questions concerning the aforementioned proposal, please do not hesitate to contact me at 781-871-6040

Very truly yours,  
Briggs Engineering & Testing  
A Division of PK Associates, Inc.

Paul M. Skorohod  
President



Briggs Engineering & Testing  
A Division of PK Associates, Inc.

December 18, 2017  
Proposal No. MA. 02.1686.0

c/o Mr. John Tamburrini, PE  
181 Ballardville Street, Suite 202  
Wilmington, MA 01887

**RE: Proposal for Geotechnical Borings, Coring and Report  
Proposed Traffic Control Mast Arm Foundations  
Tosca Drive, Stoughton, MA**

In response to our recent request, Briggs Engineering & Testing, A Division of PK Associates, Inc. (Briggs) is pleased to submit this proposal for geotechnical test borings, likely rock cores and report for the above project. The scope of our investigation is as follows.

#### **SCOPE OF SERVICES**

Two (2) test borings will be advanced at or near the two proposed traffic signal mast-arm support locations identified in your RFP. B-1 will be located in the southbound travel lane of Tosca Drive as a rock wall and raised ground prevent drilling at proposed location. B-2 will be drilled at its intended location across Central Street, south of B-1. One supplemental probe will be advanced within about 5 feet of original B-1 and B-2 if these borings encounter refusal shallower than 16 feet. Boring locations might require adjustment in the event the signs, trees, overhead wires, underground utilities objects prevent truck rig access to these locations or if shallow refusals less than 16 feet deep are encountered. B-1 will be drilled in the existing Tosca Drive southbound lane.

A police detail and traffic signage and cones will be required as stated in this proposal. A Mass DOT permit is required for this project and will be acquired by the Drilling Subcontractor.

[www.briggsengineering.com](http://www.briggsengineering.com)  
Offices in Boston, MA and Cumberland, RI

100 Weymouth Street, Unit B1, Rockland, MA  
ph 781-871-6040, fax 781-871-7982



### **Utility Clearance**

Prior to advancing borings, Briggs will pre-mark the test boring locations for Dig Safe utility clearance by the Drilling Contractor. Local water and sewage departments will also be contacted if they are not in the Dig Safe network. The drillers and Briggs will not be responsible for damage to subsurface utilities not marked by Dig Safe or municipal water and sewage departments. The investigation may be delayed if underground utilities are identified at or near proposed boring locations unless alternate locations are identified by the client prior to Dig Safe pre-marking.

If Dig Safe indicates that subsurface utilities prevent drilling in proposed locations and/or above grade obstructions such as the boulder wall, signs overhead wires or other obstructions such as trees or telephone poles prevent drilling in proposed areas, further adjusting of proposed boring locations may be warranted or Air Vacuum Excavation (Vac Ex) of soils to about 6 feet depth may be necessary to complete borings within 3 feet laterally from marked subsurface utilities. The cost for Vac Ex is included in this proposal and can be deducted if utilities do not conflict with proposed boring locations.

### **Boring and Coring Depths**

Each boring will extend to a maximum depth of 20 feet if refusal is encountered at 16 feet or deeper. Borings that encounter refusals shallower than 16 feet will be either relocated less than 5 feet from the proposed locations or cored 10 feet or to soil depth of at least 20 feet. Sampling will be in five-foot intervals with a minimum 18-inch penetration for each sample, as typical. A blow count of 100 blows per 6 inch or less penetration by the split spoon sampler will constitute refusal.

If shallow refusal(s) are encountered in dense inorganic soils at 10 feet or deeper, supplemental probes will be drilled within 5 feet of the proposed boring location and will consist of augur advancement to refusal with no sampling. Drilling through cobbles boulders is a slow process and rock drilling is slower. Also, setting up traffic cones and signs and police detail at each location will also delay drilling. Two days of drilling is estimated for completion of this investigation using rock coring to penetrate rock, if necessary to required drilling depth of 20 feet. Shallow rock or cobbles and boulders in glacial till is expected given our experience in this part of Town.

If bedrock or boulders are encountered in the soils then coring through boulders can be accomplished through one boulder but not more boulders due to equipment capabilities. Therefore, multiple probes might be necessary to extend through cobbles and boulders if encountered. If loose, soft or organic soils are encountered deeper than 15 feet then the borings shall extend a minimum 25 feet. If deeper soft or loose or organic soils exist, then the borings will need to extend to at least 10 feet into



medium dense or denser soils or rock. These conditions are not expected based on prior projects within ½ mile of this project site.

The borings will be backfilled with soils from these explorations matching surrounding grade. If necessary, offsite sandy fill will be used to complete backfilling. Borings will be advanced using drilled washed casing and backfill will be loose and wet. The final four feet below ground surface then compacted by the handle of a long shovel for the upper four feet. The final four inches of the boring will be filled with hot mix asphalt patch in B-1 within existing asphalt area. Briggs will not inspect or further backfill the holes after the drilling date. Settlement of backfill may occur after drilling. If further repairs are required, Briggs can provide a separate proposal for limited re-filling and re-patching with asphalt patch.

A Geotechnical Report will be submitted and will provide foundation design parameters including allowable soil bearing pressure and lateral earth pressure parameters. The report will describe the proposed construction. Boring logs will be prepared by a Geotechnical Engineer and will present Bernier Soil Classifications and groundwater conditions. If rock cores are completed, the rock will be identified, weathering and jointing will be noted and Rock Quality Designation will be measured and calculated. These data will be listed on the test boring logs or in the report. A location sketch will show locations of borings relative to existing and proposed site features.

#### **SCHEDULE**

Briggs will initiate utility clearance and schedule the drilling services after our receipt of written authorization of this proposal. Typically drilling can be scheduled within 2 to 3 weeks after authorization to proceed with drilling. It is our understanding that drilling will be requested in the summer of 2018 or possibly Fall 2018. Briggs will require 3 weeks advance notice to schedule drilling plus additional time required to get the required Mass DOT Permit.

The borings will require two full days for cased borings with rock coring as discussed above. The report will be completed about 8 business days after the borings are completed. If the borings reveal loose, soft or organic soils extending below 20 feet, then additional day(s) of drilling may be required. This condition is not expected based on our experience in this area. Briggs will prepare the Geotechnical Report after all drilling is completed to competent bearing depths unless specifically requested by the client. **Winter Conditions** – Delays could occur if this project is delayed by snow or ice storm or snow banks taller than 6 inches.



### **ESTIMATED COSTS**

ITEM	COST/UNIT	ESTIMATED UNITS	ESTIMATED COST
1. Engineer to Initiate Utility Clearance plus travel	\$70/hr	4	\$ 280
2. Engineer to Direct Test Boring Contractor, Classify Soils, Excavated Test Pits plus travel time	\$70/hr x 20hrs		\$ 1400
3. Drill Rig & Travel Time	\$2700/day	2	\$ 5400
4. Rock Coring	\$52/LF	20 max	\$ 1040
5. Vac. Ex prior to Drilling borings	\$3300/day	1	\$ 3300
6. Traffic Cones (approx. 12)	\$100/day	2	\$ 200
7. Hot Mix Asphalt Patch Pavement	\$2700	1	\$ 2700
8. Mileage Expense	\$30/round trip	3	\$ 90
9. Police Detail	\$430/day	2	\$ 860
10. Permits Procurement	\$100/hr	5	\$ 500
Permit Fee	paid by client	1	\$ 0
11. Report	\$70/hr	10	\$ 700
<b>Total Estimated Cost:</b>			<b>\$ 16,470</b>

Soil and rock drilling will be accomplished at the above rates as necessary to complete the above scope of services. The cost for Vac. Ex is included in this proposal and can be deducted if utilities do not conflict with proposed boring locations and Vac. Ex is not needed. This will be determined after Dig Safe marking is done by Dig Safe and local Water and Sewer. Permits Procurement cost is based on typical time required including travel time to prepare and submit required Application.

Total billing may be less than then above total cost estimate if rock drilling or less rock coring is accomplished or if Vac Ex is not necessary due to congested subsurface utilities in area of proposed borings.

### **AUTHORIZATION**

Authorization of this contract will constitute permission for Briggs and the drilling subcontractor to access the site. Briggs will not exceed the above noted Total Estimated Cost without your prior authorization. Briggs requires receipt of a **\$14,000 retainer fee** prior to mobilizing the drill rig to the site. This will cover the drilling services, Vac Ex, Police Detail and Permit Procurement which are subcontracted to Briggs. Billing will be Invoiced monthly with full payment of remaining balance due within thirty days of our Invoices for the services. Outstanding balances beyond thirty days will accrue 18% simple interest payable to Briggs until paid in full. If total project cost is less than 14,000 (If items such as Vac Ex are not necessary) then Briggs will

Proposal for Investigation, Proposed Mast-Arm Foundations  
Tosca Drive, Stoughton, MA

Proposal No. 02.1686.0  
Page 5 of 5

refund un-used portion of retainer fee after the Report is delivered by Briggs and all billing is complete.

If the conditions of this proposal are acceptable to you, please sign one copy and return it to our office. If you have any questions, please feel free to call.

Very truly yours,  
**Briggs Engineering & Testing**  
*A Division of P.K. Associates, Inc.*

David W. Gelsser  
Project Engineer

RECEIPT OF THIS PROPOSAL IS ACKNOWLEDGED AND THE CONDITIONS  
CONTAINED HEREIN ARE ACCEPTED BY THE CLIENT.

APPROVED FOR: \_\_\_\_\_  
AUTHORIZED BY \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_

Print/Type Name & Title:  
\_\_\_\_\_



## **TRANSPORTATION ENGINEERING SERVICES**

### **BACKGROUND**

In accordance with the goals set forth in the Town of Stoughton Comprehensive Master Plan for Transportation and Circulation, the Engineering Department has utilized a Transportation Engineering Consultant to analyze and manage traffic throughout Stoughton to minimize congestion and maximize safety.

### **TASKS COMPLETED USING PREVIOUS FUNDS**

#### **Central Street/ Pleasant Street Intersection:**

- Updated signal equipment, adjusted signal timing, geometry, lane configuration, pedestrian/bicycle accommodations and signage to reduce congestion and improve safety of the intersection.

#### **Town Square:**

- Repaired malfunction in Master Control Box, evaluated short term improvements and provided cost effective recommendations relative to signalization adjustments, roadway improvements, pedestrian/ bicycle safety and signage.

#### **Town-wide Traffic Signal Inventory:**

- Performed assessment and inventory of 15 traffic signals
- A Traffic Signal As-built and Signalization Plan has been prepared for each intersection.

#### **Intersection Assessment and Conceptual Design:**

- Performed preliminary analysis and design on three (3) priority intersections in Town.

### **PROJECTED USE OF REQUESTED FUNDS**

- Begin definitive survey and design for intersection upgrades and potential signalization of two (2) priority Intersections (Canton Street & School Street intersection and Pleasant Street & Lincoln Street intersection).
- General on-call traffic engineering services, as needed.

### **COST**

The estimated cost for the coming fiscal year is \$125,000.

## PROPOSED ARTICLE FOR 2018 TOWN MEETING

ARTICLE \_\_

(ID \_\_)

### TRANSPORTATION ENGINEERING SERVICES

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, if any, and/or borrow a sufficient sum of money to continue services with our Consultant to provide Transportation related engineering analysis, design, and surveying services as needed, or take any other action relative thereto.

*Requested funds = \$125,000*

Petitioner: Board of Selectmen  
Requested by Craig Horsfall, Interim Town Engineer



**PROPOSED ARTICLE FOR 2018 TOWN MEETING**

**SUPPORTING DOCUMENTATION FOR  
TRANSPORTATION ENGINEERING SERVICES**

**(SEE ATTACHED)**



Ref. MAX-2017067.07

December 27, 2017

Mr. Marc J. Tisdelle, P.E., Town Engineer  
Stoughton Town Hall  
Engineering Department, 2<sup>nd</sup> floor  
10 Pearl Street  
Stoughton, MA 02072

**SUBJECT: Task Order No. 07**  
Pleasant Street at Lincoln Street  
Intersection Upgrades

Dear Mr. Tisdale:

As requested, **Greenman-Pedersen, Inc. (GPI)** is pleased to submit this original and one (1) copy of our Letter of Understanding (LOU) to provide engineering plans for traffic and safety upgrades and reconstruction of the Pleasant Street at Lincoln Street intersection. Work is anticipated to include minor geometric modifications, traffic signal warrant analysis and potential traffic signal installation. Additional work will include field survey and research to provide right of way and provisions for ADA accommodations.

The services to be provided for this Task Order are set forth in detail under Section I. This LOU, when executed, will serve as a contract between the Town of Stoughton (Town) and GPI (Consultant) for the Consultant to complete the work outlined in the Scope of Services presented herein.

### **SECTION I. – Scope of Services**

The following work is anticipated.

#### ***Task I – Data Collection – Pleasant Street at Lincoln Street***

In order to assess traffic operations, GPI proposes to obtain the following traffic data at the intersection of Canton Street at School Street:

- Peak Hour Turning Movement Counts (TMC) (typical weekday 7-9AM and 4-6 PM). The TMCs will include pedestrian and bicycle counts as well as identify heavy vehicle percentages.
- Automatic Traffic Recorder Counts (ATR) (48 hours typical weekday). It is assumed that two (2) roadway approaches will be counted.
- Crash Data
  - o Crash Data for the most recent five (5) year period will be researched through the Town's Police Department files. It is assumed the Town will provide this data to GPI
- Site Visit
  - o GPI will conduct a site visit to assess the physical characteristics of the intersection.



Mr. Marc J. Tisdale P.E.

Task Order 07

December 27, 2017

Page 2 of 4

### ***Task 2 – Survey & Base Plan Preparation – Pleasant Street at Lincoln Street***

GPI will complete a field survey of the Pleasant Street at Lincoln Street Intersection. The survey will identify roadway features (curbing, utilities, pavement markings, etc.) as well as the right-of-way lines.

AutoCAD baseplans will be developed for use in the geometric design, potential signal equipment layout, pavement markings and wheelchair ramp locations.

### ***Task 3 – Analysis – Pleasant Street at Lincoln Street***

GPI will develop a baseline level of service (LOS) analysis under existing and future (10 year horizon) conditions for both the morning (AM) and afternoon (PM) peak hours. The analysis will be completed for the existing signal operations as well as for an optimized operations scenario. The analysis will be completed using the SYCNHRO software package.

### ***Task 4 – Conceptual Alternatives – Pleasant Street at Lincoln Street***

GPI will develop conceptual plans and provide order of magnitude construction costs for the following scenarios:

1. Geometric modifications
2. Potential installation of traffic signal devices.

### ***Task 5 – Technical Memorandum***

GPI will prepare a technical memorandum summarizing the existing conditions as well as the operations and recommendations associated with each of the concepts developed. The technical memorandum will also include an order of magnitude cost associated with each concept. All anticipated permitting issues, environmental concerns, Right of Way issues, property impacts, utility impacts upgrades/impacts, ADA issues shall reported.

### ***Task 6 – Preliminary and Final Design***

Once the final alternative for the Pleasant Street at Lincoln Street intersection is selected by the Town, GPI will prepare preliminary plans and specifications for review by the Town. GPI will incorporate any comments from the Town's review into the Final Plans, Specifications and Construction Estimate suitable for advertising and construction by the town.

### ***Task 7 – Project Coordination/Meetings***

GPI will meet with Town Officials as necessary to present conceptual designs and related operational analysis. The scope of work assumes a total of two (2) project related meetings.

### ***Task 8 – Construction Services***

Construction Services and Inspection are currently not included in this scope of work. Upon completion of the Final Design, GPI will discuss the needs for Construction Services with the Town of Stoughton.



Mr. Marc J. Tisdale P.E.  
Task Order 07  
December 27, 2017  
Page 3 of 4

## **SECTION 2. – Schedule**

GPI will complete Tasks 1 through 5 within six (6) weeks of receiving written Notice to Proceed from the Town, weather permitting. Task 6 – Preliminary and Final Design will be dependent on the review and approval by the Town. Task 7 will be undertaken as needed and directed by the Town.

## **SECTION 3. – Compensation**

The Town shall pay the Consultant for Basic Services rendered under Section 1, in connection with all work described herein a fee not to exceed Forty Eight Thousand Seventy Dollars and Zero Cents (\$48,070.00) without authorization by Town. Payment shall be on a time and materials and expense basis at the direct labor rate of the assigned individual, and multipliers specified in the General Services Agreement.

The Level of Effort for each component of the above described fee is as follows:

Assignment #7		
<u>Labor</u>		<u>Cost</u>
Task 1		\$1,620.00
Task 2		\$8,940.00
Task 3		\$2,000.00
Task 4		\$2,920.00
Task 5		\$5,880.00
Task 6		\$22,300.00
Task 7		\$3,660.00
Task 8		\$0.00
Labor Subtotal		\$47,320.00
Expenses		\$750.00
Total		\$48,070.00





**Greenman - Pedersen, Inc.**

Engineering and Construction Services

Mr. Marc J. Tisdale P.E.  
Task Order 07  
December 27, 2017  
Page 4 of 4

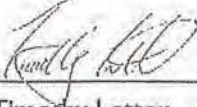
**SECTION 4. – Acceptance**

If this LOU meets with your approval, please sign, date and return one (1) copy to our office, to the attention of John Diaz

Very truly yours,

**GREENMAN-PEDERSEN, INC.**

**APPROVAL OF SCOPE OF SERVICES  
TOWN OF STOUGHTON**

By:   
\_\_\_\_\_  
Timothy Letton  
Executive Vice President/  
New England Branch Manager

By: \_\_\_\_\_  
Marc J. Tisdelle, P.E.  
Stoughton Town Engineer

Date: 12/28/17

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

By: \_\_\_\_\_  
Maureen Doherty  
Procurement Officer

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

Assignment Description:		7		Lincoln at Pleasant		12/27/17 MAX-2017067.07		Dates: Job #:			
Rate	Principal-in-Charge (Branch Manager) \$250.00	Principal-in-Charge (Vice President) \$230.00	Project Manager (Vice President) \$220.00	Senior Project Manager/Senior Engineer \$175.00	Project Manager/Project Engineer \$150.00	Engineer/Inspector \$100.00	Assistant Engineer/Junior Inspector \$85.00	Senior Technician \$75.00	Administration \$55.00	HRLY TOTAL	FEE TOTAL
TASKS											
		4				4		4		12	\$ 1,620.00
Task 1 - Data Collection		4				40		36		86	\$ 8,940.00
Task 2 - Survey & Base Plan Preparation		2		5		12	4			18	\$ 2,000.00
Task 3 - Analysis		4				20				24	\$ 2,920.00
Task 4 - Conceptual Alternatives		4				36	16			56	\$ 5,880.00
Task 5 - Technical Memorandum		16				72	52			180	\$ 22,300.00
Task 6 - Preliminary and Final Design		8				8	12			28	\$ 3,660.00
Task 7 - Project Coordination /Meetings					Not Anticipated					0	
Task 8 - Construction Services											
Expenses											\$ 750.00
TOTAL ASSIGNMENT \$ 48,070.00										Labor Cost \$ 47,320.00 Expenses \$ 750.00	
Expenses										TOTAL ASSIGNMENT \$ 48,070.00	
TMC \$ 500.00										Expenses	
ATR \$ 500.00										TOTAL \$ 750.00	
Expenses										TOTAL \$ 750.00	





## Greenman - Pedersen, Inc.

Engineering and Construction Services

Ref. MAX-2017067.06

December 27, 2017

Mr. Marc J. Tisdelle, P.E., Town Engineer  
Stoughton Town Hall  
Engineering Department, 2<sup>nd</sup> floor  
10 Pearl Street  
Stoughton, MA 02072

SUBJECT: **Task Order No. 06**  
Canton Street at School Street  
Intersection Upgrades

Dear Mr. Tisdale:

As requested, **Greenman-Pedersen, Inc. (GPI)** is pleased to submit this original and one (1) copy of our Letter of Understanding (LOU) to provide engineering plans for traffic and safety upgrades and reconstruction of the Canton Street at School Street intersection. Work is anticipated to include minor geometric modifications, traffic signal warrant analysis and potential traffic signal installation. Additional work will include field survey and research to provide right of way and provisions for ADA accommodations.

The services to be provided for this Task Order are set forth in detail under Section I. This LOU, when executed, will serve as a contract between the Town of Stoughton (Town) and GPI (Consultant) for the Consultant to complete the work outlined in the Scope of Services presented herein.

### **SECTION I. – Scope of Services**

The following work is anticipated.

#### ***Task I – Data Collection – Canton Street at School Street***

In order to assess traffic operations, GPI proposes to obtain the following traffic data at the intersection of Canton Street at School Street:

- Peak Hour Turning Movement Counts (TMC) (typical weekday 7-9AM and 4-6 PM). The TMCs will include pedestrian and bicycle counts as well as identify heavy vehicle percentages.
- Automatic Traffic Recorder Counts (ATR) (48 hours typical weekday). It is assumed that two (2) roadway approaches will be counted.
- Crash Data
  - Crash Data for the most recent five (5) year period will be researched through the Town's Police Department files. It is assumed the Town will provide this data to GPI
- Site Visit
  - GPI will conduct a site visit to assess the physical characteristics of the intersection.

Mr. Marc J. Tisdale P.E.

Task Order 06

December 27, 2017

Page 2 of 4

***Task 2 – Survey & Base Plan Preparation – Canton Street at School Street***

GPI will complete a field survey of the Canton Street at School Street Intersection. The survey will identify roadway features (curbing, utilities, pavement markings, etc.) as well as the right-of-way lines.

AutoCAD baseplans will be developed for use in the geometric design, potential signal equipment layout, pavement markings and wheelchair ramp locations.

***Task 3 – Analysis – Canton Street at School Street***

GPI will develop a baseline level of service (LOS) analysis under existing and future (10 year horizon) conditions for both the morning (AM) and afternoon (PM) peak hours. The analysis will be completed for the existing signal operations as well as for an optimized operations scenario. The analysis will be completed using the SYCNHRO software package.

***Task 4 – Conceptual Alternatives – Canton Street at School Street***

GPI will develop conceptual plans and provide order of magnitude construction costs for the following scenarios:

1. Geometric modifications including potential closure of Summer Street
2. Potential installation of traffic signal devices.

***Task 5 – Technical Memorandum***

GPI will prepare a technical memorandum summarizing the existing conditions as well as the operations and recommendations associated with each of the concepts developed. The technical memorandum will also include an order of magnitude cost associated with each concept. All anticipated permitting issues, environmental concerns, Right of Way issues, property impacts, utility impacts upgrades/impacts, ADA Issues shall reported.

***Task 6 – Preliminary and Final Design***

Once the final alternative for the Canton Street at School Street Intersection is selected by the Town, GPI will prepare preliminary plans and specifications for review by the Town. GPI will incorporate any comments from the Town's review into the Final Plans, Specifications and Construction Estimate suitable for advertising and construction by the town.

***Task 7 – Project Coordination/Meetings***

GPI will meet with Town Officials as necessary to present conceptual designs and related operational analysis. The scope of work assumes a total of two (2) project related meetings.

***Task 8 – Construction Services***

Construction Services and Inspection are currently not included in this scope of work. Upon completion of the Final Design, GPI will discuss the needs for Construction Services with the Town of Stoughton.





Mr. Marc J. Tisdale P.E.  
Task Order 06  
December 27, 2017  
Page 3 of 4

**SECTION 2. – Schedule**

GPI will complete Tasks 1 through 5 within six (6) weeks of receiving written Notice to Proceed from the Town, weather permitting. Task 6 – Preliminary and Final Design will be dependent on the review and approval by the Town. Task 7 will be undertaken as needed and directed by the Town.

**SECTION 3. – Compensation**

The Town shall pay the Consultant for Basic Services rendered under Section 1, in connection with all work described herein a fee not to exceed Fifty One Thousand Four Hundred Thirty Dollars and Zero Cents (\$51,430.00) without authorization by Town. Payment shall be on a time and materials and expense basis at the direct labor rate of the assigned individual, and multipliers specified in the General Services Agreement.

The Level of Effort for each component of the above described fee is as follows:

Assignment #6	
<u>Labor</u>	<u>Cost</u>
Task 1	\$1,620.00
Task 2	\$8,940.00
Task 3	\$2,740.00
Task 4	\$3,320.00
Task 5	\$6,620.00
Task 6	\$23,780.00
Task 7	\$3,660.00
Task 8	\$0.00
Labor Subtotal	\$50,680.00
Expenses	\$750.00
<b>Total</b>	<b>\$51,430.00</b>



**Greenman - Pedersen, Inc.**

Engineering and Construction Services

Mr. Marc J. Tisdale P.E.  
Task Order 06  
December 27, 2017  
Page 4 of 4

**SECTION 4. – Acceptance**

If this LOU meets with your approval, please sign, date and return one (1) copy to our office, to the attention of John Diaz

Very truly yours,

**GREENMAN-PEDERSEN, INC.**

**APPROVAL OF SCOPE OF SERVICES  
TOWN OF STOUGHTON**

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

Timothy Letton  
Executive Vice President/  
New England Branch Manager

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

Marc J. Tisdelle, P.E.  
Stoughton Town Engineer

Date: 12/28/17

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

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

Maureen Doherty  
Procurement Officer

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





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Merrill Engineers & Land Surveyors  
427 Columbia Road  
Hanover, MA 02339

Tax Parcel I.D. # 069 085 0

#### EASEMENT FOR GAS FACILITIES

THIS EASEMENT FOR GAS FACILITIES (this "Easement") is granted this by the Town of Stoughton, whose address is 10 Pearl Street, Stoughton, Massachusetts 02072 ("Grantor") acting by and through its Board of Selectmen pursuant to the authority given by G.L. c.83, §4 and any and every other authority appertaining, in favor of Bay State Gas Company d/b/a Columbia Gas of Massachusetts, a Massachusetts corporation, with its principle place of business located at 4 Technology Drive, Westborough, Massachusetts 01581, its successors and assigns ("Grantee").

#### WITNESSETH

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a (20) foot easement depicted as "Easement A" on that certain plan entitled: "Easement Area Plan, Pine Street and North School Drive, Stoughton, Massachusetts," dated November 29, 2017, prepared by Merrill Engineers and Land Surveyors, 427 Columbia Road, Hanover, MA, 02339, for the exclusive right to perform the following under, upon, on, over, across and through Grantor's property referenced in that deed recorded with the Norfolk County Registry of Deeds on June 14, 1967 in Book 4433, Page 727 (the "Premises"):

1. Construct, install, operate, maintain, replace, repair, renew, alter the size of, and remove or abandon (in place) one or more pipelines, gas mains, markers and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections (within the Easement Area as defined below), installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection



(collectively, the "Gas Facilities");

2. Perform pre-construction work;
3. Ingress to and egress from the Easement Area by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands;
4. Exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the Commonwealth of Massachusetts or the United States Environmental Protection Agency (or successor-in-duty).

The Gas Facilities are to be located within a twenty (20) foot permanent right-of-way centered on the Gas Facilities installed on the Premises as further described as "Easement A" on that certain plan entitled: "Easement Area Plan, Pine Street and North School Drive, Stoughton, Massachusetts," dated November 29, 2017, prepared by Merrill Engineers and Land Surveyors, 427 Columbia Road, Hanover, MA, 02339 attached hereto and incorporated herein (the "Easement Area").

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, paved or gravel roads or paved or gravel passageways or trails on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the Gas Facilities or appurtenances constructed under this Easement. Grantor will not change the depth of cover or conduct grading operations within the Easement Area. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any Gas Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor represents that, to the best of its knowledge:



1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Basement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;

2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use; and,

3. The Basement Area is not currently and has not previously been used for commercial or industrial purposes.

With regard to the Basement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

#### GRANTOR TO GRANTEE SPECIAL CONDITIONS:

1. If access is needed on North School Drive, then service should be scheduled either after 3pm on Mon-Fri while school is in session, on Saturday anytime, or when the school is closed for holiday or recess.

2. If emergency access is needed on North School Drive during school hours, then the Director of Maintenance & Operations Stoughton Public Schools must also be notified at the time of scheduling. Call: 508-326-9666, or the Secretary to the Superintendent of Schools @ 781-344-7007, ext. 1232.



All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Grantor, acting by and through its Board of Selectmen pursuant to the authority given by G.L. c.83, §4 and any and every other authority appertaining, has duly executed this Easement for Gas Facilities this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF SELECTMEN

\_\_\_\_\_  
Robert J. O'Regan; Chairman

\_\_\_\_\_  
Michael Sullivan; Vice Chairman

\_\_\_\_\_  
Richard C. Hill, Member

\_\_\_\_\_  
Stephen Cavey, Member

\_\_\_\_\_  
Christine Howe, Member

THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018 before me, the undersigned notary public, personally appeared \_\_\_\_\_, the above-named member of the Town of Stoughton Board of Selectmen, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018 before me, the undersigned notary public, personally appeared \_\_\_\_\_, the above-named member of the Town of Stoughton Board of Selectmen, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

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NORFOLK, ss

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\_\_\_\_\_  
Notary Public  
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

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\_\_\_\_\_  
Notary Public  
My Commission Expires:







#### LEGAL DESCRIPTION OF AREA OF TOSCA DRIVE TO BE EXTINGUISHED

Beginning at a point on the southeasterly line of Tosca Drive, said point lying N 35° 58' 48" E a distance of one thousand two and twenty three hundredths (1002.23) feet from a point of tangency in said southeasterly line of Tosca Drive, as described and accepted as a public way in document recorded with Norfolk Deeds in Book 6200, Page 187; thence

Continuing N 35° 58' 48" E for a distance of one hundred sixty seven and ninety eight hundredths (167.98) feet to a point in said southeasterly line of Tosca Drive, said point lying S 35° 58' 48" W a distance of 26.55 feet from the northeasterly terminus of the southeasterly line of Tosca Drive as described and accepted as a public way in document recorded with Norfolk Deeds in Book 6200, Page 187; thence

S 54° 01' 12" E for a distance of nine and ninety eight hundredths (9.98) feet to a point of curvature; thence

Along a curve to the right with a radius of seventy (70.00) feet and an arc length of two hundred five and eighty two hundredths (205.82) feet to a point of reverse curvature; thence

Along a curve to the left with a radius of thirty (30.00) feet and an arc length of forty one and eight hundredths (41.08) feet to the point of beginning.

Containing 9,245 square feet or 0.2122 acres.





MAP 31, LOT 39  
Buckley Drive  
Tosca Drive  
Norfolk County  
Massachusetts

#### LEGAL DESCRIPTION OF MAP 31, LOT 39

All that certain parcel of land in the Town of Stoughton, County of Norfolk, and Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point on the southeasterly line of Tosca Drive, said point being the northeasterly terminus of the southeasterly line of Tosca Drive as described and accepted as a public way in document recorded with Norfolk Deeds in Book 6200, Page 187; thence

S 52° 06' 40" E by land now or formerly of Tosca Associates LLC for a distance of three hundred twenty and thirty six hundredths (320.36) feet to a point; thence

S 67° 34' 00" W by land now or formerly of R & C Real Estate LLC for a distance of two hundred eighty six and 24 hundredths (286.24) feet to a point on the northeasterly line of Buckley Drive; thence

N 54° 01' 12" W by said northeasterly line of Buckley Drive for a distance of one hundred forty and twenty three hundredths (140.23) feet to a point of curvature; thence

Along a curve to the right with a radius of thirty (30.00) feet and an arc length of forty seven and twelve hundredths (47.12) feet to a point of tangency on the southeasterly line of Tosca Drive; thence

N 35° 58' 48" E along said southeasterly line for a distance of thirty (30.00) feet to a point of curvature; thence

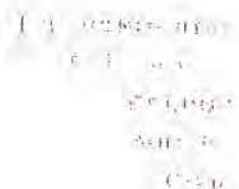
Along a curve to the right with a radius of thirty (30.00) feet and an arc length of forty one and eight hundredths (41.08) feet to a point of reverse curvature; thence

Along a curve to the left with a radius of seventy (70.00) feet and an arc length of two hundred five and eighty two hundredths (205.82) feet to a point of tangency; thence

N 54° 01' 12" W for a distance of 9.98 feet to a point on the southeasterly line of Tosca Drive, the previous three calls forming the southerly, southeasterly, easterly, and northeasterly line of a turning area of Tosca Drive; thence

N 35° 58' 48" E along said southeasterly line of Tosca Drive for a distance of twenty six and fifty five hundredths (26.55) feet to the point of beginning.

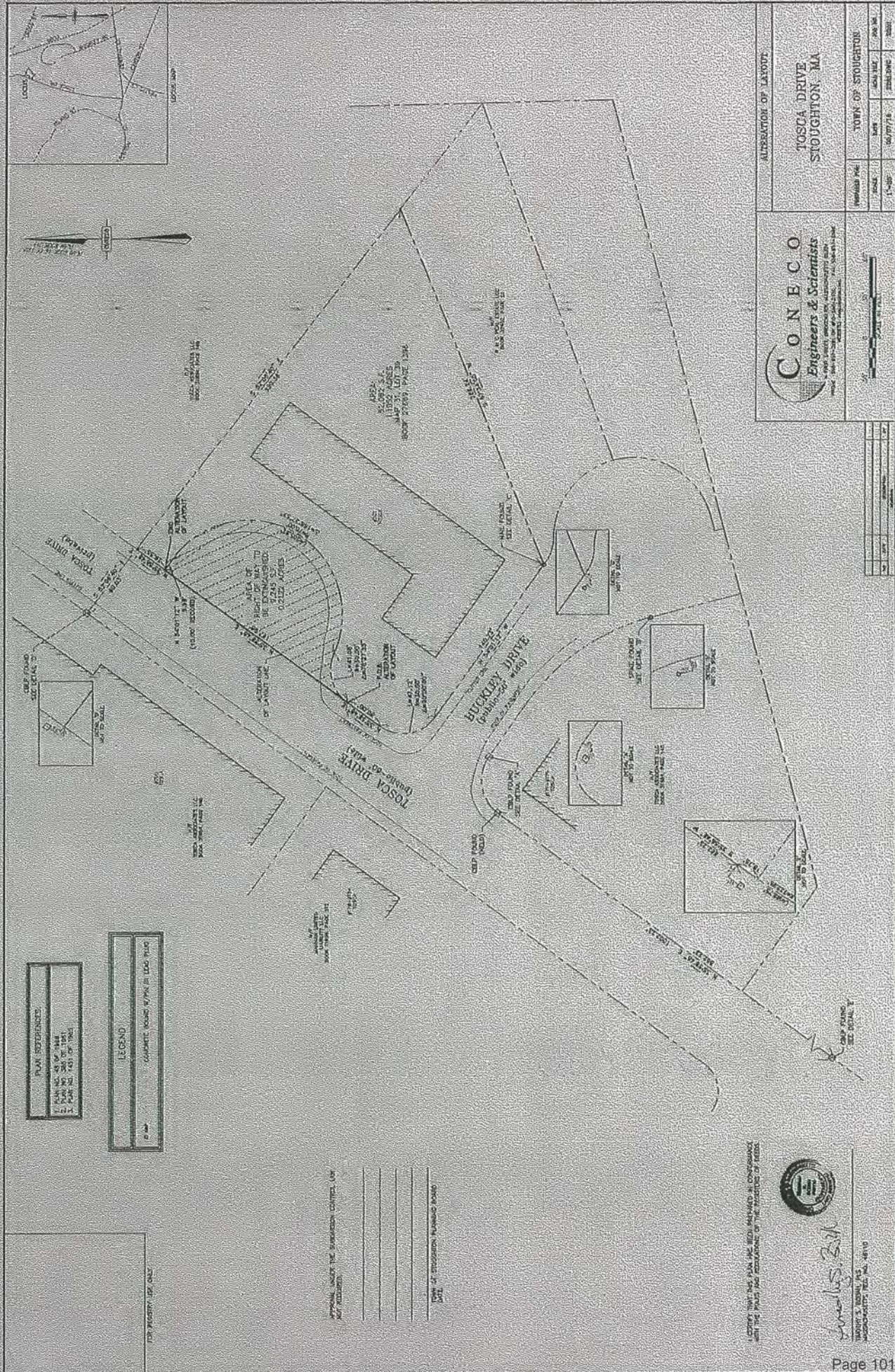
Containing 52,062 square feet or 1.1952 acres



Beginning at a point on the southeasterly line of Tosca Drive, said point lying N 35° 58' 48" E a distance of one thousand two and twenty three hundredths (1002.23) feet from a point of tangency in said southeasterly line of Tosca Drive, as described and accepted as a public way in document recorded with Norfolk Deeds in Book 6200, Page 187; thence

Continuing N 35° 58' 48" E for a distance of one hundred sixty seven and ninety eight hundredths (167.98) feet to a point in said southeasterly line of Tosca Drive, said point lying S 35° 58' 48" W a distance of 26.55 feet from the northeasterly terminus of the southeasterly line of Tosca Drive as described and accepted as a public way in document recorded with Norfolk Deeds in Book 6200, Page 187.





PLAN REFERENCES:

1	PLAN 101
2	PLAN 102
3	PLAN 103

LEGEND:

—	CONCRETE ROAD WITHIN 10' OF ROAD
---	----------------------------------

APPROVAL, SIGNATURE THE SUPERVISOR, TOWN OF STOUGHTON, MASS.

DATE

NOTES: THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE PLAN AND RESOLUTIONS OF THE BOARD OF HEALTH.



Timothy S. Binkley  
 Timothy S. Binkley, P.E.  
 48110  
 MASSACHUSETTS, REG. NO. 48110

**CONECO**  
 Engineers & Scientists  
 1000 WEST WASHINGTON STREET  
 STOUGHTON, MASSACHUSETTS 01975

ALTERATION OF LAYOUT

TOSCA DRIVE  
 STOUGHTON, MA

PROJECT NO.	DATE	SCALE	BY	CHECKED BY
1-100	10/1/10	1"=40'	T.S.B.	T.S.B.



## **ARTICLE 42 Disposing of Town Property**

To see if the Town will vote to authorize the Board of Selectmen and/or its designee to dispose by auction town owned property; or take any other action relative thereto.

<b>Parcel ID</b>	<b>Property Location</b>	<b>Acres</b>	<b>Value</b>
103 009	Page St	.12	\$14,600

Inserted by: Board of Selectmen  
Date: February 7, 2017

**RECOMMENDATION:** Refer to Town Meeting

BOARD OF SELECTMEN: Vote unanimously to approve this article

FINANCE COMMITTEE: Voted unanimously to refer to Town Meeting with a positive recommendation

*(see Article Reference for map)*

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## **ARTICLE 43 Tosca Drive - Survey and Revised Street Layout and Legal Services To Prepare for Sale**

To see if the Town will vote raise and appropriate, transfer, or borrow a sufficient sum of money to authorize the Board of Selectmen and/or its designee to hire a consultant to survey, prepare a revised street layout plan of Tosca Drive extending from Buckley Drive to the end of the publically accepted portion of the Tosca Drive, and have legal counsel prepare and record all necessary documentation, and any other necessary work to -subdivide, sell, auction, or dispose of a portion of the Tosca Drive roadway layout consisting of approximately 9,000 +/- s.f. directly abutting 201 Tosca Drive (map 031 Block 39) to the west, including all incidental and related costs; or take any other action relative thereto.

**Est Cost:** \$10,000

Inserted by: Board of Selectmen  
Date: February 7, 2017

**RECOMMENDATION:** That the Town will vote to transfer \$10,000 from free cash and to authorize the Board of Selectmen and/or its designee to hire a consultant to survey, prepare a revised street layout plan of Tosca Drive extending from Buckley Drive to the end of the publically accepted portion of the Tosca Drive, and have legal counsel prepare and record all necessary documentation, and any other necessary work to -subdivide, sell, auction, or dispose of a portion of the Tosca Drive roadway layout consisting of approximately 9,000 +/- s.f. directly abutting 201 Tosca Drive (map 031 Block 39) to the west, including all incidental and related costs; or take any other action relative thereto.

BOARD OF SELECTMEN: Voted unanimously to support this article.

FINANCE COMMITTEE: Voted unanimously to approve this article

*(see Article Reference for map)*



TOWN OF SHARON  
and  
TOWN OF STOUGHTON  
SEWER CONNECTION AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Sharon, County of Norfolk ("SHARON"), the Town of Stoughton, County of Norfolk ("STOUGHTON"), Parrish Family, LLC, a Massachusetts limited liability company with an address of 355 Bay Road, Sharon, MA 02067, and Crescent Ridge Dairy, Inc., a Massachusetts corporation with an address of 355 Bay Road, Sharon, MA 02067 (collectively the "SEWER USER"), the owner and operator, respectively, of the real property known and numbered as 355 Bay Road, Sharon, Massachusetts (the "Property"). The Property is more particularly shown as Lot 1 on Sharon Assessors' Map 114, and is more particularly described in the Deed recorded with the Norfolk County Registry of Deeds in Book 15288, Page 263, and the Plan entitled "Plan of land in Sharon, Massachusetts" prepared for Robert E. and Stanley E. Parrish, by Dunn Engineering Company, Inc., recorded with said Deeds in Plan Book 400 as Plan Number 514.

WHEREAS, the SEWER USER operates a commercial dairy processing facility and accessory uses (the "Facility") on the Property, which Property and Facility are currently served by an on-site subsurface sewage disposal system; and

WHEREAS, SHARON has no existing common sewer system at the Property and SHARON desires the connection of the proposed sewer outlet at the Property in SHARON to the common sewer system in STOUGHTON under the terms and conditions herein stated, and

WHEREAS, the Sewer User desires to connect a proposed sewer outlet at the Property to the common sewer system of STOUGHTON, and

WHEREAS, STOUGHTON is agreeable to the aforesaid connection to its common sewer system upon the terms and conditions hereinafter stated, and

WHEREAS, the SEWER USER has entered into a separate agreement (the "SHARON AGREEMENT") with SHARON wherein it agrees to perform all construction and installation of the sewer line and connection in SHARON, and pay all costs, fees and charges and expenses in connection therewith, all as set forth in the SHARON AGREEMENT, and to further indemnify SHARON from the same.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other valuable consideration, the receipt of which is herein acknowledged by the respective parties, SHARON and STOUGHTON, pursuant to the authority contained in Section 4 and 4A of Chapter 40 of the General Laws of the Commonwealth of Massachusetts, and the SEWER USER, do agree and covenant as follows:



1. STOUGHTON agrees and hereby permits the connection of said sewer outlet and pipes crossing the boundary line of SHARON into STOUGHTON and to the common sewer system of STOUGHTON via a pipe on Bay Road in SHARON. In addition, the SEWER USER agrees to comply with the regulations and permit procedures of STOUGHTON and its Engineering Department and Public Works Department regarding excavation and the opening of street surfaces and shall insure that all construction locations in STOUGHTON are restored to their pre-construction conditions to the reasonable satisfaction, and in compliance with the regulations of STOUGHTON and its Public Works Department. The location of the area in SHARON from which sewerage will originate is limited to the existing Facility at the Property as shown on Exhibit A and no other location.
2. The volume of sewerage to be conveyed from the Property and existing Facility as shown on the aforesaid Exhibit A to STOUGHTON is limited to a maximum of 10,000 gallons for any one day, which such gallonage shall be solely from the Property and existing Facility as shown on the aforesaid Exhibit A.
3. This agreement is limited to sanitary sewage from the existing Facility which uses have been approved by STOUGHTON and the Massachusetts Water Resources Authority ("MWRA"). Characteristics of wastes delivered to the STOUGHTON sewer system from SHARON shall conform to the requirements of STOUGHTON and the MWRA, and MWRA's TRAC program as applicable, as may be amended from time to time.
4. No other wastes, properties or facilities, except as expressly provided herein, shall be connected to that portion of the SHARON system connected to the STOUGHTON system.
5. The discharge of sanitary sewage into the STOUGHTON system shall be subject to all the rules and regulations of STOUGHTON and its Engineering Department including any future amendments thereto. If a violation occurs, STOUGHTON reserves the right, after 72-hours advance, written notice to both the SEWER USER and SHARON and a reasonable opportunity for the SEWERS USER to cure, to exercise appropriate self-help measures to ensure the enforcement of the applicable rules and regulations. In the event of a continuing violation following notices, the SEWER USER shall be assessed a penalty of \$500.00 per day for as long as the metered flow exceeds 10,000 gallons per day. If the violation continues for a period of more than thirty (30) days, "self-help" shall include the right of STOUGHTON to terminate this agreement and reject any future flow.
6. Construction plans and specifications for all sewerage facilities in SHARON to be connected to the STOUGHTON system shall be submitted the STOUGHTON Engineering Department for approval prior to making connection to the system. This requirement also applies to any future extension in SHARON which is proposed to tie into the original system.
7. It is agreed that all sewer construction in SHARON which will tie into the STOUGHTON system shall be subject to periodic field inspections by authorized representatives of



STOUGHTON. Not less than 72-hours notice, or such additional time as reasonably required by STOUGHTON, shall be given to the STOUGHTON Engineering Department prior to making a connection to the STOUGHTON system. All connections shall meet the approval of the STOUGHTON Engineering Department. No connection shall be allowed for any properties other than the Property and existing facility identified on Exhibit A absent the written authorization of SHARON, STOUGHTON and the SEWER USER.

8. The SEWER USER agrees to make infiltration and/or exfiltration tests on all pipelines installed in SHARON which are connected to the STOUGHTON system, with leakage limits to be in accordance with acceptable standards, and all tests to be witnessed by, and written reports available to, representatives of the STOUGHTON Engineering Department .
9. This agreement and permission is made upon the express condition and understanding that STOUGHTON and SHARON assume no liability whatsoever for payment of the construction, installation, maintenance or repair costs and expenses of laying out such sewer pipes and of connecting the proposed sewer outlet of the aforesaid SHARON to the common sewer system of STOUGHTON. The SEWER USER agrees to perform, at its sole cost and expense, all construction relating to the sewer connection to the satisfaction of the STOUGHTON Engineering Department and said construction, installation, maintenance and repair work shall be accomplished upon such terms as herein stated and shall be approved by the STOUGHTON Engineering Department.
10. The SEWER USER shall submit to the STOUGHTON Engineering Department for its review both the completed application for the Sewer Use Discharge (SUD) Permit and the SUD Permit itself. The SUD Permit should expressly state the sampling and testing requirements for discharge from the SEWER USER's Facility. The SEWER USER shall conform to all MWRA requirements for sampling and testing and shall provide STOUGHTON with all reports required by and/or prepared in accordance with the MWRA's requirements.
11. STOUGHTON shall disclose to the SEWER USER its most recent tv camera inspection results of the sewer infrastructure, i.e. the gravity trunk sewers located on Lorraine Avenue in Stoughton to the connection at the intersection of Central Street in Stoughton, if said inspection was conducted within the last \_\_\_\_\_ and/or, at STOUGHTON's expense, conduct a new tv camera inspection within the first \_\_\_\_\_ months after this agreement is executed and supply the result of that inspection to the SEWER USER. After this initial inspection/disclosure, a second inspection shall be conducted by STOUGHTON approximately two years after the initial inspection. Thereafter, STOUGHTON shall conduct a tv inspection of the line as part of its regular inspection program which will occur approximately, but no more frequently than, every five years. The SEWER USER shall reimburse STOUGHTON in the amount of \_\_\_\_\_ for the cost of those subsequent inspections following the initial inspection. The SEWER USER shall only bear the cost of those subsequent regular inspections and, if STOUGHTON elects to undertake additional inspections or to undertake more frequent inspections beyond the regular inspections, STOUGHTON shall bear that cost of those additional inspections.



12. The SEWER USER shall install a water meter proximate and serial to the existing water meter, which shall conform with the MWRA's requirements and shall be readable remotely, so that STOUGHTON can remotely read said meter for billing purposes. Billing shall be based upon 100% of the flow measured by that meter. The SEWER USER shall agree to any reasonable requirement by the STOUGHTON Public Works Department to employ and install upgraded metering technologies and equipment over the term of this Agreement. The SEWER USER agrees to replace the meter if STOUGHTON deems it not to be in satisfactory working order, which replacement shall be done as soon as practical and which the new meter may also be inspected by STOUGHTON to confirm that they are functioning properly. The SEWER USER agrees to allow STOUGHTON access to the Property for the purpose of inspecting present water meters located on the property. The SEWER USER agrees to install any and all other equipment reasonably required by STOUGHTON to ensure that the water consumption can be accurately determined and properly monitored, including, but not limited to, any backflow prevention device or similar such equipment.
13. No other private land owner shall have the right to connect into or extend the Bay Road sewer main installed by the SEWER USER without the written consent of both the SEWER USER and STOUGHTON and SHARON.
14. The SEWER USER shall cause to be abated at least 40,000 gallons-per-day of peak design storm inflow as defined by MWRA's Policy #OP.11 into STOUGHTON's sewer system. The SEWER USER agrees to the proposal of Weston & Sampson Engineers, Inc., dated January 27, 2017 regarding identifying potential inflow sources, a copy of which is attached and incorporated herein. The SEWER USER shall pay an inflow mitigation inspection fee into escrow to be applied to the identification of potential inflow sources in accordance with the proposal of Weston & Sampson Engineers, Inc., dated January 27, 2017 in the amount of \$39,000. If sufficient peak design storm inflow is not identified through this project, the SEWER USER is responsible for additional investigations to identify sufficient inflow sources to comply with MWRA's Policy #OP.11. The SEWER USER is responsible for all costs associated with the identification of potential inflow sources and the removal of same in an amount sufficient to comply with MWRA's Policy #OP.11.
15. The SEWER USER shall submit to STOUGHTON a Sewer Connection Permit Application, and to SHARON AND STOUGHTON a Trench Permit Application, and Roadway Opening Permit, and shall pay the applicable fees for this project prior to commencing construction. The SEWER USER agrees to perform, at its sole cost and expense, all construction relating to the sewer connection as set forth in the sewer connection plans entitled "Sewer Connection Plan, Crescent Ridge Dairy, Inc., 355 Bay Road, Sharon, MA" dated May 24, 2017, to the satisfaction of STOUGHTON's Town Engineer and Public Works Superintendent.
16. The SEWER USER shall pay sewerage fees assessed at the sewer rates established by the STOUGHTON Board of Selectmen applicable generally to businesses in STOUGHTON. All sewer bills, inspection fees, and other expenses charged to the SEWER USER by STOUGHTON shall be paid within 30-days of receipt. All sewer rates shall be paid for by the SEWER USER upon receipt of an itemized bill or bills from STOUGHTON billed to the SEWER USER through the STOUGHTON billing department.



17. The SEWER USER agrees to pay STOUGHTON an administrative sewer tie in fee of \$14,800 representing a reasonable cost estimate of the Stoughton's expenses in connection with the establishment of the Sewer Connection Agreement including but not limited to professional consultations, legal fees, inspections, plan reviews, reporting and future administration.
18. The SEWER USER shall pay to STOUGHTON a sewer connection fee in accordance with the standard sewer connection fee policy of Stoughton  $[(\$250 + (\$3/\text{gallon}) = 250 + (\$3/\text{gallon} \times 10,000 \text{ GPD}) = \$30,250]$ .
19. Any other costs, not included in the other identified costs above, incurred by STOUGHTON for reviewing plans and specification and for time spent witnessing infiltration and leakage tests in SHARON, in relation to the construction program to sewer the above-mentioned Property and existing facility shall be paid for by the SEWER USER upon receipt of an itemized bill or bills from STOUGHTON billed to the SEWER USER through the STOUGHTON billing department.
20. The SEWER USER shall indemnify STOUGHTON from any and all fees, costs, expenses, or charges of any nature which may be assessed by MWRA because of this Agreement.
21. The term of this agreement shall be for the maximum 25-year period allowable in accordance with G.L. c.40, §4A, unless sooner terminated as herein provided.
22. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.
23. All notices required or permitted by this Agreement shall be in writing and shall be delivered in hand and/or sent by registered or certified mail, postage prepaid:

For STOUGHTON, addressed to:

*Town Manager  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072*

with a copy delivered to:

*Town Engineer  
Stoughton Town Hall  
10 Pearl Street*

*Stoughton, MA 02072*

*and*

*Water & Sewer Assistant Superintendent  
Town of Stoughton DPW  
950 Central St.  
Stoughton, MA 02072*

For SHARON, addressed to:

*Town Administrator  
Sharon Town Hall  
90 South Main Street  
Sharon, MA 02067*

with a copy delivered to:

*Department of Public Works  
217R South Main Street  
Box 517  
Sharon, MA 02067*

For SEWER USER, addressed to:

*Crescent Ridge Dairy, Inc.  
355 Bay Road  
Sharon, MA 02067*

Either Party may change its respective address by delivering written notice to the other at least ten days prior to the effective date of the change.

This agreement shall be executed in triplicate, one original to each party, to take effect as a sealed instrument; each copy thereof to be deemed an original.

**TOWN OF SHARON,  
by and through its BOARD OF SELECTMEN,**



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

Dated: \_\_\_\_\_

**TOWN OF STOUGHTON,  
by and through its BOARD OF SELECTMEN**

\_\_\_\_\_  
Robert O'Regan; Chairman

\_\_\_\_\_  
Michael Sullivan

\_\_\_\_\_  
Richard Hill

\_\_\_\_\_  
Christine Howe

\_\_\_\_\_  
Stephen Cavey

**PARRISH FAMILY, LLC**

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

Name: Mark J. Parrish

Title: Manager

Dated: \_\_\_\_\_

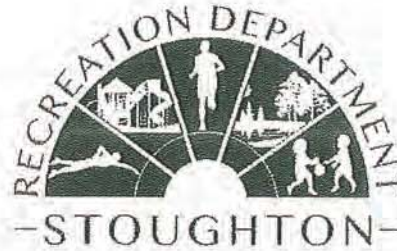
**CRESCENT RIDGE DAIRY, INC.**

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

Name: Mark J. Parrish

Title: Manager

Dated: \_\_\_\_\_



**To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, if any, and/or borrow a sufficient sum of money from CPA Open Space and Recreation fund for professional engineering/architectural services to prepare design and cost estimates, design specifications, bid packages, and secure construction administration and supervision services for the replacement of the Recreation Playground at the West School Athletic Complex.**

**Cost: \$75,000**

**Narrative:**

The Recreation Department in partnership with the Stoughton Public Schools propose the replacement of the West Elementary School Playground located behind the School building at 1322 Central Street in Stoughton.

The playground in its current state is a combination of structures that were installed over the course of time. The original main structure was purchased/donated and installed by Randolph Saving Bank. Then additional structures were installed at a later time in response to the "Head Start" program that was originally housed at the West School. This has resulted in equipment that is mis-matched and not suited for the age needs of the elementary school. Parts of the existing equipment were even removed to address safety concerns.

In addition to playground replacement, drainage issues have plagued the grounds as well. In the event of inclement weather, the surface of the playground floods and puddles almost immediately. This standing water remains for several days after a storm may pass. The flooding causes the structures and whole playground to be inaccessible to school children and the public.

This article is for the first year of a two-year process. The first year will focus on obtaining through proper procurement the services of a professional engineering/architectural firm to create design and cost estimates for CPA and Town meeting approval for replacement structures in FY20. Services will also include complete bid packages of plans and specifications and construction administration and supervision services.

If this article is approved, in FY20 we will approach town meeting for CPA funding for the purchase of playground equipment and installation along with the necessary site work to address drainage issues.

**Submitted by: Tim Davis, Recreation Department**



Town of Stoughton, Massachusetts  
Community Preservation Committee  
**Application to Request CPA Funds**

**\*\*IMPORTANT:** Before filling out this application, you may submit a one-page summary of your project to the CPC to determine eligibility for Community Preservation Act funds and discuss funding priorities. The CPC will invite you to a CPC meeting to review this pre-application project summary. Submit your project summary by November 30 to be at least 30 days in advance of the deadline for applications.

Please submit ten (10) hardcopies of application with all attachments to the Community Preservation Committee c/o Town Clerk, Town Hall, 10 Pearl Street, 1st Floor, and email a pdf of the full application to [barkas818@gmail.com](mailto:barkas818@gmail.com). Applications received by December 30 will be considered for recommendation at the next Annual Town Meeting. Note: The applicant is responsible to submit the warrant article for Town Meeting and to meet the necessary deadline requirements.

**Circle One or More Project Categories:**

Community Housing

Historic Preservation

Open Space

Recreation

**Project Name:** Stoughton Recreation Playground at the West School Athletic Complex

**Project Location**

**Street Address:** 1322 Central Street, Stoughton, MA 02072

**Assessor's Map & Lot #:** Map #044 Lot #252

**Legal Property Owner of Record:** Town of Stoughton, MA

**Project Sponsor(s)/Organization:** Stoughton Recreation Department

**Contact Person**

**Name:** John Denison/Tim Davis - Stoughton Recreation

**Telephone:** 781-341-1300 x9244

**Email:** Recreation@Stoughton-ma.gov

**Mailing Address:** 10 Pearl Street, Stoughton, MA 02072

**Project Sponsor's Signature:** 

**Date:** 12/14/17

**PROJECT COST:** (Note: If project/budget is more than three years, describe further in Project Narrative)

	First FY	Second FY	Third FY	Total
CPA Funds Requested	\$75,000	\$300,000		\$375,000
Amount of Other Funding				
Other Sources of Funding	\$20,000	\$20,000		In-Kind Work
Total Project Cost				\$375,000

**Do you anticipate your project may require bonding?** Yes No Not sure

**Is this request contingent on other funding?** Yes No (If yes, explain in response to Question #9 below)



# Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048  
www.stoughton-ma.gov

## **1. A detailed description of the project: What is the purpose and scope of the project?**

The Recreation Department in partnership with the Stoughton Public Schools propose the replacement of the West Elementary School Playground located behind the School building at 1322 Central Street in Stoughton.

The playground in its current state is a combination of structures that were installed over the course of time. The original main structure was purchased/donated and installed by Randolph Saving Bank. Then additional structures were installed at a later time in response to the "Head Start" program that was originally housed at the West School. This has resulted in equipment that is mis-matched and not suited for the age needs of the elementary school. Parts of the existing equipment were even removed to address safety concerns.

In addition to playground replacement, drainage issues have plagued the grounds as well. In the event of inclement weather, the surface of the playground floods and puddles almost immediately. This standing water remains for several days after a storm may pass. The flooding causes the structures and whole playground to be inaccessible to school children and the public.

In its entirety, this proposal includes the demolition and removal of the current playground structures and material. This would be done in kind by the Stoughton Department of Public Works. Our first priority would be to then survey the land, diagnosing, and correcting the drainage of the affected area. This would be done in partnership with a hired landscape architect/engineering firm. Once the drainage is corrected and suitable for building, we will then purchase and install a new, traditional style playground that includes all appropriate ground materials while passing National Recreation and Parks Association guidelines for safety. This includes ADA compliance and access.

## **2. How does the project preserve or enhance Stoughton's community character?**

The West School Playground is a central gathering space for the community both during school hours and out of school time. During school hours, the playground is used by hundreds of children on a daily basis through outdoor recreation time provided by the school curriculum. After school hours the playground is host to families of the neighboring community from all over the Town of Stoughton.

The playground borders the West School Athletic Complex which is home to the town youth sports groups as well as interscholastic competition. While games, matches, and practices are going on, it is not uncommon to see this playground utilized heavily. In 2017 alone, the Recreation Department permitted out over 2,000 hours of time for youth and interscholastic play on the complex. This does not include the wide range of private rentals and community events that take place on those fields, resulting in additional use of the playground facilities.



This project allows the playground to be brought up to standards that would allow use at all times throughout the year. Renovation of the playground site would eliminate safety issues with standing water and aging equipment. This project would bring a brand new playground and community meeting space to a side of our town that needs it most.

### **3. Demonstrate the community need for the project.**

The equipment located at this playground, while in working condition, is not appropriate for the age range of the school community. The current equipment is mismatched, and partially disassembled in cases to deter use and prevent incidents/injuries. This alone is a concern when as a department, we strive to offer safe community spaces for passive and active recreation.

Currently, statistics from the Department of Education show that 58% of the West School is on free or reduced lunch programs. This tell us that financially families may not be able to afford private club memberships for recreation purposes or fitness opportunities for their families. Having an up to date, accessible and safe playground provides not only physical health benefits but social and emotional benefits that these families and their children may need. The replacement of the playground will offer a meeting space for area families to gather and take part in passive and active recreation benefits.

### **4. How does the project achieve Town goals and objectives as laid out in the Community Preservation Plan, Affordable Housing Plan, Open Space and Recreation Plan, Community Development Plan, and any other relevant Town planning documents? Please be specific, citing document and page of each goal/object quoted.**

The following are excerpts from the *Town of Stoughton Open Space and Recreation Plan* (January 2017 Draft)

- Section 7 -1. SCORP Public Officials Survey
  - According to the web based town survey, survey respondents indicated that “playgrounds” require more resources.
- Section 7 – D. 1 Short and Long Range Maintenance/Improvement Plan
  - “Maintaining and improving existing facilities is the Towns top priority. Because public parks and open space are part of the Town/s ‘public face’ and have a significant impact on its sense of place”
- Section 8 Goals and Objectives
  - Goal 5: Provide Adequate access to safe, well maintained recreation facilities for all residents of Stoughton.
    - Provide adequate resources and coordination for existing municipal departments, boards, and commissions to manage and maintain facilities
    - Promote existing recreational (and conservation resources) to residents to increase awareness, encourage use, and promote environmental stewardship.
    - Provide recreational programming that meets the needs of all ages and abilities.
- Appendix B Page 9 of 13



- 18. In planning for future open space and recreation, how important are the following?
- 86% stated that Playgrounds were of high importance

The following is an excerpt from the *Town of Stoughton Master Plan* (Phase I : Vision and Existing Conditions Report (2013) & Phase II: Assessment, Recommendations and Implementation Plan (2015))

- Phase I : Vision and Existing Conditions Report (2013) – Page 19
  - The measure of a town’s success is evidenced by its ability to attract residents, businesses and visitors. Public input coupled with recent population and housing trends indicates that Stoughton lacks strength in this area. Visioning participants noted that a safe and enjoyable living environment would necessitate increasing activities for youth and assuring adequate public facilities and services including sidewalks and trail systems, parks and playgrounds and other areas to come together as a community. Over 80% of survey respondents indicated a desire for more active and passive recreation in town.
- Phase II: Assessment, Recommendations and Implementation Plan (2015) – Page 118
  - Survey participants were asked to identify what type of open space and recreational development they wanted to see more of in Stoughton, 84% indicated they would like to see some or much more development to serve active recreational activities and 74% supported some or much more development for passive recreation.
- Phase II: Assessment, Recommendations and Implementation Plan (2015) – Goals and Strategies, Page 121
  - The town must secure and maintain open space and recreational facilities adequate to support desired programs. These facilities include sports fields and courts, trails, water access sites, and parks and playgrounds. Additionally, linking these sites whenever possible to each other and to neighborhoods is desired.
- Phase II: Assessment, Recommendations and Implementation Plan (2015) - Page 121
  - Stoughton neighborhoods should strive to have well-defined edges and civic amenities within a comfortable walking distance such as schools and community centers, park and playgrounds, community gardens, and other amenities depending on their location and context in the community

**5. How will this project leverage funds from other sources? Will there be an in-kind contributions, donations, or volunteer labor? Are there fundraising plans? If seeking grants/loans from other funding sources, please include commitment letters from funders or letters of inquiry to funders.**

There will be multiple instances of “in-kind” donations and labor. Mark Tisdelle and the Town’s Engineering department have already offered support of this project by providing a topographical field survey of existing conditions. They have offered and executed the testing of catch basins and measurements of drainage systems that are already in place.

The Department of Public Works will take care of all demolition of the current structures and a portion of the playground fiber materials laid below the structures.



Lastly, The West School PTO has already been contacted and have verbalized their support both monetarily and conceptually for the project to take place. Their endorsement speaks to the need of this project for both children and families

**6. What is the nature and level of community support for this project? Please describe support in narrative and also attached letters of support.**

In the initial stages of this project the support has been overwhelmingly positive and immediate. The West Schools community, the Board of Selectman, the School Department, STONYAC and other users of the complex have indicated their support.

You will find letters of support attached with this application. We are waiting for others

**7. Will your project need any permits? Please describe nature of permits and inspections required and schedule of reviews, if possible.**

There will be no permits required.

**8. Detailed budget: Identify all sources and uses of funds; Clearly distinguish among costs to be paid from CPA funds versus other sources of funding; Identify hard and soft costs, contingencies, and project management time (from contracted managers or existing staff).**

The initial request is solely for funding of the engineering/architectural services. The following breakdown shows some costs that will come after the design stage.

Activity	Source of Funding	Amount
Topographical Survey of A) Existing Conditions B) Civil Site Plan	Stoughton Engineering Department (Work In-Kind)	\$15,000-\$20,000
A) Professional Engineering/Architectural Firm B) Design & Cost Estimates for CPA and Town Meeting Approval	CPA	\$25,000
Bidding including a complete bid package of plans and specifications	CPA	\$25,000
Construction administration and supervision	CPA	\$25,000

The following assumes funding in FY20 for actual construction of a new playground

Demolition of Existing Playground	Public Works Department	\$20,000 (Work In-Kind)
Purchase of Playground Equipment and Installation Including Site Work	CPA	\$300,000

**9. What are your project costs based on? Obtain written quotes for project costs whenever possible.**

Project costs are based on informed estimates in consultation with Joel Harding and Town Engineer, Marc Tisdelle. Architectural and engineering costs are our best estimate given the current bidding climate and the unknowns of the project (i.e. drainage)

**10. What maintenance responsibilities will be required to sufficiently maintain the resource? How much will annual and long-term maintenance cost? What entity will be responsible for these responsibilities and costs? How will this revenue be generated?**

Maintenance will be conducted and monitored by the Recreation Department. The current budget line items of "Grounds Maintenance Services and Supplies" will address any costs that may be incurred. This budget item is also the source of maintenance costs of additional playgrounds the Recreation Department has control over.

Maintenance that is already anticipated is annual safety inspections, seasonal clean ups, and funding for repairs. As current owners and supervisors of this playground in its current state, these cost are already built into the budget and are not required to be added. It is a safe assumption that replacement of this equipment will significantly decrease the cost of maintenance the department has paid in response to the current, poor conditioned equipment.

**11. Provide a project schedule showing all major project milestones and supporting information/explanation for the project's estimated timeline.**

December 13, 2017	Application to CPC
January 2018	Place article for Annual Town Meeting warrant
May 2018	Annual Town Meeting
July 2018	Work w/ Procurement for RFP for design/architectural services
August/September 2018	Select firm for design services
November 2018	Playground site design complete with cost estimates
December 2018	Seek CPC approval for playground replacement
January 2019	Place warrant article for Annual Town Meeting
May 2019	Annual Town Meeting
July 2019	Assuming Funding – Construction drawings, plans, and bid packages developed
August 2019	Bid Project
September 2019	Hire Contractor
October/November 2019	Construct/Install Playground



**12. What are the qualifications/experience of the project's sponsoring organization?**

**Provide mission statement, experience of the project manager, track record with summary of similar projects completed by the project manager and by the sponsoring organization.**

The Recreation Department's mission, is to "provide leisure time activities and programs to meet the diverse needs of Stoughton's varied population and to acquire, upgrade, and maintain current and future facilities"

The current employees of the department bring many years of education and expertise to the project. John Denison, Stoughton Recreation Director, is a 37-year veteran of the department and holds a Master's Degree in Education Leadership. Tim Davis, Assistant Recreation Director, is a Certified Parks and Recreation Professional (CPRP) from the National Parks and Recreation association. He holds his undergrad in Recreation Management and Masters in Recreation Leadership and Supervision. Tim's additional certification as a Certified Playground Safety Inspector (CPSI) will be and continues to be an asset to the monitoring and maintenance of all our playground. Finally, Joel Harding, Director of Maintenance and Operations for the Stoughton Public Schools will lend his extensive background and experience in project management.

Past, successful projects of the Recreation Department include:

- Complete design and renovation of the West School Athletic Complex in 1988
- Design and Planning of the CAPP playground installed by community volunteers in 1989
- Renovation of the Ames Pond Bathhouse in conjunction with the Ames Pond Citizens Committee and Southeastern Regional Technical School in 1995
- Complete Design and Renovation of Halloran Park in 2000
- Facilitating the generous donation of Bradley Lessa Memorial Playground by Ken and Lisa Lessa of Stoughton in 2008
- Complete design and renovation of the old CAPP playground, now completed and renamed the Children's Playspace at Halloran Park, completed in 2015

November 16, 2017

To: John Morton and the CPC Board

RE: West School Playground Project

Dear Board members,

As members of the West Elementary School PTO, we wholeheartedly support the recreation departments request for CPA monies to erect a playground in the town's property behind our school. We understand that there are many worthy projects presented to your committee, and we hope that this play space will be one you find deserving.

This project will not only benefit many of the children attending our school who may not have the luxury of a backyard or play area, but the multitude of children from Stoughton attending the many activities held on the fields located on this property. It is something all children of Stoughton could use and enjoy.

In addition, the WSPTO donated metal picnic tables on this site a few years ago. If this project goes forward, we hope you will be able to use/repurpose them.

Again, we hope that you will consider supporting this worthwhile project. We thank you for your continued efforts on behalf of the citizens of Stoughton.

Sincerely,

Colleen Palmer

West School PTO President





**STOUGHTON PUBLIC SCHOOLS**

232 PEARL STREET  
STOUGHTON, MASSACHUSETTS 02072-2397  
(781) 344-4000 FAX (781) 344-3789  
m\_rizzi@stoughtonschools.org

**MARGUERITE C. RIZZI, Ed.D.**  
SUPERINTENDENT OF SCHOOLS

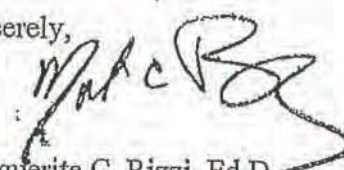
December 1, 2017

Town of Stoughton  
Community Preservation Act Committee  
John Morton - Chairman  
10 Pearl Street  
Stoughton, MA 02072

Dear Mr. Morton:

The Stoughton Public Schools and the West Elementary School Community would like to express our support for the site rehabilitation and playground structure replacement on the West School complex, adjacent to the West Elementary School. The Stoughton School Department and West Elementary School are committed to partnering with the Stoughton Recreation Department, the Stoughton Public Works Department and the Community Preservation Act Committee to see the project through to a successful conclusion.

Sincerely,

  
Marguerite C. Rizzi, Ed.D.  
Superintendent of Schools

MCR/lk

# **Stoughton Public Schools**

## **West Elementary School**

1322 Central Street, Stoughton, MA 02072

Tel. 781-344-7005 Fax 781-344-2973

Lisa M. Whelan, PhD

Principal

L.Whelehan@Stoughton Schools.com

*"Every student is achieving at his or her maximum potential in an engaging, inspiring, and inclusive learning environment where parents and teachers are partners in the learning process in order to foster the best in the whole child."*

*Where students and staff are:*

*-respectful and kind*

*-actively engaged in learning*

To Whom it May Concern,

12/4/17

I am writing this letter to express my sincere support for the Application of a Community playground at the West Elementary School complex. As Principal for the past two years at the West School, I witness the amount of use that this playground receives from the students of the West School and the general community.

The current playground surface and equipment are in need of great repair. The drainage underneath the playground causes major puddles and flooding when it rains or snows. Due to this, the children are not able to use the playground. This can happen frequently. During last winter, there were periods of 3-4 weeks where students were unable to use the playground. This requires them to play on the flat top area. The flat top area is not conducive to an active and appropriate play for children. Often times, students fall down and get hurt. By having a usable playground, students and children of the general community will have the opportunity to play on equipment that is structurally sound and safe.

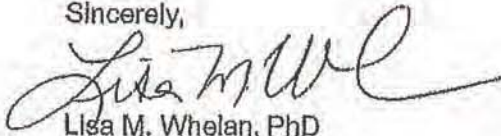
Since the West School Playground is located on the West School recreation complex, there are many families that use the playground after school, and on weekends when sports activities are occurring. The playground is also available to everyone in the community during the summer hours, when students are not in school. For many of these families, the children require a safe place to play as they do not have big backyards to play in.

It is my hope that the Community Preservation Committee will consider and approve the application for a new playground at the West Elementary School. This new playground will not only benefit the students of the school, but many families within the community of Stoughton. It is an investment towards the young children in our community. If you have any questions, feel free to contact me at the above number.

Thank you for your time.



Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa M. Whelan', with a stylized, flowing script.

Lisa M. Whelan, PhD

Principal

Cc: Joel Harding-Director of Maintenance

# Anthony Carafa

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PO BOX 44 Stoughton Mass 02072

12/03/2017

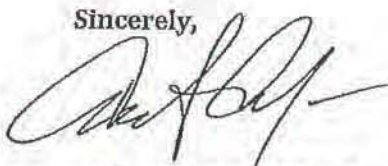
Community Preservation Committee members

**Dear Community Preservation Committee members:**

My name is Tony Carafa and I am Director of Stoughton Youth Athletic Club (STOYAC) softball, The league consists of girls that range in the ages of 5-14. We use the West School softball complex in Stoughton Massachusetts for all of our softball games. It was recently brought to my attention that there is the possibility of a renovation to the playground that are on the grounds. This letter is to show my support for such a project, our season runs from April until October every year and we also run several tournaments during these months and I can assure that the playground is a huge draw to the younger siblings and other towns that come play at our fields. The renovation would only add to the great experience the kids and families have while at our games and make more memories that last a lifetime.

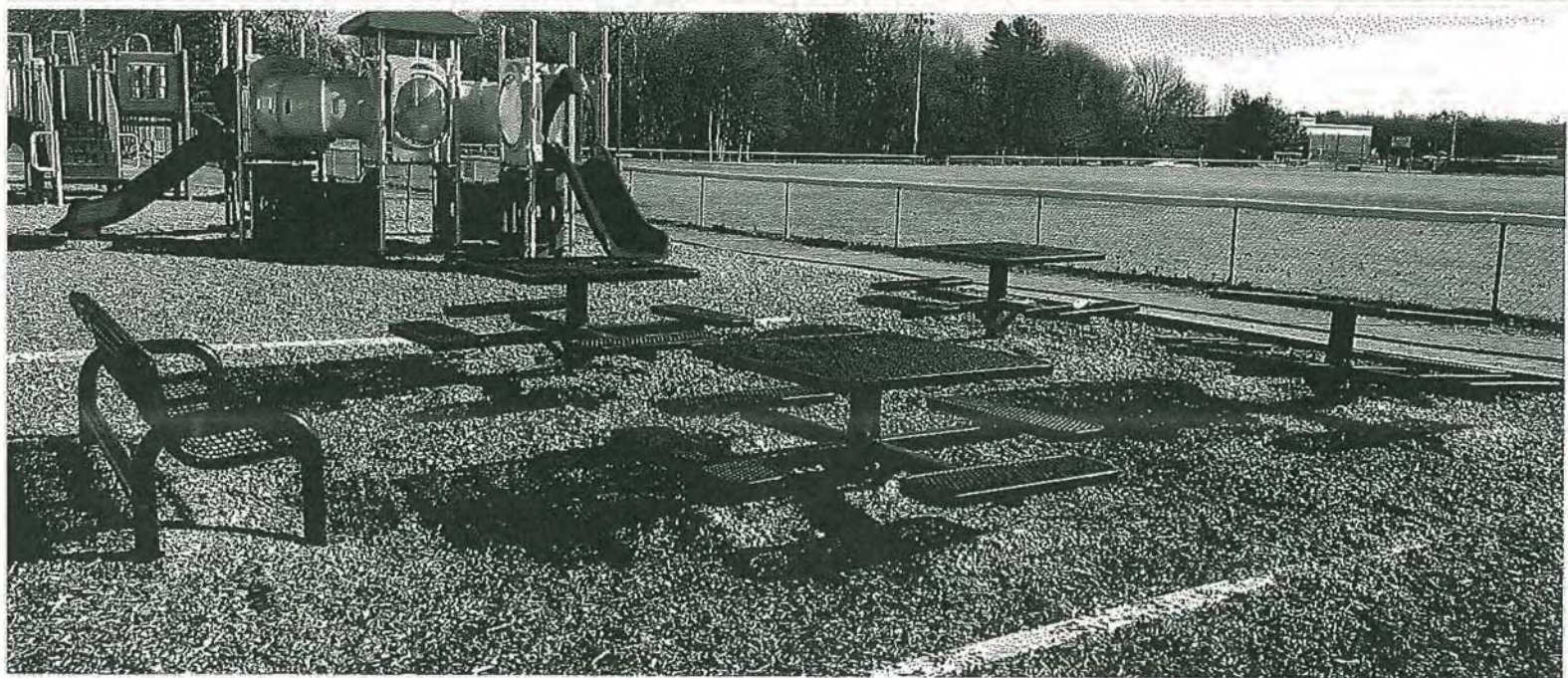
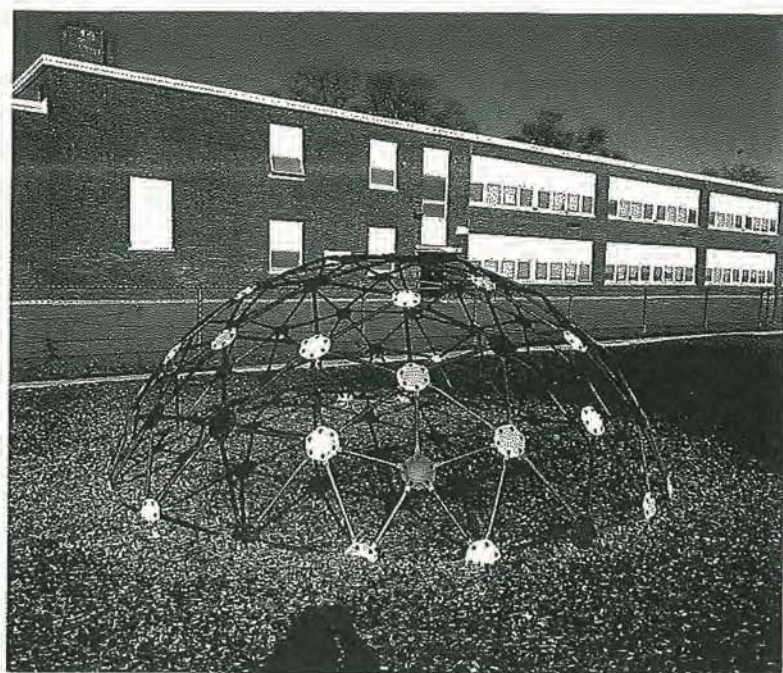
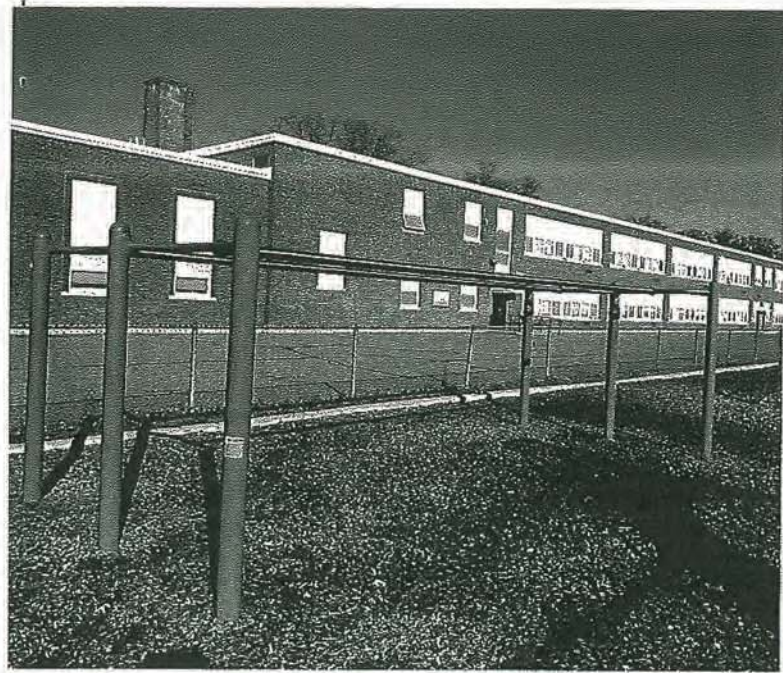
In closing I would urge the committee to approve the grant to allow the renovations, it would be doing a HUGE service to the youth of Stoughton.

Sincerely,



Anthony Carafa, Director STOYAC softball

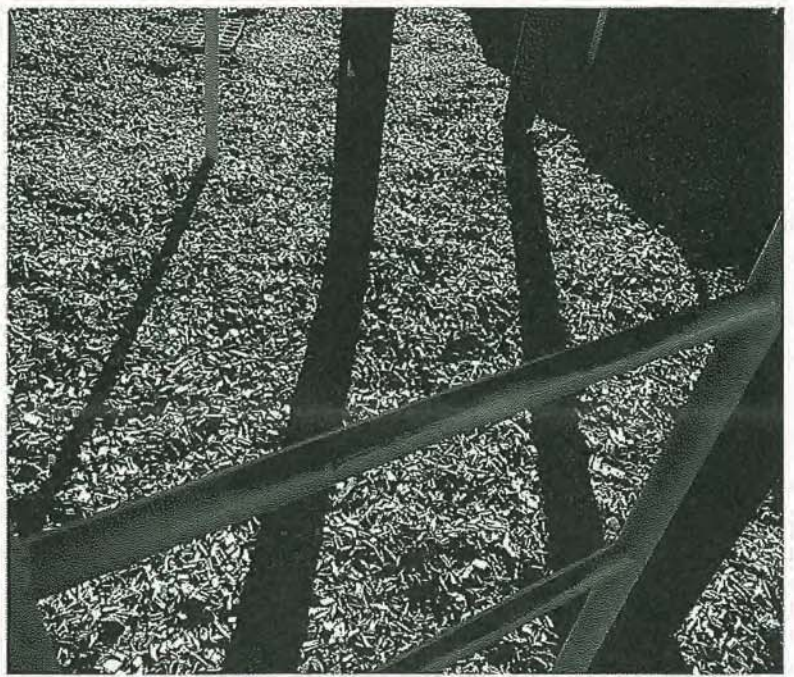
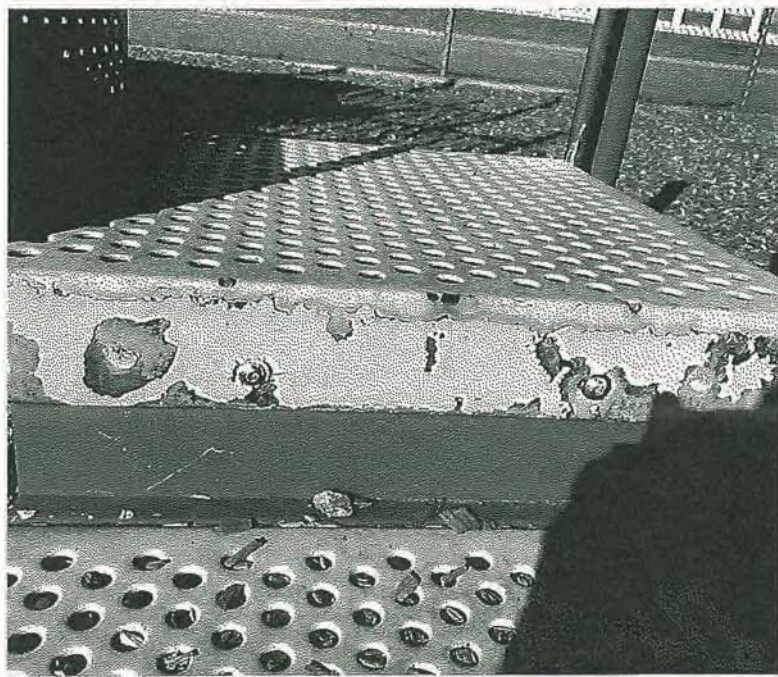
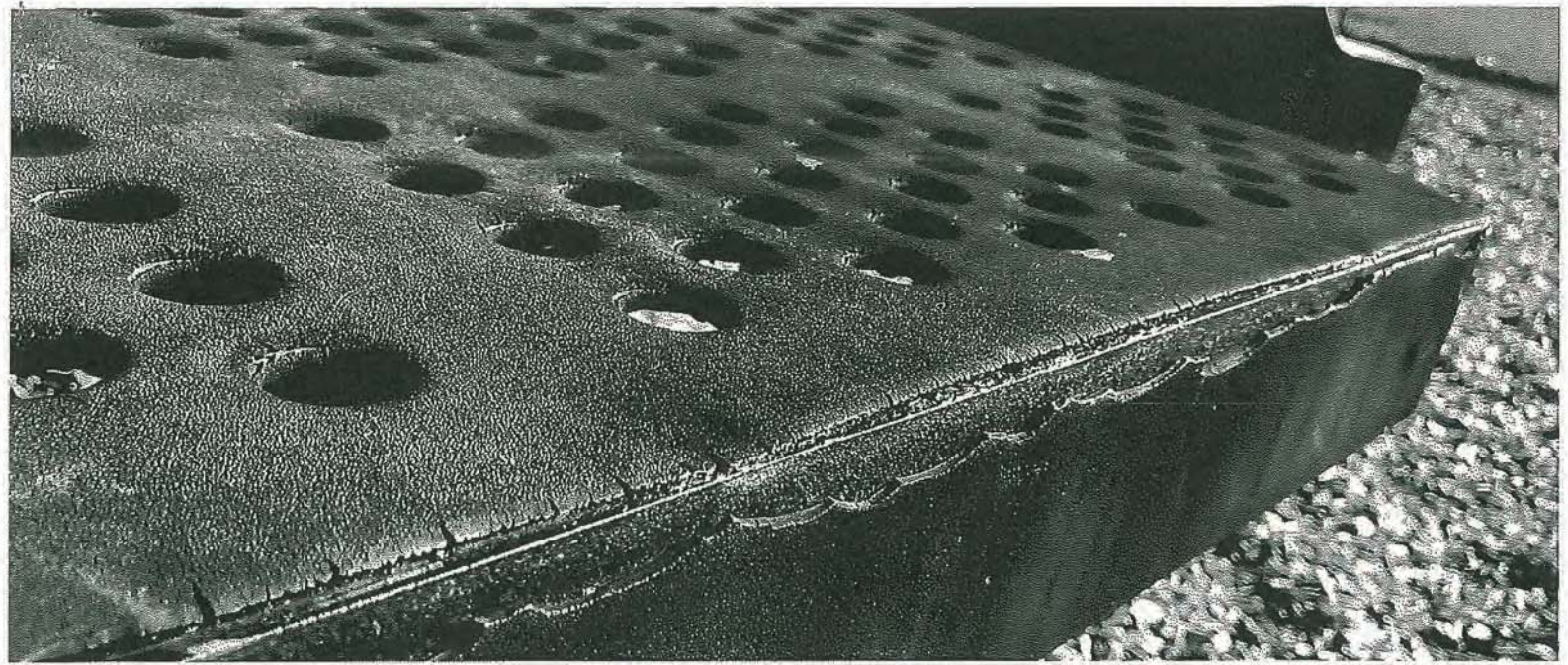




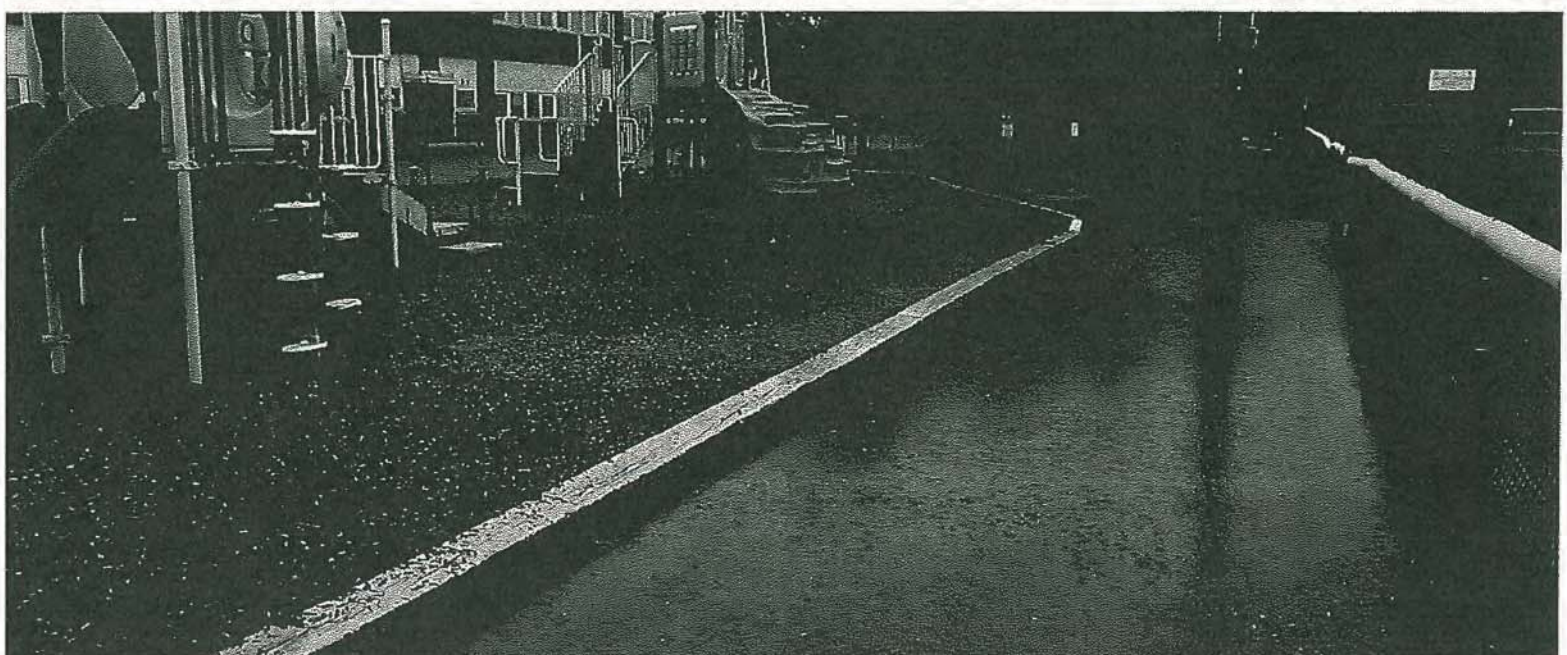
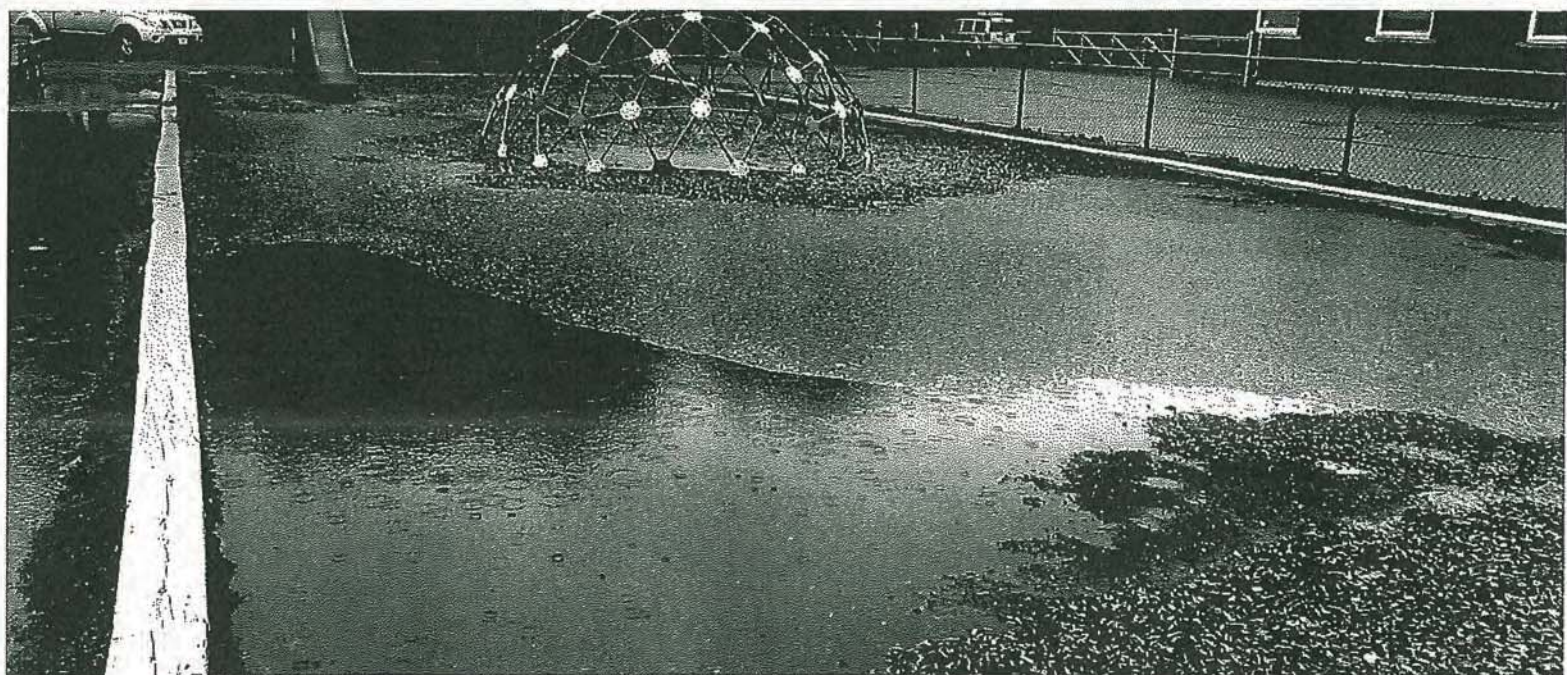
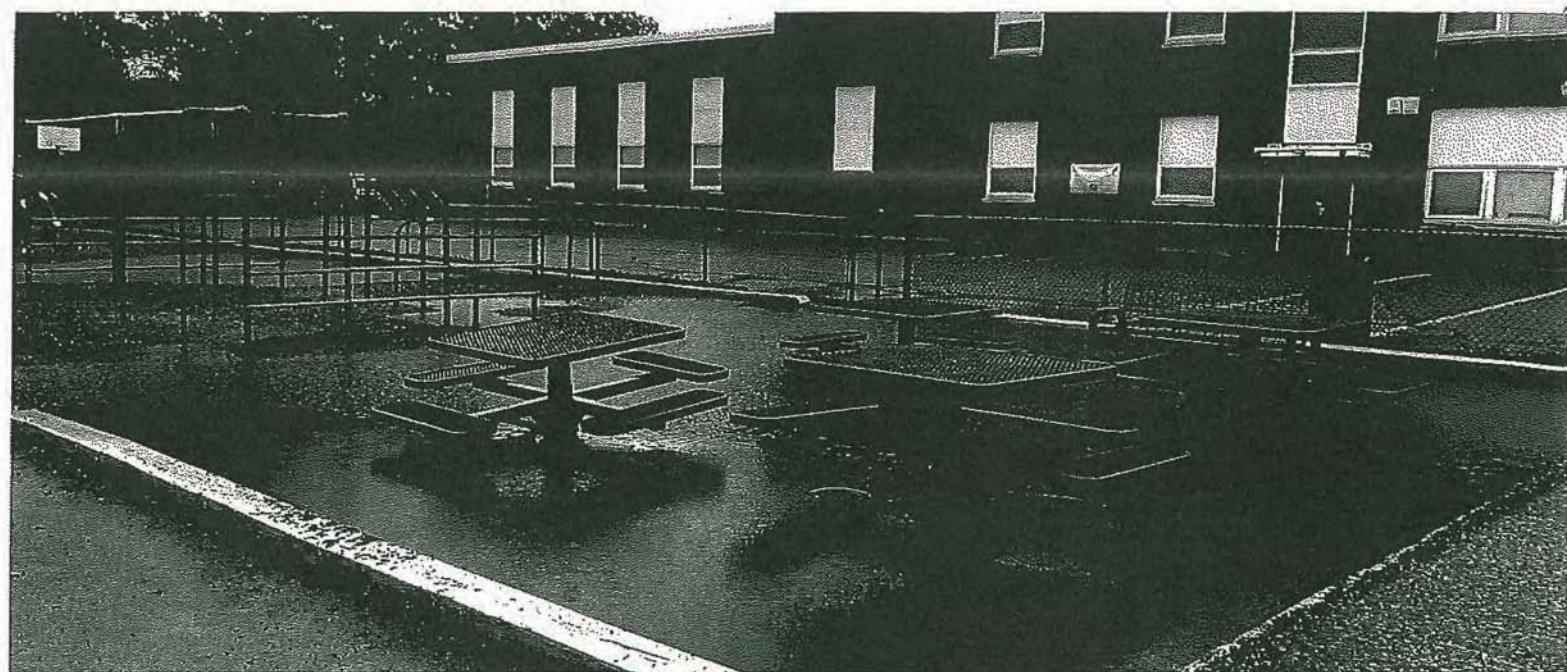




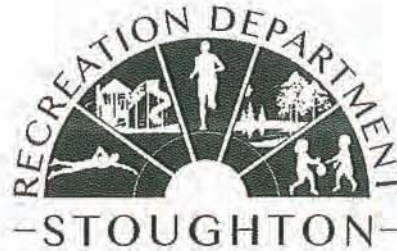












To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, if any, and/or borrow a sufficient some of money from CPA Open Space and Recreation fund for professional engineering/architectural services to prepare design and cost estimates, design specifications, bid packages, and secure construction administration and supervision services for the replacement of the Recreation Playground at the West School Athletic Complex.

**Cost: \$75,000**

**Narrative:**

The Recreation Department in partnership with the Stoughton Public Schools propose the replacement of the West Elementary School Playground located behind the School building at 1322 Central Street in Stoughton.

The playground in its current state is a combination of structures that were installed over the course of time. The original main structure was purchased/donated and installed by Randolph Saving Bank. Then additional structures were installed at a later time in response to the "Head Start" program that was originally housed at the West School. This has resulted in equipment that is mis-matched and not suited for the age needs of the elementary school. Parts of the existing equipment were even removed to address safety concerns.

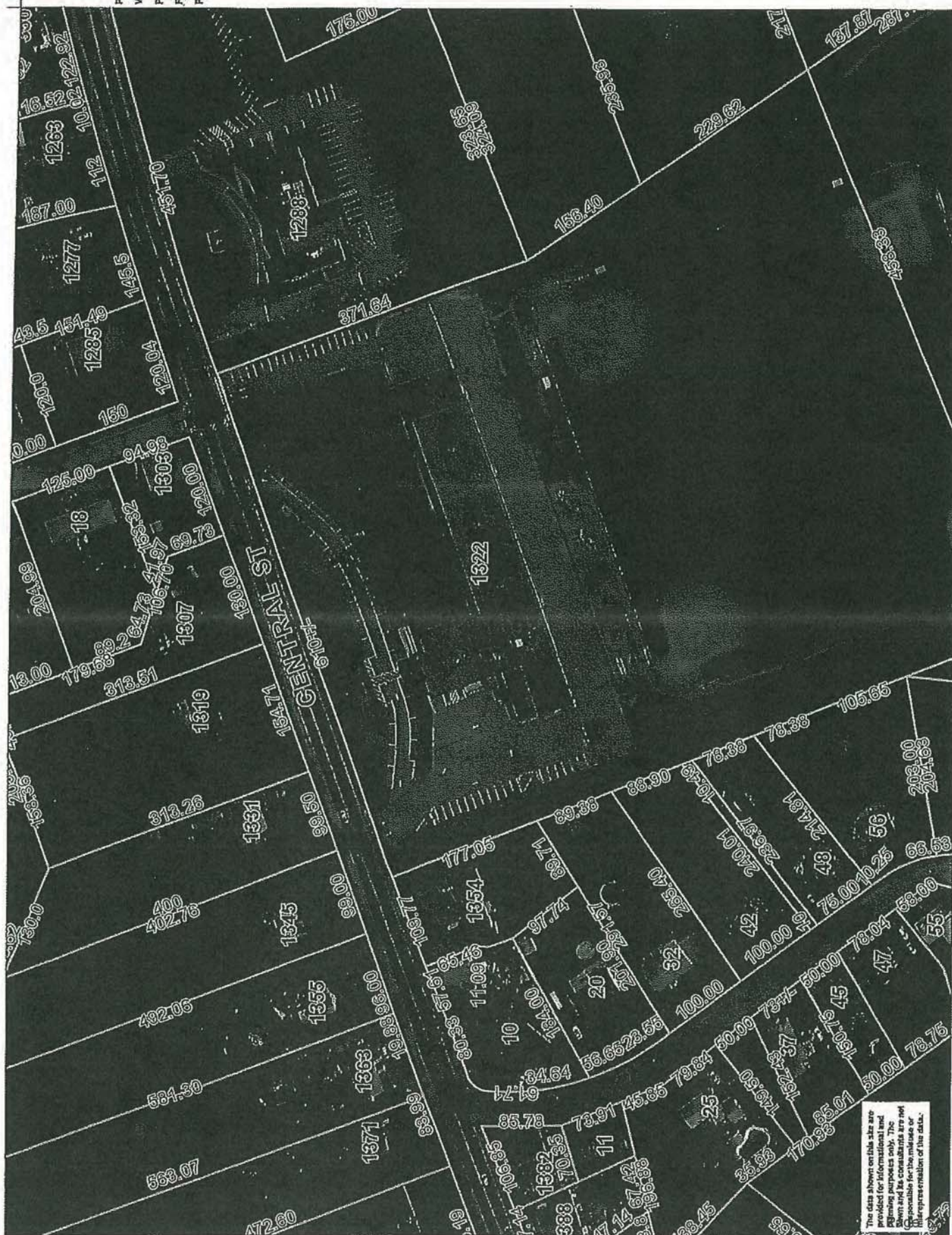
In addition to playground replacement, drainage issues have plagued the grounds as well. In the event of inclement weather, the surface of the playground floods and puddles almost immediately. This standing water remains for several days after a storm may pass. The flooding causes the structures and whole playground to be inaccessible to school children and the public.

This article if for the first year of a two-year process. The first year will focus on obtaining through proper procurement the services of a professional engineering/architectural firm to create design and cost estimates for CPA and Town meeting approval for replacement structures in FY20. Services will also include complete bid packages of plans and specifications and construction administration and supervision services.

If this article is approved, in FY20 we will approach town meeting for CPA funding for the purchase of playground equipment and installation along with the necessary site work to address drainage issues.

**Submitted by: Tim Davis, Recreation Department**





Stoughton MA MapsOnline

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## TOWN HALL CUPOLA, CORNICE & TRIM REPLACEMENT PRESERVATION & COMPLETION

### PROJECT NARRATIVE

- 1.) This project is to complete the exterior trim replacement and painting, primarily on the cupola and cornice. This work was included in the bid documents, as an alternate, for the current window project but was not awarded due to budgetary constraints. Now, with the trim changing back to its original colors, the need to paint the cupola (and make necessary repairs to it) and repaint the cornice is necessary to match. The cupola and cornice preservation project will continue the historic repair efforts that are ongoing. The colors in this portion of the work have already been determined by an historic paint analysis (attached). The dark green has gone away with the window trim replacements and is being restored to its original black and gray colors. At the completion of this project, the Town Hall will represent its original paint color scheme for the first time in nearly a century.

Hazardous material testing will be performed and allowances for such conditions have been captured as part of the attached estimated costs.

- 2-4.) This project will ensure continued historical integrity to one of the oldest and historically significant buildings in Town. The building is located prominently in the town center. Over its lifetime most, if not all, departments were located in the Town Hall. Today it continues to function as a vital part of the town; it houses the town offices and serves as a meeting place for other town events. As an important component of the town's fabric, this building must be preserved and protected so that it can continue its role into the future.

The Town's on-call architectural firm of McKinnell, McKinnell & Taylor, Inc. is currently the designer of the window replacement project and will continue its extreme care in the handling of this historic property. The Secretary of the Interiors Preservation Briefs and standards are closely applied while considering all available historic information.

Goals number two and three under Chapter Four: PRIORITIZE PRESERVATION OF TOWN-OWNED HISTORIC RESOURCES (Goal #2) & REVITALIZE DOWNTOWN THROUGH HISTORIC PRESERVATION AND MULTI-PURPOSE PROJECTS (Goal #3). The Town Hall is specifically cited on pages 17 and 20 of the Stoughton Community Preservation Plan.


- 5.) There have not been any fundraising efforts, donations, or other contributions. There will not be any volunteer labor.

- 6.) There has not been involvement with the community for support. In speaking with members of other community committees, it is understood that major repairs to the windows and trim are necessary in the immediate future to prevent a potential public safety hazard and halt additional deterioration of the historic structure.
- 7.) A building permit will be required and a final inspection for each unit to ensure insulation and caulking were installed correctly in the eyes of the Building Department. The permit would be issued at no cost to the contractor as the property is Town-Owned.
- 8.) Please see attached bid tabulation for estimating the cost of this project. The total project cost estimate is about \$220,000. This figure was derived from the highest bidder of the alternate, as described in the first paragraph, with an additional 35%. The additional 35% would be to cover soft costs - owner provided material testing, architectural and engineering fees, etc. Also, it is important to keep in mind that contractors
- 9.) Please see attached breakdown. Costs have been compiled from the Town's on-call architectural firm of McKinnell, McKinnell & Taylor, Inc. This is the same firm which designed the Lucius Clapp window restoration project, as well as other projects in town.
- 10.) Long-term maintenance of painting, potentially re-sealing of windows will be necessary. These minimal costs will be captured under the Facilities Department budget.
- 11.) This project would likely begin in mid-summer of 2018 after mandatory bidding processes. The project duration would likely be 90 days.
- 12.) The project's sponsoring organization is the Town. Paul Giffune, the Town's Facilities Director, has much experience with public construction through his employment at Shawmut Design and Construction where he was served as a construction superintendent. He also worked as a superintendent in civil construction, construction cost oversight, change orders review and processing through his past employment with McCourt Construction. The designer of this project, McKinnell, McKinnell and Taylor, would handle all submittals, requests for information, direction of the contractor, change orders, field reports, etc. with the authorization of the Town. This Architectural and Engineering firm has significant experience in public projects of this type.



April 9, 2018

To: Emily Hubbard, Secretary, Stoughton Board of Selectmen

From: James B. Conlon PWS, Environmental Affairs Officer 

Subject: Supporting Statements requested by Town Manager

The continued management of Ames Pond includes a program to extricate floating organic mats of materials (OM) viewed in the last 5 years. The formation of the mats if unchecked, leads to the ecological succession from a pond to a swamp or a "quaking" bog. Currently, many "Islands" of floating organic accumulations in all of the basins of Ames Pond are within view from the West Street causeway. This is the result of neglect of our ponds from a multi-faceted Lake Management Program concerning the overgrowth of many exotic invasive aquatic weeds. Such a program includes, the use of aquatic herbicides safe to use in surface water resources, public education, stormwater management, and the stated proposed hydraulic rake application.

This additional facet of our lake management program involves an inland aquatic vessel with a mechanical provision to reach the mats of OM, and a mechanical arm to extricate this material. This device, known as the Hydro-rake, has been used in the Town before in two of our ponds. The OM is proposed to be placed in a large steel tub facility in a floating barge in the immediate vicinity of the work area to maximize efficiency. The operation will be performed by professional Lake Management contractor supervised by a Massachusetts Certified Lake Manager and lake biologist.

A partnership with the DPW will serve to remove the OM from the collection location on the banks of Ames Pond. With a back hoe, an operator, and a dump truck, the OM will be loaded from the point of recovery on the land, and transferred to an offsite location for dewatering at nearby Stoughton Conservation land on West Street, or to the nearest DPW municipal composting site.

The coordinated operation includes the following: 1) Hydro-rake mobilization; 2) Hydro-rake operation for a minimum of 6 days with additional time depending on available funding; Push barge Mobilization; Barge use; Steel Tub Mobilization and Steel Tub use.

DPW will be responsible for any erosion control (staking of straw bales at the offload site) and also, the permanent upland disposal of organic matter as required.

The Town of Stoughton Engineering department shall be responsible for the application procedures concerning any permitting.

A minimum of 6 days will make a great impact based on the assessment of the condition in the Ames by a Certified Lake Biologist.

We would tentatively plan to hydro-rake in the areas in the fall as our schedule allows.

CC: Interim Town Manager, Conservation Commission, DPW, Files



## STOUGHTON PUBLIC LIBRARY

April 4, 2018

TO: Marc Tisdelle, Interim Town Manager  
Robert O'Regan, Chair, Board of Selectmen

FR: Pat Basler, Library Director  
Library Board of Trustees

RE: Documentation for Library Parking Lot Expansion Article

The attached documentation for the cost estimate for the Library Parking Lot Expansion project includes a Design Layout labeled **L501 Alternate Layout and Materials Plan** which was produced by Finegold Alexander Architects in June 2017 as part of the bid package for the Library Construction Project. The Alternate #1 cost was provided by the low bidder for the project, M. O'Connor, but the price was contingent on the Town awarding the Alternate #1 bid within 180 days. That price expired as we did not have the funds available at the time. The price was \$457,000, and with an escalation cost included, we have given a cost of \$486,000 for this project to go forward in 2018. Expansion of the parking lot at this time will provide a total of 65 parking spaces including the rear and front lots, along with 4 spaces in front of the building on Park St. The Library currently has 45 spaces, which we feel will be insufficient when the new Library opens. Thank you for your consideration.



Stoughton Public  
Library  
84 Park Street  
Stoughton, MA  
02072  
OWNER:  
Town of Stoughton

**Finegold  
Alexander  
Architects**

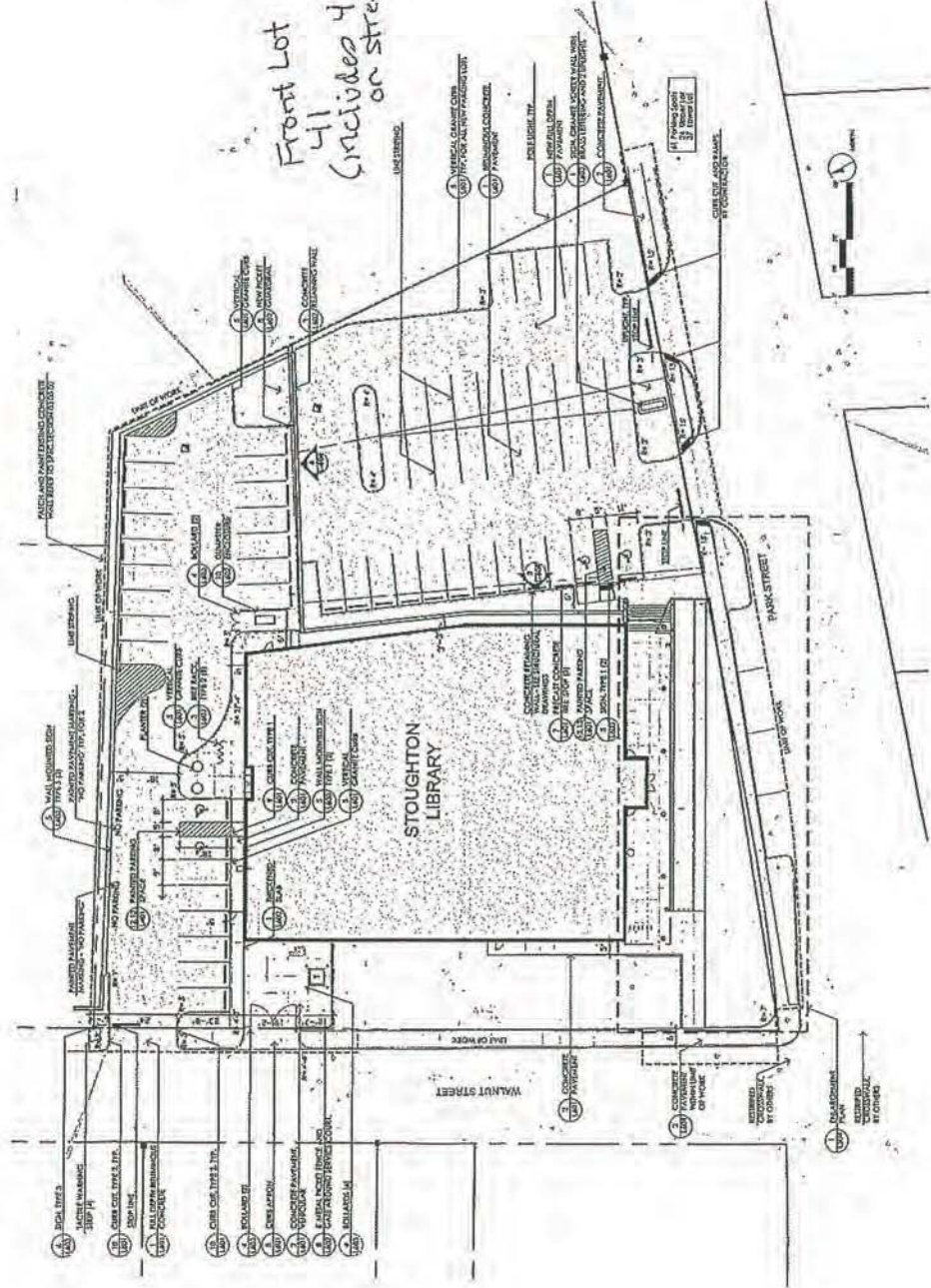
CONSULTANTS:  
RSE Associates, Inc.  
Structural Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
RAY Engineers  
MEP Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
Nitch Engineering  
Civil Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
DALLAS  
Civil Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
M&A Utilities  
Mechanical Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
Stanton Associates  
Electrical Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101  
The Crane Company  
Structural Engineer  
1000 State Street  
Stoughton, MA 02072  
Tel: 508-338-1100  
Fax: 508-338-1101



DATE: June 1, 2017  
PROJECT: Stoughton Public Library  
SHEET: L501  
DATE CHECKED: June 9, 2017  
CHECKED BY: JAW  
DESIGNED BY: JAW  
DRAWN BY: JAW  
PROJECT TITLE: ALTERNATE LAYOUT AND MATERIALS PLAN

Rear Lot 24

Front Lot  
41  
(includes 4 on street)



**LAYOUT AND MATERIALS NOTES**  
1. EXISTING CONDITIONS INFORMATION IS A COMPILED SUMMARY OF RECORD DRAWINGS, FIELD SURVEY DATA, AND VISUAL INSPECTION. IT IS THE USER'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE CONSTRUCTION.  
2. THE LOCATION OF EXISTING UTILITIES IS SHOWN IN AN APPROPRIATE WAY BY THE OWNER'S RECORD DRAWINGS. THE LOCATION OF ALL EXISTING UTILITIES BEFORE CONSTRUCTION IS THE USER'S RESPONSIBILITY. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES TO EXISTING UTILITIES AND FOR ALL UNDERGROUND UTILITIES.  
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MASSACHUSETTS BUILDING CODE, PRECEDENCE AND BE COMPLETED PRIOR TO ANY PERMANENT ERECTION.  
4. ANY PERMANENT ERECTION SHALL BE REPORTED IMMEDIATELY TO THE OWNER AND THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UTILITIES AND FOR ALL UNDERGROUND UTILITIES.  
5. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UTILITIES AND FOR ALL UNDERGROUND UTILITIES.

**LAYOUT AND MATERIALS LEGEND**  
PROPERTY LINE  
LINE OF WORK  
GRADE CURB (POC)  
EXISTING GRADE CURB (POC)  
4\"/>

ALTERNATE #1

L501

**SECTION 04000**  
**FORM FOR GENERAL BID**

From: M. O'Connor Contracting, Inc.  
(Name of General Bidder)

To The Awarding Authority

A. The Undersigned, proposes to furnish all labor and materials, required for the Project:  
Stoughton Public Library all in accordance with the accompanying plans and specifications  
prepared by Finegold Alexander for the contract price specified below, subject to  
additions and <sup>Architects</sup>deductions according to the terms of the specifications.

B. This bid includes addenda numbered 1, 2, 3, 4, 5.

C. The proposed Contract Price is:

Ten Million Eight Hundred Sixty Seven Thousand Dollars  
(Bid Amount in Words)

Dollars \$ 10,867,000  
(Bid Amount in Numbers)

For Alternates:

#1 add \$457,000  
(Each alternate shall be listed separately)

D. The subdivision of the proposed Contract Price is as follows:

ITEM 1. The work of the General Contractor, being all work other than that covered by ITEM 2.

TOTAL OF ITEM 1 \$ 5,433,868

ITEM 2. Sub-bids as follows:

Sub-trade	Name of Sub Bidder	Amount	Bonds Required indicated By "Yes" or "No"
Section 042000 - Masonry			
Sub-Bidder: <u>Allowance</u>		\$ <u>217,000</u>	<u>Yes</u>
Section 055000 - Metal Fabrications			
Sub-Bidder: <u>Larkin Iron Works</u>		\$ <u>489,400</u>	<u>Yes</u>

**STOUGHTON PUBLIC LIBRARY**  
**FORM FOR GENERAL BID/ 004000**

G:\PROJECTS\Stoughton Public Library 43016.00\04 CD\Submissions\100% Bid Documents  
2017.05.03\Specifications\front end\form for General bid prequal 10.9.14.doc



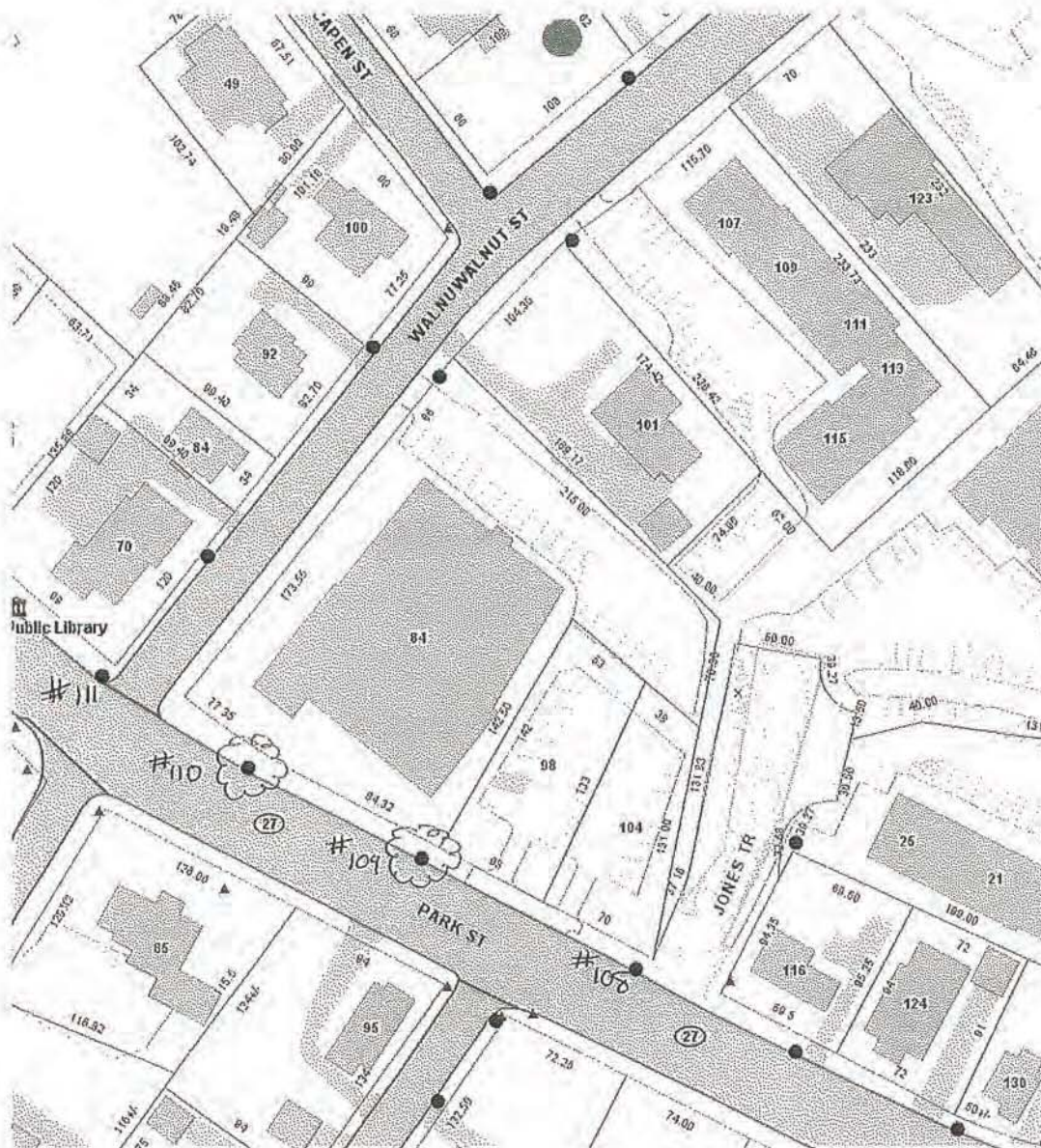
## Utility Poles near the Library

Pat Basler <pbasler@ocln.org>

Mon, Apr 9, 2018 at 11:45 AM

Draft To: Pat Basler <pbasler@ocln.org>

Article request is to remove Pole # 110 and #109, and run all utility wires down #108, underground along the front of 84 Park St., cross under Walnut St., and come back up #111. Utilities on the poles are Light Tower, National Grid, Verizon and Comcast. The Town Dept. of Public Works plans a sidewalk replacement project this summer and fall, which includes this stretch, so it seems a good opportunity for this Improvement.



Craig A. Horsfall, P.E.

Interim Town Engineer

Town of Stoughton

Town Hall, Engineering Department, 2nd Floor

**Article to Suppress Utility Wires:**

Narrative: When new Library opens in fall 2018, there will be a two-story glass front overlooking Park St. This new view will also include many utility pole wires. Public Works Dept. will be replacing sidewalks this year from Lincoln to Sumner passing in front of the Library on Park St., which presents an opportunity to put the utility wires underground. This would involve removal of 2 utility poles in front of Library and running the Verizon, Comcast, National Grid and Light Tower wires in a conduit underground from the corner of Walnut St. and Park to the south corner of Library property on Park St. Cost estimates will be available at Town Meeting, but is expected to be no more than \$300,000.



## GRANT OF EASEMENT

**TOWN OF STOUGHTON**, a municipal corporation having a usual place of business at 10 Pearl Street, Stoughton, Massachusetts 02072 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, one pole, with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Stoughton, Norfolk County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: bollards, handholes, transformers, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain portions of parcels of land situated on the easterly side of Walnut Street and the northerly side of Park Street, being more particularly described in a deed to this Grantor recorded with the Norfolk County Registry of Deeds in **Book 4436, Page 260**.

WR#22050532

Address of Grantees:  
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:  
Elizabeth A. Fresolone  
National Grid  
Service Company, Inc.  
40 Sylvan Road  
Waltham, MA 02451

05 STOUMA GEN



Said "OVERHEAD SYSTEM" is to originate from Pole# 7, which is located on the westerly side of Walnut Street, then proceed in an easterly direction from said Pole crossing upon and across land of the Grantor to Pole# 7-30.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "National Grid, Easement Sketch, Work Request: 22050532, Address: 84 Park St, Stoughton, MA, Date: 9/22/17" a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "OVERHEAD SYSTEM" and the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.



It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

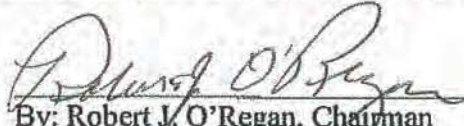
For Grantor's title, see deed dated March 13, 1967, and recorded with the Norfolk County Registry of Deeds in **Book 4436, Page 260**.

IN WITNESS WHEREOF, the TOWN OF STOUGHTON has caused its municipal seal to be hereto affixed and these presents to be signed in its name and behalf by MARC TISDELLE, its Interim Town Manager, acting by and through the Board of Selectmen, being thereto duly authorized this 30<sup>m</sup> day of January, 2018.

TOWN OF STOUGHTON

\_\_\_\_\_  
By: MARC TISDELLE  
Its: Interim Town Manager

By and Through its BOARD OF SELECTMEN

  
\_\_\_\_\_  
By: Robert J. O'Regan, Chairman

\_\_\_\_\_  
By: Michael Sullivan, Vice Chairman

\_\_\_\_\_  
By: Richard C. Hill

\_\_\_\_\_  
By: Stephen Cavey

\_\_\_\_\_  
By: Christine Howe



Commonwealth of Massachusetts

County of \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me,  
Day Month Year

\_\_\_\_\_  
Name of Notary Public the undersigned Notary Public,

personally appeared MARC TISDELLE, proved to me through satisfactory evidence of identity, which was

\_\_\_\_\_  
Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he signed it voluntarily for its stated purpose as Interim Town Manager for the Town of Stoughton, being thereto duly authorized.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_

Place Notary Seal and/or Any Stamp Above

Commonwealth of Massachusetts

County of \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,

\_\_\_\_\_  
Name of Notary Public the undersigned Notary Public,

personally appeared, Robert J. O'Regan, Michael Sullivan, Richard C. Hill, Stephen Cavey and Christine Howe, proved to me through satisfactory evidence of identity, which was

\_\_\_\_\_  
Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Board of Selectmen for the Town of Stoughton, being thereto duly authorized.

\_\_\_\_\_  
Signature of Notary Public

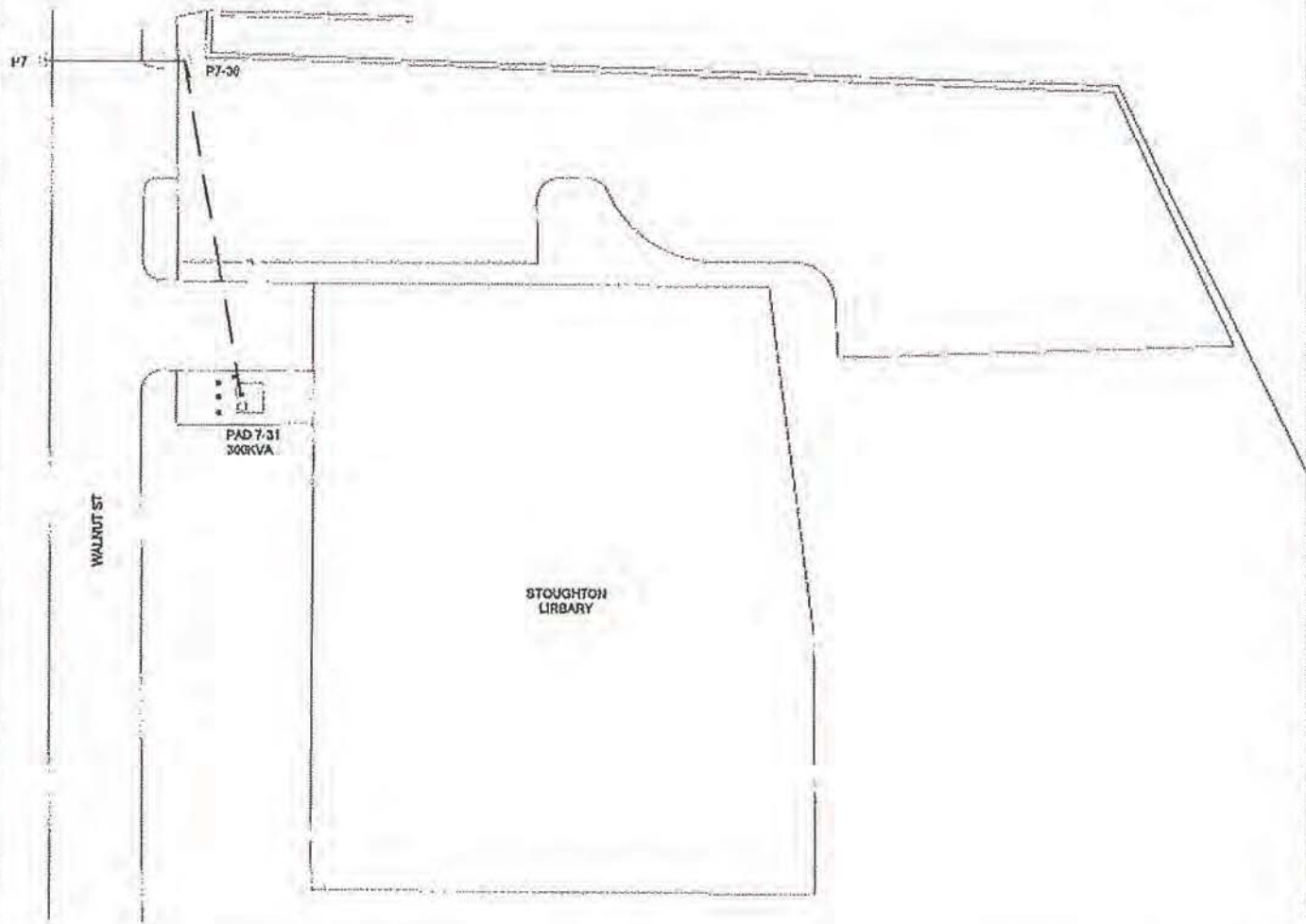
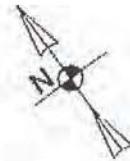
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_






Place Notary Seal and/or Any Stamp Above



# EXHIBIT A



## EASEMENT SKETCH

-  Existing Pole
-  Proposed Padmounted Transformer
-  Existing Overhead Primary Wire
-  Proposed Primary Conduits
-  Proposed 6" Bollards

Date: 9/22/17

Drawn By: Peter Ng

**nationalgrid**

Work Request:  
22050532

Address:  
84 Park St  
Stoughton, MA.

Exhibit A Not to Scale  
The exact location of said Facilities to be  
Established by and upon the installation and  
Erection of the Facilities thereof.

# Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048  
www.stoughton-ma.gov

Attn: Stoughton Board of Selectmen

RE: 178 Cedar St, Stoughton, MA

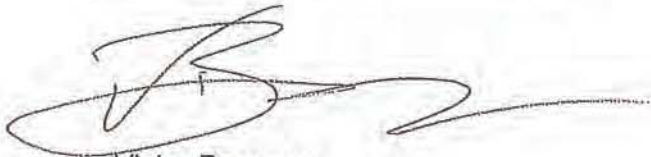
I am writing in regards to the property being considered for acquisition by Stoughton that abuts Cedar Hill Golf Course, located at 178 Cedar St, Stoughton. Any land that could be turned into usable space by the golf course will have a positive impact on the course. One of the best uses I see for that space would be an extensive practice facility with a slight expansion of the number 6 hole at Cedar Hill. I would include multiple attractions to entertain all ages and levels of golfers and non-golfers.

The practice area would include a driving range, large putting area, chipping area, and 2 par 3 holes for practice. Some additional thoughts include a miniature golf course and an indoor area with golf simulators for year round revenue. I would also like to make some changes to the 5th and 6th holes on the current layout that would increase the length of the playing course. This would take us from a par 33 to a par 35. Stoughton High School golf team currently plays at Easton Country Club because the course needs to be a par 34 at a minimum. The additional length will also make us eligible for a number of other programs (Girls Independent Golf League, JRPGA, First Tee, ect).

This facility could have a pay-by-play atmosphere as well as memberships to certain aspects of the facility. We could have a per diem instructor for individual or group training. Corporate or family outings could be entertained by challenges at each station. Miniature golf could bring in revenue with playable time far exceeding regular golf hours. It could also host birthday parties and other events. Based on numbers shared with me from other clubs with driving ranges, I estimate revenue from the outdoor practice facility (without miniature golf or simulators) to bring in a minimum of \$100,000 to \$150,000 annually.

Including an indoor training area could bring year round revenue. There are only a few places that offer golf simulators in the area. All of which currently have a waiting list to get into a winter league. With only numbers researched from a club in New Hampshire, the 3 simulators he has during the off season, bring in about \$60,000 in profit after lease fees.

Thank you for your consideration,



Victor Barruzza  
Cedar Hill Golf Course



Stoughton Armory Feasibility Study  
 CONCEPTUAL DESIGN TOTAL PROJECT COST-RENOVATION  
 Escalated to January 15, 2018  
 STABILIZED

HARD COST		
General Contractor		1,551,184
Base Building		inc
Furniture, Fixtures & Equipment		29,000
Furniture		-
Technology		25,000
Janitorial Equipment		4,000
Hard Cost Subtotal		\$1,580,184
SOFT COST		
Permits & Approvals		\$ 5,000
Permits & Approvals		5,000
HazMat		\$ 5,000
HazMat Survey & Testing		5,000
Architecture & Engineering		162,000
A & E fees (inc cost,)		150,000
Wetland Consultant		-
Site Survey		8,000
FF&E selection & specification	10% of FF&E include fund raising items	-
Rendering		-
Technology Design (reallocated)		-
Additional Estimate Validation (2nd Independent Estimate)		4,000
Reimbursables		inc.
Testing & Inspections		5,000
Construction testing & Inspections	allow	5,000
Project Management		100,000
Project Manager	Town of Stoughton	100,000
Moving		-
Moving		-
Marketing & Advertising		500
Bid Advertisement		500
Other		40,000
Utilities (transformer)		40,000
Commissioning (Roof & HVAC)		-
Soft Cost Subtotal		\$317,500
CONTINGENCY		
Contingency		35,125
FF&E Hard Cost Contingency	10.0%	2,900
Soft Cost Contingency	7.0%	22,225
PROJECT TOTAL		
Project Total		\$1,932,809

Stoughton Armory Feasibility Study  
Stoughton, MA

Escalated to January 15, 2018- STABILIZATION

1/15/2018

Description	Quantity	Unit	Unit Price	Extended	Subtotal
<b>Remediation</b>					
Organic Growth in Single Story Wing	4,600	S.F.	\$8.00	\$36,800	
ABS Remediation	1	allow	\$50,000.00	\$50,000	
<b>Total</b>					\$ 86,800
<b>Demolition</b>					
Strip Interior Finish to Slab, CMU walls, exposed Structure	14,900	S.F.	\$3.00	\$44,700	
Demolish existing boiler	1	allow	\$5,000.00	\$5,000	
Demolish existing MEP systems	0	S.F.	\$1.35	\$0	
<b>Total</b>					\$ 49,700
<b>Exterior Demolition</b>					
Remove existing window units	925	S.F.	\$2.20	\$2,035	
Remove existing doors	8	ea	\$75.00	\$600	
Remove overhead colling doors	2	ea	\$200.00	\$400	
Remove Failed membrane roofing	8,100	S.F.	\$2.50	\$20,250	
Remove Asphalt Shingles	5,600	S.F.	\$1.25	\$7,000	
Misc. demolition to modify Stairs	0	allow	\$5,000.00	\$0	
Remove 10% of wood trim elements	100	L.F.	\$6.50	\$650	
Remove Lintels Damage Masonry	225	sf	\$25.00	\$5,625	
<b>Total</b>					\$ 36,560
<b>Excavation</b>					
Excavation of Rear Ramp/New Wall	0	C.Y.	\$17.00	\$0	
Backfill as necessary for all excavations	0	C.Y.	\$25.00	\$0	
Excavate to subgrade for new concrete paving / patio	0	C.Y.	\$10.00	\$0	
Haul spoil from all excavation	0	C.Y.	\$25.00	\$0	
Backfill at site excavation	0	allow	\$12.00	\$0	
<b>Total</b>					\$ -
<b>Construction / Renovations</b>					
<b>Concrete</b>					
footing	0	L.F.	\$39.00	\$0	
frost wall	0	L.F.	\$80.00	\$0	
slab	0	S.F.	\$3.00	\$0	
<b>Total</b>					\$ -



Stoughton Armory Feasibility Study  
Stoughton, MA

Escalated to January 15, 2018- STABILIZATION

1/15/2018

Description	Quantity	Unit	Unit Price	Extended	Subtotal
<b>Masonry</b>					
CMU	0	S.F.	\$18.00	\$0	
face brick	0	S.F.	\$25.00	\$0	
new clay brick at repairs	225	S.F.	\$25.00	\$5,625	
Repair chimney repoint/stablize	1	allow	\$20,000.00	\$20,000	
Brick Repointing	2,700	S.F.	\$10.00	\$27,000	
<b>Total</b>					\$ 52,625
<b>Floor Construction</b>					
New Floor Slab for Rec. Storage	0	S.F.	\$125.00	\$0	
<b>Total</b>					\$ -
<b>Steel</b>					
Lintels	80	L.F.	\$85.00	\$6,800	
Roof Ladder	1	ea	\$7,500.00	\$7,500	
Misc. Steel Support and Brackets	1	allow	\$12,000.00	\$12,000	
<b>Total</b>					\$ 26,300
<b>Carpentry</b>					
Reception Counters	0	L.F.	\$125.00	\$0	
Roof Edge Blocking	480	L.F.	\$8.00	\$3,840	
Misc. Blocking at Doors and Windows	800	L.F.	\$2.50	\$2,000	
<b>Total</b>					\$ 5,840
<b>Thermal</b>					
Foundation Insulation at Platform	0	S.F.	\$5.00	\$0	
Thermal Insulation on Z furring at Exterior of Single Story Spaces	0	S.F.	\$7.00	\$0	
roof deck repairs	1	allow	\$5,000.00	\$5,000	
membrane roofing with insulation vapor barrier	8,500	S.F.	\$16.00	\$136,000	
Asphalt shingle roofing	5,600	S.F.	\$14.00	\$78,400	
roof trim	644	L.F.	\$10.00	\$6,440	
Roof Hatch	1	ea	\$2,500.00	\$2,500	
Fire Stopping	0	allow	\$5,000.00	\$0	
Sealants	1	allow	\$25,000.00	\$25,000	
<b>Total</b>					\$ 253,340
<b>Openings</b>					
exterior doors	12	Ea.	\$1,000.00	\$12,000	
interior doors	0	Ea.	\$750.00	\$0	
Overhead Door	1	Ea.	\$4,500.00	\$4,500	
Counter Doors	0	Ea.	\$3,000.00	\$0	
Aluminum Windows	900	S.F.	\$85.00	\$76,500	

Stoughton Armory Feasibility Study  
Stoughton, MA

Escalated to January 15, 2018- STABILIZATION

1/15/2018

Description	Quantity	Unit	Unit Price	Extended	Subtotal
Louvers	0	S.F.	\$10.00	\$0	
Hardware Sets	12	Ea.	\$550.00	\$6,600	
Mirrors	0	allow	\$1,500.00	\$0	
<b>Total</b>					<b>\$ 99,600</b>

**Finishes**

Interior GWB partitions, painted, vinyl base	0	S.F.	\$9.00	\$0	
Inside face of exterior walls, painted, vinyl base	0	S.F.	\$7.00	\$0	
<b>Flooring</b>					
ceramic tile	0	S.F.	\$20.00	\$0	
vinyl	0	S.F.	\$10.00	\$0	
carpet	0	S.F.	\$6.00	\$0	
Gymnasium Floor	0	S.F.	\$18.00	\$0	
<b>Ceilings</b>					
2 layers GWB on resilient channels w/ acoustic batt	0	S.F.	\$7.00	\$0	
ACT	0	S.F.	\$5.00	\$0	
<b>Total</b>					<b>\$ -</b>

**Specialties**

Toilet room accessories	0	Ea.	\$200.00	\$0	
Toilet room mirrors	0	S.F.	\$35.00	\$0	
Toilet room urinal screens	0	Ea.	\$400.00	\$0	
Folding panel door, including track and supports	0	S.F.	\$55.00	\$0	
<b>Kitchen equipment</b>					
Kitchen exhaust equipment	0	Allow	\$50,000.00	\$0	
Signage- ADA	0	LS	\$8,500.00	\$0	
Signage-Building	0	LS	\$80.00	\$0	
Fire Extinguishers	0	LS	\$5,000.00	\$0	
Display Boards/Marker Boards	4	LS	\$50.00	\$200	
<b>Total</b>	0	LS	\$4,500.00	\$0	<b>\$ 200</b>

**Mechanical, Electrical, Plumbing**

automatic sprinkler system	0	S.F.	\$4.75	\$0	
new plumbing	14,900	S.F.	\$2.00	\$29,800	
new HVAC	14,900	S.F.	\$10.00	\$149,000	
new boiler breaching and stack	1	L.S.	\$10,000.00	\$10,000	
new electrical service, distribution, fixtures, telephone, data, etc.	14,900	S.F.	\$10.00	\$149,000	
fire alarm system	14,900	S.F.	\$4.00	\$59,600	
<b>Total</b>					<b>\$ 397,400</b>



Stoughton Armory Feasibility Study  
Stoughton, MA

Escalated to January 15, 2018- STABILIZATION

1/15/2018

Description	Quantity	Unit	Unit Price	Extended	Subtotal
<b>Sitework</b>					
New Water Service for Fire Protection	0	allow	\$25,000.00	\$0	
Stormwater Management	0	allow	\$65,000.00	\$0	
Misc. Utilities	1	allow	\$50,000.00	\$50,000	
Overlay Pavement	0	S.F.	\$2.50	\$0	
Concrete Walks	0	allow	\$30,000.00	\$0	
Walkway to corner lot including base	0	S.F.	\$15.00	\$0	
Pavement Markings	0	allow	\$8,000.00	\$0	
Signage	0	allow	\$2,500.00	\$0	
Concrete patio	0	S.F.	\$6.00	\$0	
Landscape	0	allow	\$15,000.00	\$0	
<b>Total</b>				\$	50,000
<b>Subtotal</b>					
				\$	1,058,365
<b>General Conditions</b>					
			10%	\$	105,837
<b>Subtotal</b>					
				\$	1,164,202
<b>Insurance and Bonds</b>					
			3%	\$	34,926
<b>Subtotal</b>					
				\$	1,199,128
<b>OH&amp;P</b>					
			4%	\$	47,965
<b>Subtotal</b>					
				\$	1,247,093
<b>Feasibility Level Design Contingency</b>					
			15%	\$	187,064
<b>Subtotal</b>					
				\$	1,434,157
<b>Total</b>					
				\$	1,434,157
<b>2015-2016 at 4% per annum</b>					
			\$	57,366	\$ 1,491,523
<b>2016-2017 at 4% per annum</b>					
			\$	59,661	\$ 1,551,184



ARCHITECTS  
ENGINEERS  
PLANNERS  
POST OFFICE BOX 336  
164 WASHINGTON STREET  
NORWELL, MA 02061-0336  
781-878-6223  
FAX: 781-878-8920

March 14, 2018

Town of Stoughton  
10 Pearl Street  
Stoughton, MA 02072

Attn: Paul Giffune

Re: Accessibility Upgrades  
Lucius Clapp Historical Building  
Stoughton, MA  
A/E Project No. 15076.10

Dear Paul:

McKinnell McKinnell & Taylor Inc. is involved in construction administration for the current Window and Door Preservation project at the Lucius Clapp Historical Building in Stoughton, MA. MMT has been asked by the Town of Stoughton to review the possibility of adding a wheelchair lift to the east corner of the building, a ramp between the basement levels, and an accessible restroom in the basement.

A preliminary design will be required to solve and obtain approval for the complex task of adding an accessible route to a historic structure of this nature. The construction of these elements, along with the ongoing construction on the building, will trigger the accessibility code for full building compliance. The entire building will need to be considered for this upgrade.

Since making the building's main entrance accessible is technically infeasible, an acceptable access solution will need to be presented to the Massachusetts Architectural Access Board. Additionally, since the exterior of the building will be impacted, the solution will also need to be acceptable to both the state and local historic.

Due to the complexity of the design needed and the approvals that will be required, MMT recommends that a budget of \$30,000.00 be funded for a preliminary 10% design and associated state and local reviews.

Should you have any questions please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. MacLeod'.

Robert N. MacLeod  
Project Architect

RNM/dad



**TOWN OF STOUGHTON  
COMMUNITY PRESERVATION FUND  
BUDGET FY2019**

DRAFT AS OF 04/05/18

	<u>FY2017 (act.)</u>	<u>FY2018 (est.)</u>	<u>FY2019 (est.)</u>
C.P.A. commitments	673,777	680,515	687,320
C.P.A. abatements	(14,674)	(15,000)	(15,000)
Net receivable	659,103	665,515	672,320

C.P.A. commitments  
C.P.A. abatements  
Net receivable

**FUNDING SOURCES**

	<u>FY2019 Est.Revenues</u>	<u>Reserves: Open Space</u>	<u>Historic Resol.</u>	<u>Comm Housing</u>	<u>Undesignated F.B.</u>	<u>Borrowing</u>
Estimated C.P.A. Surcharges (actual 2017 * 95%)	618,000					
Estimated State reimbursement (15% of 2018 net receivable)	99,827					
Estimated Investment Income	4,000					
Other	10,000					
Reserves and Fund Balance		121,294	427,249	596,656	2,411,508	
<b>Total Funding Sources</b>	<b>731,827</b>	<b>121,294</b>	<b>427,249</b>	<b>596,656</b>	<b>2,411,508</b>	

Estimated C.P.A. Surcharges (actual 2017 \* 95%)  
Estimated State reimbursement (15% of 2018 net receivable)  
Estimated Investment Income  
Other  
Reserves and Fund Balance  
Total Funding Sources

**APPROPRIATIONS AND RESERVATIONS**

Admin expenses (5% of estimated revenues)	(36,591)					
Long-term debt service, Glen Echo		(81,585)				
Long-term debt service, Town Hall slate roof			(5,850)			
Long-term debt service, Pump Station			(6,000)			
Long-term debt service, Pierce St. playground					(46,238)	
Long-term debt service, Capen Reynolds recreation					(16,875)	
Estimated unissued debt service					(83,763)	
Article 17g1, Novello Field backstop		(8,870)				
New project						
New project						
Budgeted annual reserve fund	(475,687)					
Reservations for next year (10% each of est revenues)	(219,549)	73,183	73,183	73,183		
<b>Total Appropriations and Reservations</b>	<b>(731,827)</b>	<b>(17,272)</b>	<b>61,333</b>	<b>73,183</b>	<b>(146,876)</b>	<b>-</b>

Admin expenses (5% of estimated revenues)  
Long-term debt service, Glen Echo  
Long-term debt service, Town Hall slate roof  
Long-term debt service, Pump Station  
Long-term debt service, Pierce St. playground  
Long-term debt service, Capen Reynolds recreation  
Estimated unissued debt service  
Article 17g1, Novello Field backstop  
New project  
New project  
Budgeted annual reserve fund  
Reservations for next year (10% each of est revenues)  
Total Appropriations and Reservations

revised as of 4/5/2018

CPA Town Meeting Handout ATM 05-18



Quoted By:

Christine Lyden

Date:

3/14/2018

Quote Expiration:

9/4/2017

Quote Name:

Town of Stoughton-ERP-Munis Amendment AL for BL

Quote Number:

2017-30744

Quote Description:

Swap Animal licenses for Business Licenses

### Sales Quotation For

Town and school of Stoughton

10 Pearl St Unit 1

Stoughton, MA 02072-2364

Phone +1 (781) 341-1300

### Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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#### Revenue:

Business License	\$10,000.00	64	\$11,200.00	\$0.00	\$21,200.00	\$1,800.00
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#### Additional:

Credit AL purchase towards BL		0	\$0.00	\$0.00	-\$4,000.00	\$0.00
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Sub-Total:	\$6,000.00		\$11,200.00	\$0.00	\$17,200.00	\$1,800.00
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Less Discount:	\$2,000.00		\$0.00	\$0.00	\$2,000.00	\$0.00
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<b>TOTAL:</b>	<b>\$4,000.00</b>	<b>64</b>	<b>\$11,200.00</b>	<b>\$0.00</b>	<b>\$15,200.00</b>	<b>\$1,800.00</b>
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#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Library - Business License	1	\$1,400.00	\$0.00	\$1,400.00
<b>TOTAL:</b>				<b>\$1,400.00</b>



**Summary****One Time Fees****Recurring Fees**

Total Tyler Software	\$4,000.00	\$1,800.00
Total Tyler Services	\$12,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$16,600.00</b>	<b>\$1,800.00</b>
<b>Contract Total</b>	<b>\$18,400.00</b>	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Revenue:</b>						
Business License	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$0.00	\$1,800.00
<b>Additional:</b>						
Credit AL purchase towards BL	-\$4,000.00	\$0.00	-\$4,000.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$6,000.00</b>	<b>\$2,000.00</b>	<b>\$4,000.00</b>	<b>\$1,800.00</b>	<b>\$0.00</b>	<b>\$1,800.00</b>

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Business license library includes: 1 business license and 1 renewal application.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.





# TOWN OF STOUGHTON

Massachusetts

MA 02072

## PLANNING BOARD

NOREEN O'TOOLE  
TOWN PLANNER  
STOUGHTON TOWN HALL  
10 PEARL STREET  
(781) 341-1300 X9201

PLANNING BOARD  
JOSEPH SCARDINO, CHAIR  
LYNNE JARDIN  
MICHAEL SAMMARCO  
WILLIAM ANGELOS, VICE  
DANIEL KELLY

**To:** Board of Selectmen

**From:** Planning Board

**Date:** April 9, 2018

**Re:** Recommendations for Article 48, Article 49, Article 50, Article 51 and Article 54

### Recommendations of the Planning Board for Town Meeting of 2018

At the Planning Board's posted public hearing meeting of April 9, 2018, the Planning voted the following recommendations:

#### Article 48

**PLANNING BOARD:** The Planning Board voted 4-0 to recommend Article 48. The Planning Board public hearing was held on April 9, 2018.

#### Article 49

**PLANNING BOARD:** The Planning Board voted 2-2 on Article 49. (2 members recommend and 2 members do not recommend) this article. The Planning Board public hearing was held on April 9, 2018.

#### Article 50

**PLANNING BOARD:** The Planning Board voted 2-2 on Article 50. (2 members recommend and 2 members do not recommend) this article. The Planning Board public hearing was held on April 9, 2018.

#### Article 51

**PLANNING BOARD:** The Planning Board voted 4-0 to recommend Article 51 with a motion for an amendment to delete the RM zone wording in this article.

The Article will read as follows: Section 4.6.5 Reduced Side Yard Requirement in the RU District. The Zoning Board of Appeals may grant a special permit to authorize a reduction of the required side yard in the RU District by not more than 50%.

**Article 54**

**PLANNING BOARD:** The Planning Board voted 4-0 to recommend Article 54 with a motion for an amendment to the article.

I have provided an attachment with the motion and amendment to Article 54.



## Amend Stoughton Center Mixed Use Overlay District Special Permit Requirements

To see if the Town of Stoughton will vote to amend the Town of Stoughton Zoning By-Law dated November 15, 2015 by, adding the following new section at the end of the existing Section 9.3 to give the Town of Stoughton Planning Board the authority to waive, subject to the criteria for granting Special Permits pursuant to Section 9.3 of the By-Law, provisions of the Stoughton Center Mixed Use Overlay District (SCMUOD); except for the Affordable Housing requirement of Section 9.3.10 which shall not be subject to waiver; and provided further however that the limitation on Height stated in Section 9.3.9 cannot be waived in excess of four stories, or to take any other action relative thereto.

## **3.2 ACCESSORY USES**

**3.2.1 General.** An accessory use located on the same lot with, and customarily incidental to, any of uses set forth in the Table of Uses as allowed or allowed by special permit shall be permitted.

**3.2.2 Home Occupation.** A home occupation may be conducted as set forth in the Table of Use Regulations, subject to the following standards.

1. No more than one nonresident shall be employed therein.
2. The use is carried on strictly within the principal building or a lawful accessory structure.
3. Not more than 40 percent of the existing net floor area not to exceed 400 square feet is devoted to such use.
4. That there shall be no display of goods or wares visible from the street.
5. No advertising on the premises other than a small non-electric sign not to exceed 2 square feet in area, and carrying only the occupant's name, telephone number, email or website address, and his occupation such as physician, artisan, teacher, day-nurses, lawyer, architect, salesman (type), engineer, clergyman, accountant, osteopath, dentist, and similar occupations or professions.
6. The buildings or premises occupied shall not be rendered objectionable or detrimental to the residential character of the neighborhood due to the exterior appearance, emission of odor, gas, smoke, dust, noise, electrical disturbance, or in any other way. In a multifamily dwelling, the use shall in no way become objectionable or detrimental to any residential use within the multifamily structure. (Refer to section 6.3 Environmental Performance Standards)
7. Any such building shall include no feature or design not customary in buildings for residential use.
8. Such uses as clinics, barber shops, retail, gift shops, beauty parlors, tearooms, tourist homes, animal hospitals, kennels, contractor's yard, landscaper's yard, and others of a similar nature shall not be considered as home occupations.
9. The prohibition of retail home occupations shall not be construed to prohibit infrequent yard, tag or estate sales.

## **3.3 ACCESSORY STRUCTURES (To be DELETED)**

**3.3.1 General.** In "R" and "B" Districts, a detached accessory building or structure shall conform to the following provisions: (To be DELETED)

1. It shall not occupy more than 25 percent of the required rear yard; (To be DELETED)
2. It shall be set back from the street line the required front yard distance for the zone in which it is located; (To be DELETED)
3. It shall not be less than 5 feet from any other lot line or less than 10 feet from



any principal building or structure; and (To be DELETED)

4. It shall not exceed 20 feet in height (To be DELETED)

An accessory building or structure attached to the principal building shall be considered as an integral part thereof and shall be subject to front, side and rear yard requirements applicable to the principal building or structure. (To be DELETED)

### **3.3 ACCESSORY STRUCTURES (To be INSERTED)**

**3.3.1 General.** In "R" and "B" Districts, a detached accessory building or structure with less than 900 square feet of gross floor area is allowed as of right, subject to the following: (To be INSERTED)

1. The accessory structure shall be located behind the front line of the principal building on the lot; (To be INSERTED)
2. The accessory structure shall not be less than 5 feet from any rear or side lot line or less than 10 feet from any principal building or structure; and (To be INSERTED)
3. The accessory structure shall not exceed 1.5 stories and 20 feet in height. (To be INSERTED)

**3.3.2. Special Permit.** A detached accessory building or structure which exceeds 900 square feet of gross floor area, or exceeds 1.5 stories, or exceeds 20 feet in height shall require a special permit from the Zoning Board of Appeals. No such accessory structure shall occupy more than 25% of the required rear yard. (To be INSERTED)

**3.3.3 Attached.** An accessory building or structure attached to the principal building shall be considered as an integral part thereof and shall be subject to front, side and rear yard requirements applicable to the principal building or structure. (To be INSERTED)

## **STOUGHTON CENTER MIXED USE OVERLAY DISTRICT (SCMUOD)**

**9.3.1 Purpose and Intent.** There is hereby established a Stoughton Center Mixed Use Overlay District (SCMUOD) zoning by-law and overlay zoning district by-law map. The benefits of the SCMUOD Zoning By-Law shall accrue only to those parcels located within the boundary of the SCMUOD. The SCMUOD is intended to apply only to the Town Center portions of the Central Business District (CBD), General Business (GB) District, Industrial (I) District, and Residential Urban (RU) District as shown on the attached overlay zoning district by-law map. The SCMUOD is established for the accomplishment of the following purposes:

1. To maintain the cultural and architectural integrity of the Center;
2. To promote a range and balance of residential and commercial uses in the Center;
3. To promote efficient use of land within the Town;
4. To facilitate integrated physical design and synergies between activities;
5. To facilitate an increase in the variety of housing stock available in the Center;
6. To enhance vitality in the Center during both day- and night-time;
7. To promote a pedestrian-friendly living and working environment that encourages transit use and bicycling;
8. To facilitate economic development of the Center while remaining consistent with the established Design Guidelines and sensitive to environmental impacts;
9. To encourage building reuse and appropriate infill development;
10. To promote innovative and sustainable building and site design.

**9.3.2 Scope of Authority.** The SCMUOD shall not restrict the owner's rights relative to the underlying zoning districts. However, if the owner elects to use the SCMUOD for development purposes, the development shall conform to the requirements of the Stoughton Center Mixed Use Overlay District By-Law.

1. Where provisions of this SCMUOD By-Law refer to the provisions in the underlying zoning by-laws and there is a conflict between these provisions, the provisions of this SCMUOD By-Law shall prevail.



**9.3.3 Definitions.** See Section 11, “Stoughton Center Mixed Use Overlay District.”

**9.3.4 District Areas.** The SCMUOD shall be divided into two distinct areas: SCMUOD Area A and SCMUOD Area B, as shown on the SCMUOD map. The purpose of Area A is to promote traditional downtown development with mixed use applications. The purpose of Area B is to emphasize mixed use development with less intensive uses on the first floor.

1. Unless specified otherwise in this Section, all use, dimensional and design requirements for developments in SCMUOD Area B shall be the same as those within SCMUOD Area A, as amended.
2. SCMUOD Area B displays a particular physical character that warrants a slightly different planning approach to the remainder of the SCMUOD. The goal of creating Area B is to preserve the physical character of the Area while allowing architecturally appropriate additions and re-use of buildings.

**9.3.5 Special Permit Granting Authority.**

1. For all purposes pursuant to Section 9.3.6 of the SCMUOD, the Planning Board is hereby designated as the Special Permit Granting Authority (SPGA). All Special Permit applications made pursuant to the SCMUOD By-Law shall conform to the standards and criteria and procedural provisions of the SCMUOD By-Law and all relevant procedural provisions in Section 10.5.
2. The SPGA shall adopt and maintain Stoughton Center Design Review Guidelines to support the standards and criteria contained within the SCMUOD By-Law. (To be DELETED)
3. The SPGA has adopted and shall maintain Stoughton Center Design Review Guidelines, dated 2006, available at the Office of the Planning Board to support the standards and criteria contained within the SCMUOD By-Law. The Guidelines may be amended by the Planning Board from time to time. (To be INSERTED)

**9.3.6 Uses.** All uses allowed by right in the underlying zoning district are allowed as of right in the SCMUOD unless listed below as being allowed by special permit or prohibited. No building or structure shall be designed, arranged or constructed and no building, structure or land shall be used, in whole or in part, for any purpose other than for one or more of the uses herein set forth as allowed as of right or by special permit. These uses may be combined within a single structure.

1. Within the SCMUOD, the SPGA may issue a special permit for the following uses:

- a. Dwelling units located above a retail, restaurant (To be DELETED), eating and drinking establishment (To be INSERTED), professional office and service, personal service, or other non-residential use(s) at ground level, provided that no more than 10% of the total number of dwelling units at any one time be units of 3 or more bedrooms;
- b. Parking structures, provided that the structure complies with the design standards for parking structures identified in this By-Law, as amended;
- c. Artist studio/residence;
- d. Retail stores and offices including, but not limited to salesrooms and showrooms, consumer service establishments, business and professional offices, executive and administrative offices, banks and other financial institutions;
- e. Drive-in automatic teller machines only if located in a secondary “kiosk” style building that is detached from the principle building on the site and the principle building includes 2 or more stories;
- f. On-premises eating and drinking establishments.

2. Prohibited uses. The following uses are prohibited in the Overlay District:

- a. Adult Entertainment Establishment;
- b. Drive-in establishments other than those described in the permitted uses section of this By-Law;
- c. Funeral establishments;
- d. Animal or veterinary hospital;
- e. Sale of new or used automobiles and trucks, automobile tires and other accessories, aircraft, boats, motorcycles, and household trailers;
- f. Automotive repair, automobile service station or garage, including the sale of gasoline;
- g. Storage trailers and outdoor storage of goods associated with a commercial use;
- h. Dwelling units located below ground level.

3. Within SCMUOD Area B, the following uses shall be prohibited:



- a. Retail, large
- b. Eating and Drinking Establishments

### **9.3.7 Special Use Provisions for Ground Floor Uses.**

1. Ground floors of buildings fronting streets or public access ways shall be reserved for commercial uses as set forth in Section 9.3.6, except as specified below.
2. Dwelling units shall be allowed on ground floors of buildings only where:
  - a. The building is set behind another building which has commercial uses on the ground floor; or
  - b. The residential portion of the first floor of a building is set behind street-front retail/office/restaurant uses within the same building; or,
  - c. The SPGA finds that street-front residential uses will not have an adverse impact on the continuity of the commercial street front uses.

**9.3.8 Special Permit Criteria.** In addition to the specific requirements of this Section, the SPGA shall consider the following criteria, where relevant before issuing a special permit for development within the SCMUOD:

1. Adequacy of the site in terms of the size of the proposed use(s);  
(To be DELETED)
1. Suitability of the site for the proposed use(s);  
(To be INSERTED),
2. Adequacy of the provision of open space, its accessibility to the general public, and or its association with adjacent or proximate open space areas;
- c. Suitability of the site for the proposed use(s);  
(To be DELETED)
2. Impact on traffic and pedestrian flow and safety;  
(To be INSERTED),
- d. Impact on traffic and pedestrian flow and safety;  
(To be DELETED)
3. Suitability of pedestrian access to buildings and between public spaces;  
(To be INSERTED),
- e. Adequacy of pedestrian access to buildings and between public spaces;  
(To be DELETED)
5. Impact on the visual character of the Center business area and

surrounding neighborhood;  
(To be INSERTED),

f. Impact on the visual character of the Center business area and surrounding neighborhood;  
(To be DELETED)

6. Adequacy of utilities, including sewage disposal, water supply and storm water drainage;  
(To be INSERTED),

g. Adequacy of utilities, including sewage disposal, water supply and storm water drainage;  
(To be DELETED)

7. Impact of the proposal on the existing mix of structures and businesses in the Town Center; and

h. Impact of the proposal on the existing mix of structures and businesses in the Town Center;  
(To be DELETED)

8. The alignment of future road(s) that may be developed in the Town Center.  
(To be INSERTED),

i. The alignment of future road(s) that may be developed in the Town Center.  
(To be DELETED)

The SPGA may disapprove a proposal that results in the loss of architecturally or historically significant buildings or groups of buildings (for example, converted residential buildings fronting Faxon Park, Pearl Street or Canton Street) that contribute to the existing physical character of the Town Center, or which provide for uses key to the success of economics of the Center.

#### **9.3.9 Dimensional Requirements.**

1. Minimum Lot Size; Area A. The minimum lot size in the SCMUOD shall be not less than 10,000 square feet, unless stated otherwise in this By-Law.

2. Minimum Lot Size; Area B. The minimum lot size within the SCMUOD Area B shall be not less than 7,000 square feet.

3. Lot coverage. In order to enable higher density development within the core business area and lower intensity development nearer to abutting residential districts, the lot coverage requirement within the SCMUOD shall be the same as in the underlying zoning district where the development is proposed. No building area shall be greater than the maximum building area percent shown in the current Zoning By-Law Table of Dimensional and Density Regulations.



4. Minimum Lot Width and Frontage. Lots within the SCMUOD shall have the following minimum frontage and width, as defined in the current Stoughton Zoning By- Law:

- a. Minimum lot frontage shall be 20 feet.
- b. Minimum lot width shall be 20 feet.

5. Dwelling unit size. The size of dwelling units shall be as per the required unit size identified in the current Stoughton Zoning By-Law.

6. Setbacks and yard regulations for buildings. Buildings shall be constructed in accordance with the following front, side and rear yard distances, as defined in the current Stoughton Zoning By-Law:

- a. Minimum Front Yard depth – 0 feet. Note that this depth is to allow zero-setback structures where appropriate in the CBD; it is not meant for all portions of the SCMUOD, where front yard landscaping would be an appropriate amenity.
- b. Maximum Required Front Yard depth – 20 feet or the average of the setbacks to buildings on the same side of the street or way within 200 feet of the lot in question, whichever is the lesser.
- c. Minimum Side Yard Width – 0 feet except where the subject property shares a lot line with a residential home (or Residential District), in which case, minimum is 10 feet (note: minimum is 0 feet in CBD).
- d. Minimum Rear Yard Depth – 10 feet (To be DELETED), 0 feet (To be INSERTED), except where the subject property shares any lot line with parcel in a residential district and not included within the SCMUOD, in which case, minimum is 10 feet.

7. No lot on which a building is located shall be reduced or changed in size or shape so that the building or lot fails to comply with the frontage, building coverage, yard distances, or other dimensional provisions of the SCMUOD By-Law.

8. Height.

- a. The maximum height of buildings or structures, other than accessory rooftop equipment discussed below or special architectural features, is four stories. A model shall be provided at the request of the Board.

- b. The height limit does not apply to necessary appurtenances usually carried above roof not used for human occupancy in accordance with the current Section 4.0.

**9.3.10 Affordable Housing.** In all developments of more than five dwelling units under the provisions of the SCMUOD, not less than 10% of the total number of units shall be affordable to moderate income households. The affordable units may be available for either rental or ownership. A moderate income household is as defined by the U. S. Department of Housing and Urban Development, or by a similar federal agency created to replace it, as adopted by the Commonwealth of Massachusetts Department of Housing and Community Development.

1. In computing the number of required affordable units, fractions shall be rounded up.
2. The affordable units shall be developed under the Local Initiative Program of the Massachusetts Department of Housing and Community Development or another subsidy program that allows housing to count towards the statutory affordable housing requirement of Chapter 40B of Massachusetts General Law.
3. The affordable units must be subject to use restrictions, deed restrictions, or other legally binding instruments to ensure that the units remain affordable and available in perpetuity exclusively to people with qualifying incomes. The units must be sold or rented on a fair and open basis, and the owners of the units must adopt an affirmative fair marketing plan.
4. Affordable residential units shall be subject to a Monitoring Agreement to ensure continued compliance with these provisions. The Town may require, for itself or its designee, an option to purchase or lease affordable units for rents, sale prices, or resale prices that are affordable to eligible households. The option shall apply to the initial and any subsequent sale or lease of affordable units.

**9.3.11 Accessory Buildings and Structures.** Detached accessory buildings or structures shall conform to the requirements of this By-Law.

**9.3.12 Open Space.** All site development other than the re-use of space in existence on the date of passage of this By-Law may be required to provide up to a minimum of 10% of the site as open space, designed and intended for appropriate public use. Open space areas shall be maintained as continually open. In order to be included in the required open space calculation, the open space shall be usable, unobstructed space that is not used for vehicle parking, vehicle circulation, loading spaces, nor pedestrian pathways within vehicle parking lots.

**9.3.13 Public Spaces.** All site development other than the re-use of space in existence on the date of passage of this By-Law may be required to include the provision of



“public spaces” (pedestrian amenities) such as sidewalks, outdoor seating, patios or courts. Such public spaces may include areas such as outdoor cafes clearly identified for a private purpose that increases the street oriented activity of the site itself.

1. These public spaces shall integrate with the existing network of streets and walkways within and adjacent to the SCMUOD to the maximum extent possible, to ensure free movement of motor vehicles, pedestrians and bicycles within the SCMUOD and adjacent neighborhoods. Public spaces that provide for pedestrian connections across the front of the site and between the front of the site and parking facilities located on the property shall be encouraged by the SPGA. These connections may be provided either within the structure or immediately adjacent to the structure within the site's setback area or other areas deemed appropriate by the SPGA.
2. Public spaces provided within the lot may count towards the minimum open space requirements for the site.

**9.3.14 Landscaping Requirements.** All developments, other than the re-use of space in existence on the date of Town Meeting acceptance of this By-Law, shall be landscaped with appropriate low-water vegetation and shall comply with all relevant landscaping standards and guidelines in the current Stoughton Site Plan Review By-Law.

1. Landscaping and screening plant materials within the SCMUOD shall not encroach on the public walkways or roadways in a way that impedes pedestrian or vehicular traffic or blocks views of signs within the roadway alignment.

**9.3.15 Vehicular Access, Parking and Loading Requirements.**

1. **Vehicle Access.** Driveways shall not occupy more than 25% of the frontage of any parcel, except for lots less than 40 feet wide. Curb cuts shall be minimized and subject to Design Review by SPGA. Special permit approvals by the SPGA shall encourage off-site pedestrian and vehicular access to existing or future developments on abutting properties in order to facilitate greater pedestrian access and to minimize curb cuts in the SCMUOD.
2. **Vehicle Parking.** Adequate off-street parking shall be provided and maintained in connection with all development pursuant to the SCMUOD By-Law. In determining adequacy, the SPGA shall consider the extent to which the design maximizes pedestrian flow within the development, maximizes the efficient use of existing and proposed parking facilities, and minimizes the area of land to be paved for parking.
  - a. To maintain a pedestrian-friendly environment, motor vehicle parking spaces shall be located behind or beside buildings wherever possible. Motor vehicle parking shall not be located directly between the



- b. building and the street alignment. (To be DELETED)  
The number of off-street parking spaces required in the SCMUOD shall be as per the SCMUOD Table of Parking Space Requirements. (To be DELETED)

3. To maintain a pedestrian-friendly environment, motor vehicle parking spaces shall be located behind or beside buildings wherever possible. Motor vehicle parking shall not be located directly between the building and the street alignment. The number of off-street parking spaces required in the SCMUOD shall be as per the SCMUOD Table of Parking Space Requirements; provided that such requirement is subject to Section 6.1.9. When the number of required parking spaces results in the requirement of a fractional space, any fraction over one-half shall require one space. (To be INSERTED)

**SCMUOD Table of Parking Space Requirements**

Use	Parking Requirement
Permitted Commercial Uses (including Retail, Offices, and Restaurants)	As per the Table of Off-Street Parking Regulations, Section 6.1.6
Residential Uses: Studio and One Bedroom Dwelling Units	One space per unit, plus one space per 10 units or part thereof for guest parking
Residential Uses: Dwelling Units with 2 or more Bedrooms	One space per unit, plus one space per 10 units or part thereof for guest parking

- c. Where the calculation of the number of required parking spaces results in the requirement of a fractional space, any fraction over one-half shall require one space. (deleted, handled in the provision above Number 3)  
(To be DELETED)

(Because a. and b, became its our provision, the numbering changed so it is numbered accordingly)

4. Loading. Off-street loading shall be provided in accordance with the Off-Street Loading Standards in the current Stoughton Zoning By-Law.

5. Bicycle Parking. Long-term bicycle parking shall be provided for all new developments in the SCMUOD. Long-term parking shall be at least 50% sheltered from the elements.

- a. Bicycle parking or storage spaces are to be located as close as possible to the building entrance(s). Bicycle parking location and design shall be in accordance with relevant provisions in the Stoughton Center Design Guidelines.
- b. At least 1 long-term bicycle parking or storage space shall be created for every 1 residential unit created.



- c. Condominium association documents shall be worded to allow bicycle parking within vehicle parking garages.
- d. At least 2 long-term bicycle parking or storage spaces shall be created for commercial uses within the site.
- e. At least 10 long-term bicycle parking or storage spaces shall be created for structured parking lots.
- f. Any property owner required to have bicycle parking may elect to establish a shared bicycle parking facility with any other property owner within the same block to meet these requirements. This shared agreement shall be submitted to SPGA as part of the Special Permit request.

#### **9.3.16 Special Parking Provisions.**

1. Shared motor vehicle parking. Shared use of motor vehicle parking is strongly encouraged; however, parking spaces for one use shall not be considered as providing the required spaces for any other use, except when it can be clearly demonstrated that the need for parking occurs at different times. A shared parking agreement shall be submitted to the SPGA as part of any Special Permit request. Said shared parking agreement shall address issues such as the maintenance, striping and snow plowing of the shared parking area.

2. Off Site Motor Vehicle Parking. Off site motor vehicle parking for any use may be considered by the SPGA if located within 500' (To be DELETED) 1500' (To be INSERTED) walking distance of the subject site boundary. Said walking distance shall be by way of marked pedestrian crossings. A legally binding agreement from the owner of the subject property containing the proposed off site motor vehicle parking shall be submitted to the SPGA with the Special Permit request. All Special Permits granted pursuant to the SCMUOD by-law shall require that such legally binding agreement be provided for all off site parking, approved as to form by legal counsel for the Board. Completed easement documentation shall be presented to the Building Inspector prior to issuance of a Building Permit.

**9.3.17 Loading and Waste Disposal.** Loading and waste disposal areas installed after the date of passage of this By-Law in the SCMUOD shall follow all relevant current State Board of Health regulations and comply with the Loading and Waste Disposal requirements in the current Stoughton Site Plan Review By-Law.

**9.3.18 Lighting.** All lighting installed in the SCMUOD after the date of passage of this By-Law shall comply with the site lighting requirements in the current Stoughton Site Plan Review By-Law. Cobra head light fixtures are not permitted.

**9.3.19 Stoughton Center Design Review.**

1. Purposes. The Stoughton Center Design Review Standards are established for the accomplishment of the following purposes:

- a. To ensure that Stoughton Center continues to be a unique and identifiable place and destination for residents and visitors and is readily understood as "the heart of Stoughton";
- b. To enhance the social and economic viability of Stoughton's Center by preserving property values and promoting the attractiveness of Stoughton's Center as a place in which to live, work, visit and shop;
- c. To preserve and enhance Stoughton Center's cultural, economic and historic resources;
- d. To promote and encourage building design and building alterations that are compatible with the existing physical environment and are of superior quality or appearance; and
- e. To promote flexibility and variety in future development to enhance the natural and aesthetic qualities of Stoughton Center.

2. Administrative Procedures. All applications made pursuant to the SCMUOD By-Law shall be subject to Design Review by the SPGA in accordance with the following Design Review Standards and the supporting Stoughton Center Design Review Guidelines. The Stoughton Center Design Review Guidelines shall be made available to anyone upon request. Design review procedures shall follow all relevant Site Plan Approval Procedures within the current Stoughton Site Plan Review By-Law and shall also include the following:

- a. SPGA shall consult with all other relevant Town Boards, Commissions and Societies, prior to making a determination on an application. The SPGA may request the Stoughton Historical Society provide input relative to the historic significance of structures in areas proposed for redevelopment under the SCMUOD By-Law.
- b. The applicant shall submit 12 copies of all plans, elevations and illustrations that require Design Review to the members of the SPGA. The SPGA may require submission of a scale model of the proposed development to assess the impacts of the proposal.

**9.3.20 Design Review Standards.** New buildings shall be of a design similar or complementary to the historic architecture in Stoughton Center in terms of scale, form, massing, roof shape, spacing and exterior materials. The following design review standards are intended to provide for quality development that maintains a sense of



history, human scale and pedestrian- oriented village character.

1. Scale. Buildings shall relate well to the pedestrian scale by:

- a. Including appropriate architectural details to add visual interest along the ground floor of all facades that face streets, squares, pedestrian pathways, parking lots, or other significant pedestrian spaces;
- b. Articulate the base, middle, and top of the facade separated by cornices, string cornices, step-backs or other articulating features.
- c. Continuous length of flat, blank walls adjacent to streets, pedestrian pathways, or open spaces shall not be permitted.

2. Entrances. For visibility and accessibility, all primary commercial and residential building entrances shall be visible from the right-of-way and the sidewalk, shall have an entrance directly accessible from the sidewalk.

- a. Doors shall not extend beyond the exterior facade into pedestrian pathways.
- b. Where parking is located to the rear of a building, entrances to dwelling units within the building are to be visible and accessible from the parking lot. All entrances are to have sufficient illumination at night time.

3. Architectural details - existing historic buildings. If a proposed development includes alteration of or addition to an existing historic building, the change shall employ materials, colors, and textures as well as massing, size, scale and architectural features which show consideration for the original structure. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic building shall be preserved whenever possible.

4. External materials and appearance. Except for windows and minor trim, the building shall avoid the appearance of reflective materials such as porcelain enamel or sheet metal.

- a. Ground floor commercial building facades facing streets, squares, or other significant pedestrian spaces shall contain transparent windows encompassing a minimum of 50% of the facade surface.
- b. Predominant wall materials shall have the appearance of wood, brick or stone painted or coated in a non-metallic finish.

5. Roof form. New construction, including new development above existing buildings, may incorporate any form of flat or pitched roof, but such roofs shall be complementary to the roofs of historic buildings in the SCMUOD.

- a. Flat roofs shall be concealed with parapets along all street frontages and shall not include scuppers or downspouts that outlet above ground level directly into any pedestrian ways.
- b. Mechanical equipment shall be screened, organized and designed as a component of the roofscape, and not appear to be leftover or add-on element.

6. Signs. All signs and awnings shall conform to the maximum area, height, number, setback and illumination requirements as set forth in the current Stoughton Zoning By- Laws.

- a. Flashing signs, moving signs, and roof signs are not permitted.
- b. Signs shall be externally lit from the front. Back lighting of signs is prohibited.

7. Service areas, utilities and equipment. Service and loading areas and mechanical equipment and utilities shall be unobtrusive or sufficiently screened so that they are not visible from streets or primary public open spaces and shall incorporate effective techniques for noise buffering from adjacent uses.

8. Parking structures. To the extent reasonably feasible, all parking structures shall meet the following design criteria:

- a. Where parking structures front streets, retail and other non-residential uses shall be encouraged along the ground level frontage to minimize interruptions in pedestrian interest and activity.
- b. Pedestrian scale elements, awnings, signage and other architectural details and elements (such as adequate landscaping, openings, sill details, emphasis on vertical proportions) and other architectural features shall be incorporated into the design to establish pedestrian scale at the street. The architectural design shall be compatible with existing historic buildings within the immediate vicinity of the site and within the SCMUOD in terms of style, mass, scale, material, height, and other exterior elements.
- c. Auto entrances shall be located to minimize pedestrian/auto conflicts.



3. Sustainable building design. New buildings constructed in the SCMUOD after the date of passage of this By-Law shall comply with the current Leadership in Energy and Environmental Design (LEED) criteria, as promulgated by the U.S. Green Building Council to the extent that is feasible for a developer.

4. Sustainable site design. The SPGA shall encourage the use of the latest best management practices for storm-water management such as Low Impact Development (LID). This may include the use of roof-top landscaping on buildings that have a flat roof.

**OR WHAT IT WILL DO IN RELATION THERETO.**

## **4.6 SPECIAL DISTRICT REQUIREMENTS**

**4.6.1 Buildings in Floodway.** A building shall not be erected in a floodway or any area subject to periodic flooding, except if the first floor elevation is higher than the highest flood recorded, unless such flood elevation shall have been reduced by construction of dams at headwaters, or by other means.

**4.6.2 I and B Districts.** Where "I" or "B" District abuts an "R" District, no building within the "I" or "B" District shall be within 25 feet of the boundary line of the "R" District.

1. Within the 25 foot setback there shall be a green belt no less than 15 feet in width running the distance where the "I" or "B" District abuts the "R" District. The Planning Board shall define the type, height and density of such plantings in its Rules and Regulations.

2. No building in a "B" or "I" District shall be constructed within twenty-five feet of the lot line of any residential home.

**4.6.3 RM District.** Where a lot in a RM District and/or Multifamily dwelling Units abuts or is within one hundred (100) feet of the boundary line of any Single Residence District and/or single Family Dwellings a buffer strip shall be provided on all portions of said lot so abutting (within 100 feet as above said); such buffer strip to be at least one hundred (100) feet wide, including the width of any town owned land or public street. "The buffer strip on said lot shall include a dense screen of vegetation no less than eight (8) feet high and no closer than fifteen (15) feet from any intersection, and/or driveway-road intersection, and may be used only for access to the lot except that the Board of Appeals with due consideration to the effect on abutting lots may, in exceptional case, permit up to fifty (50) feet of the buffer strip most distant from the boundary line to be used for off-street parking subject to such additional screening conditions and requirements as the Board may determine are required. Nothing in this paragraph 11 shall be deemed to modify setback and yard requirements as otherwise provided in this zoning by-law.

**4.6.4 HB District.** In an HB District, two or more Contiguous Lots shall be considered one lot for the purpose of calculating Minimum Open Space under the Table of Dimensional and Density Regulations.

(This is a new section that has been added )

**4.6.5 Reduced Side Yard Requirement in the RM and RU Districts.** The Zoning Board of Appeals may grant a special permit to authorize a reduction of the required side yard in the RM and RU Districts by not more than 50%.(To be INSERTED)



**FOSC Board of Directors**

Forrest Lindwall, President  
Daniel Kelly, Treasurer  
Norma Freitas, Clerk  
Bernard Planeta  
Leo Fay  
Teresa Tapper  
Jonathan Bowen



March 26, 2018

Memo to: COMMITTEE ON FINANCE & TAXATION

From: Forrest Lindwall, President -Friends of Stoughton Center

Re: Variable Message Community Bulletin Board

Citizens Petition, Article 52 Annual Town Meeting, May 2018



The Petition for the above noted Article was prepared with the support of the Friends of Stoughton Center. A photo of a Variable Message Board (VMB) that is in the center of the Town of Millbury, MA is presented on the following page. It is a 4ft by 8ft full color LED electronic message board mounted within a custom built sign module. Features of the VMB are as follows:

- Messages would be prepared, controlled and operated by an Administrator via WiFi from Town Hall.
- It can operate 24/7 or timed such as 6am to 9pm.
- While in operation it can be pre-empted by Public Safety with emergency messages
- Operates on standard household electrical supply.
- Can present, and continually repeat, a dozen or more messages in 10 second intervals—think big slide show.
- An Application process for community groups/non-profits can be developed for advertising upcoming events—see copy of attached listing of community events that were noted in various news media outlets for one week this past January.
- Messages in advance of community activities would generally be posted for 2 weeks and removed following the event date.

The estimated cost of the complete installation is \$50,000.00. The Stoughton Redevelopment Authority has voted to provide a matching grant of up to \$25,000.00, thereby reducing Town's cost to \$25,000.00 maximum. And the Friends of Stoughton Center believe that this installation will be instrumental in fostering a stronger sense of community and result in a much higher level of support for the many community activities that are on-going throughout the year.

**FOSC Board of Directors**

Forrest Lindwall, President

Daniel Kelly, Treasurer

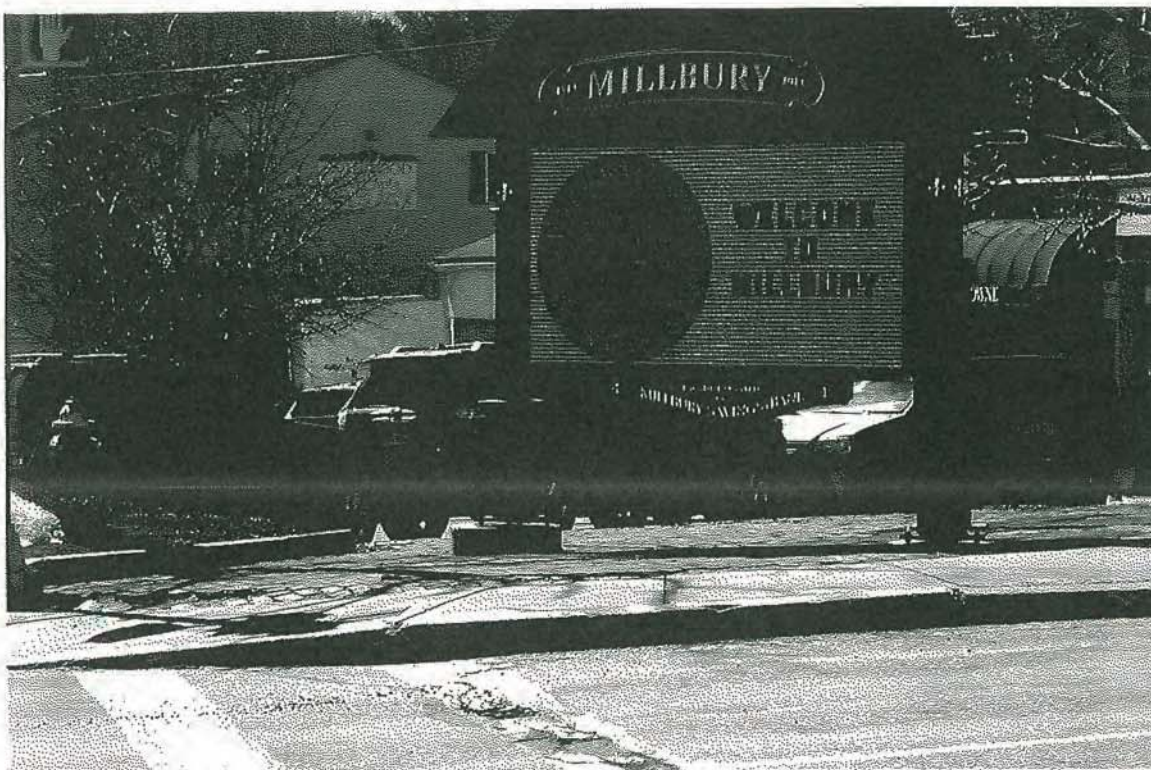
Norma Freitas, Clerk

Bernard Planeta

Leo Fay

Teresa Tapper

Jonathan Bowen

**FRIENDS OF STOUGHTON CENTER**

Friends of Stoughton Center  
781-341-1300 x9265 x9265

327 Canton Street, Unit 3

Stoughton, MA 02072  
friendsofstoughtoncenter@gmail.com



**FOSC Board of Directors**  
Forrest Lindwall, President  
Daniel Kelly, Treasurer  
Norma Freitas, Clerk  
Bernard Planeta  
Leo Fay  
Teresa Tapper  
Jonathan Bowen



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## **Example of Community Messages for a VMB**

### **One week in Stoughton January 2018**

- Jan 24<sup>th</sup>—Friends of Stoughton Center Meeting in K of C Hall Seaver Street
- Jan 24<sup>th</sup>—Stoughton SPED Advisory Group Meeting to support bringing Best Buddies program to Stoughton
- Jan 24<sup>th</sup>—Water Main Break on Curtis Avenue, Low Pressure or No Water In that area.
- Jan 25<sup>th</sup>—SHS POPS fund raiser at Chateau Restaurant
- Jan 25<sup>th</sup>—South School PTO fund raiser at Panera Bread
- Jan 25<sup>th</sup>—Ice Hockey Skills Clinic for boys & girls at OMS
- Jan 27<sup>th</sup>—Kiddie Academy of Stoughton Free Family Dance Party
- Jan 27<sup>th</sup>—SHS Building Committee Forum at SHS Cafeteria
- Jan 28<sup>th</sup>—Spirit Connections Medium Readings fund raiser at Old Colony Y
- Jan 28<sup>th</sup>—Community Events Meet and Greet at Cedar Hill Golf Clubhouse

## BUDGET APPENDIX

### Page #

1	Select Fund Balances
2	Multi-Year Analysis of Health Care Fund Trust
3-4	Norfolk Country CPA Surcharge
5-9	General Fund Turnbacks FY2013-2017
10-11	Operating Budget Add-Backs
12	Finance Committee Budget Chart



**TOWN OF STOUGHTON  
SELECTED FUND BALANCES  
AS OF FEBRUARY 28, 2018**

3500-01046	MWRA Capital Infrastructure	1,455,470
3300-06153	Inflow and Infiltration Receipts Reserved	162,705
8700	Health Claims Trust	9,210,445
8800	Workers' Compensation Trust	57,480

TOWN OF STOUGHTON  
MULTI-YEAR ANALYSIS OF HEALTH CARE TRUST FUND (8700)  
Fiscal Years 2012-2018

	FY2018 as of 2/28/18	FY2017	FY2016	FY2015	FY2014	FY2013	FY2012
<b>Beginning Balance</b>	7,100,222	5,956,531	5,181,951	4,392,874	3,493,706	2,931,807	2,533,190
<b>Revenues</b>							
Earnings on Investments	3,320	21,341	6,642	7,309	4,021	3,538	7,414
Other Miscellaneous Revenue	295,043	827,310	1,234,693	495,293	493,068	639,792	719,814
Employee Insurance Contributions	2,235,565	3,563,315	3,404,305	3,226,292	3,404,670	3,271,087	3,237,267
Town Insurance Contributions	4,922,958	7,860,665	7,540,235	7,142,169	7,205,426	6,810,140	6,495,577
<b>Total Revenues</b>	<b>7,456,887</b>	<b>12,272,630</b>	<b>12,185,875</b>	<b>10,871,063</b>	<b>11,107,185</b>	<b>10,724,557</b>	<b>10,460,072</b>
<b>Expenditures</b>							
Claims Paid - HMO Blue	(885,624)	(1,882,818)	(1,445,885)	(1,318,308)	(1,003,761)	(823,854)	(846,324)
Stop Loss Ins Premiums - HMO Blue	(61,513)	(129,568)	(126,742)	(119,081)	(114,078)	(97,751)	(87,280)
Administrative Fees - HMO Blue	(35,724)	(76,918)	(83,850)	(82,139)	(89,351)	(73,746)	(83,966)
Claims Paid - Harvard Pilgrim	(1,280,354)	(2,411,595)	(2,168,603)	(1,994,893)	(1,949,175)	(2,203,678)	(1,845,290)
Stop Loss Ins Premiums - HPHC	(70,366)	(158,720)	(163,360)	(172,805)	(181,566)	(164,659)	(182,346)
Administrative Fees - Harvard Pilgrim	(88,333)	(134,537)	(150,554)	(141,397)	(138,811)	(183,409)	(137,980)
Claims Paid - Tufts	(2,413,510)	(5,127,435)	(5,966,486)	(4,892,319)	(4,642,505)	(4,861,827)	(5,055,058)
Stop Loss Insurance Premiums	(196,218)	(448,210)	(449,943)	(465,851)	(466,904)	(442,898)	(340,352)
Administrative Fees - Tufts	(187,137)	(386,828)	(376,394)	(363,852)	(337,829)	(306,821)	(292,041)
Claims Paid - Medex	(105,413)	(284,010)	(295,551)	(319,772)	(1,116,230)	(856,732)	(1,033,274)
Medex - Stop Loss Insurance Premiums		-	(83,978)	(84,351)	(91,858)	(89,320)	(79,730)
Administrative Fees - Medex	(15,221)	(36,254)	(37,166)	(43,254)	(44,347)	(44,463)	(43,264)
Consultant Fees	(7,250)	(23,635)	(18,050)	(18,000)	(30,050)	(13,500)	(34,550)
Patient Centered Outcome Fee			0	(2,321)	(1,552)		
Transitional Reinsurance Contributions		(28,410)	(44,734)	(63,643)			
<b>Total Expenditures</b>	<b>(5,346,664)</b>	<b>(11,128,939)</b>	<b>(11,411,295)</b>	<b>(10,081,986)</b>	<b>(10,208,017)</b>	<b>(10,162,658)</b>	<b>(10,061,455)</b>
<b>Ending Fund Balance</b>	<b>9,210,445</b>	<b>7,100,222</b>	<b>5,956,531</b>	<b>5,181,951</b>	<b>4,392,874</b>	<b>3,493,706</b>	<b>2,931,807</b>





WILLIAM P. O'DONNELL  
REGISTER OF DEEDS  
ASSISTANT RECORDER OF THE  
LAND COURT

COUNTY OF NORFOLK  
COUNTY OF PRESIDENTS  
REGISTRY OF DEEDS

NORFOLK REGISTRY DISTRICT OF THE LAND COURT

January 19, 2018

As Register of the Norfolk County Registry of Deeds, I thought the chart on the reverse side would be of interest to you. It provides an illustration of the funds generated by the Community Preservation Act (CPA) in your community based on recorded real estate filings during the 2017 calendar year.

The Community Preservation Act was signed into law on September 14, 2000. Today there are 172 Massachusetts communities that have adopted the Community Preservation Act. Just over 1.75 billion dollars has been raised to date statewide. The Registry of Deeds, at no additional cost to the Commonwealth or local communities, collects these revenues for the state once a document is recorded. The monies are then forwarded to the Massachusetts Department of Revenue on a monthly basis. The funds collected by the Commonwealth are then redistributed back to the communities that have adopted the CPA through a variety of formulas.

The Norfolk County Registry of Deeds which is located at 649 High Street, Dedham, is the principal office for real property in Norfolk County. The Registry is a resource for homeowners, title examiners, mortgage lenders, genealogists, municipalities and others with a need for secure, accurate, accessible land record information. For assistance please contact our Customer Service Center at (781) 461-6101, or visit our website at [www.norfolkdeeds.org](http://www.norfolkdeeds.org).

I hope you find this data to be timely, informative and useful. In the meantime, if I can be of assistance to you, please do not hesitate to contact me at 781-461-6116 or by email at [registerodonnell@norfolkdeeds.org](mailto:registerodonnell@norfolkdeeds.org). I wish you a healthy New Year.

Sincerely yours,

William P. O'Donnell  
Norfolk County Register of Deeds

WPO/aag

649 HIGH STREET, DEDHAM, MASSACHUSETTS 02026  
TELEPHONE: 781-461-6116 FAX: 781-326-4246  
EMAIL: [registerodonnell@norfolkdeeds.org](mailto:registerodonnell@norfolkdeeds.org)

[www.norfolkdeeds.org](http://www.norfolkdeeds.org)

CV-11-750



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**NORFOLK COUNTY REGISTRY OF DEEDS**  
**COMMUNITY PRESERVATION ACT (CPA)**  
**SURCHARGES BY TOWN FOR CALENDAR YEAR 2017**

TOWN	TOTAL
AVON	\$18,030
BELLINGHAM	\$68,890
BRAINTREE	\$124,580
BROOKLINE	\$166,930
CANTON	\$94,080
COHASSET	\$42,810
DEDHAM	\$90,580
DOVER	\$29,780
FOXBOROUGH	\$62,360
FRANKLIN	\$117,830
HOLBROOK	\$47,080
MEDFIELD	\$46,790
MEDWAY	\$48,810
MILLIS	\$34,740
MILTON	\$95,820
NEEDHAM	\$108,540
NORFOLK	\$40,180
NORWOOD	\$83,730
PLAINVILLE	\$35,410
QUINCY	\$273,240
RANDOLPH	\$110,070
SHARON	\$60,270
STOUGHTON	\$105,140
WALPOLE	\$94,180
WELLESLEY	\$103,680
WESTWOOD	\$54,980
WEYMOUTH	\$215,200
WRENTHAM	\$53,870



TOWN OF STOUGHTON  
ANALYSIS OF BUDGET EXPENDITURE TURNBACKS  
GENERAL FUND  
FY 2017

Department	Original Budget	Amount of Turnbacks	% of Budget Turned Back
Historical Commission	800	800	100.00%
Finance Committee	317,730	219,146	68.97%
Unemployment Compensation	40,000	20,467	51.17%
Board of Selectmen	19,330	9,187	47.53%
Centralized Purchasing	199,000	82,202	41.31%
Town Moderator	4,600	1,500	32.61%
Highway Construction & main	391,100	114,995	29.40%
Community Events	86,190	24,945	28.94%
Board of Health	159,793	34,869	21.82%
Animal Control	68,342	13,044	19.09%
Town Clerk	330,303	54,358	16.46%
DPW General & Highway	1,189,761	175,204	14.73%
Veterans Services	733,813	106,679	14.54%
Waste Disposal/Sanitation	2,033,795	244,732	12.03%
Treasurer/Collector	521,147	59,033	11.33%
Civilian Dispatchers	519,283	58,175	11.20%
Street Lighting	379,000	39,859	10.52%
Town Accountant	314,936	30,958	9.83%
Town-wide Expenses/Insurance	1,360,519	96,217	7.07%
Crossing Guards	100,800	6,985	6.93%
Human Resources	228,253	14,469	6.34%
Retirement of Debt	4,006,081	249,285	6.22%
Board of Assessors	317,715	13,298	4.19%
Recreation	230,145	9,159	3.98%
Parks	259,288	10,302	3.97%
Police Department	5,969,869	224,576	3.76%
Building & Zoning	340,953	11,906	3.49%
Fire Department	5,611,256	192,902	3.44%
Town Manager	502,067	16,343	3.26%
Information Systems	368,659	10,288	2.79%
Library	1,083,643	21,396	1.97%
Planning Board	146,847	2,274	1.55%
Town Counsel	276,000	4,235	1.53%
State Assessments	3,582,480	50,247	1.40%
Procurement	155,644	1,563	1.00%
Education-Regional	1,556,067	12,827	0.82%
Town House	540,392	3,832	0.71%
Engineering	549,619	3,864	0.70%
Health Insurance	8,853,200	46,000	0.52%
Council on Aging	418,155	1,358	0.32%
Education-Stoughton	44,116,151	32,726	0.07%
MBTA	-	-	0.00%
Conservation	-	-	0.00%
Municipal Fuel Depot	-	4,999	0.00%
Retirement Contribution	4,437,692	-	0.00%
Youth Services	294,403	(11,457)	-3.89%
Snow Removal	245,615	(715,434)	-291.28%
	92,860,436	1,604,313	

TOWN OF STOUGHTON  
ANALYSIS OF BUDGET EXPENDITURE TURNBACKS  
GENERAL FUND  
FY 2016

<u>Department</u>	<u>Original Budget</u>	<u>Amount of Turnbacks</u>	<u>% of Budget Turned Back</u>
Historical Commission	800	800	100.00%
Finance Committee	317,200	230,638	72.71%
Animal Control	73,662	41,480	56.31%
Board of Selectmen	18,330	7,149	39.00%
Town Counsel	276,000	104,175	37.74%
Community Events	75,690	19,899	26.29%
Town Accountant	303,492	48,601	16.01%
Highway Construction & main	431,100	65,633	15.22%
Town-wide Expenses/Insurance	1,305,000	159,389	12.21%
Veterans Services	750,132	90,600	12.08%
Town Clerk	326,535	37,936	11.62%
Treasurer/Collector	545,019	55,308	10.15%
Civilian Dispatchers	515,612	51,373	9.96%
Retirement of Debt	3,800,675	347,194	9.14%
Centralized Purchasing	200,100	18,121	9.06%
Waste Disposal/Sanitation	1,709,983	129,216	7.56%
Board of Health	148,940	10,812	7.26%
Board of Assessors	324,915	22,434	6.90%
Police Department	5,936,955	405,850	6.84%
Street Lighting	387,360	25,800	6.66%
Recreation	203,578	13,391	6.58%
Library	1,061,669	64,140	6.04%
Parks	64,725	3,719	5.75%
Crossing Guards	100,800	5,313	5.27%
Information Systems	289,129	14,532	5.03%
Town Manager	481,437	20,045	4.16%
Town House	483,452	18,215	3.77%
Engineering	466,900	17,414	3.73%
DPW General & Highway	1,273,322	47,084	3.70%
Fire Department	5,342,278	135,160	2.53%
Planning Board	123,699	3,070	2.48%
Procurement	152,642	3,782	2.48%
Building & Zoning	326,414	7,332	2.25%
Unemployment Compensation	30,000	278	0.93%
Education-Regional	1,473,105	12,974	0.88%
Council on Aging	429,729	3,287	0.76%
Health Insurance	8,658,700	57,951	0.67%
Education-Stoughton	42,950,734	225,568	0.53%
Retirement Contribution	4,030,000	1,239	0.03%
Human Resources	228,268	58	0.03%
Town Moderator	4,500	-	0.00%
MBTA	-	-	0.00%
Conservation	-	-	0.00%
Municipal Fuel Depot	-	(12,204)	0.00%
Youth Services	256,191	(685)	-0.27%
State Assessments	3,375,467	(45,918)	-1.36%
Snow Removal	245,615	(479,111)	-195.07%
	89,499,854	1,989,023	



TOWN OF STOUGHTON  
ANALYSIS OF BUDGET EXPENDITURE TURNBACKS  
GENERAL FUND  
FY 2015

<u>Department</u>	<u>Original Budget</u>	<u>Amount of Turnbacks</u>	<u>% of Budget Turned Back</u>
Municipal Fuel Depot	35,000	23,007	65.73%
Historical Commission	800	502	62.75%
Highway Construction & main	404,400	200,893	49.68%
Town Counsel	276,000	126,230	45.74%
Centralized Purchasing	211,900	70,316	33.18%
Animal Control	71,720	15,743	21.95%
Board of Selectmen	18,030	2,599	14.41%
Human Resources	174,086	24,664	14.17%
Town clerk	326,608	45,467	13.92%
Town House	487,898	65,982	13.52%
Finance Committee	531,200	58,112	10.94%
Procurement	151,028	16,066	10.64%
Conservation	101,311	10,493	10.36%
Unemployment Compensation	45,000	3,978	8.84%
Engineering	334,547	28,747	8.59%
Board of Health	163,371	13,963	8.55%
Crossing Guards	97,901	7,713	7.88%
Information Systems	279,509	20,623	7.38%
Waste Disposal/Sanitation	1,616,115	105,969	6.56%
Recreation	212,360	12,683	5.97%
Treasurer/Collector	553,461	31,603	5.71%
Retirement of Debt	3,501,260	199,602	5.70%
Community Events	39,680	1,615	4.07%
Planning Board	160,998	6,104	3.79%
Town Accountant	233,834	8,812	3.77%
DPW General & Highway	1,291,131	48,060	3.72%
Town Manager	451,443	14,865	3.29%
Street Lighting	306,000	8,899	2.91%
Board of Assessors	314,329	9,130	2.90%
Parks	52,250	1,382	2.64%
Council on Aging	409,300	9,337	2.28%
Building & Zoning	300,842	6,751	2.24%
Education-Stoughton	40,766,150	898,897	2.21%
Youth Services	242,211	5,305	2.19%
Library	1,015,669	17,527	1.73%
Civilian Dispatchers	340,044	5,179	1.52%
Veterans Services	670,293	9,699	1.45%
Fire Department	5,155,581	70,020	1.36%
Police Department	5,607,585	42,430	0.76%
Health Insurance	8,173,200	34,909	0.43%
Town-wide Expenses/Insurance	1,165,000	3,441	0.30%
Retirement Contribution	3,778,253	6,230	0.16%
Town Moderator	3,500	-	0.00%
MBTA	-	-	0.00%
Education-Regional	1,451,543	-	0.00%
Other Financing Uses	507,401	(1,625)	-0.32%
State Assessments	3,136,316	(247,992)	-7.91%
Court Judgments	60,000	(36,608)	-61.01%
Snow Removal	245,615	(1,331,470)	-542.10%
	85,471,673	675,852	

TOWN OF STOUGHTON  
ANALYSIS OF BUDGET EXPENDITURE TURNBACKS  
GENERAL FUND  
FY 2014

<u>Department</u>	<u>Original Budget</u>	<u>Amount of Turnbacks</u>	<u>% of Budget Turned Back</u>
Municipal Fuel Depot	35,000	43,840	125.26%
Auxiliary Police	5,163	5,163	100.00%
Historical Commission	1,020	1,020	100.00%
Board of Selectmen	321,304	256,126	79.71%
Finance Committee	257,200	178,349	69.34%
Unemployment Compensation	35,000	22,994	65.70%
Elections	26,600	11,543	43.39%
Town Counsel	354,000	141,631	40.01%
Memorial Day	3,700	1,385	37.43%
Town Moderator	10,190	3,742	36.72%
Town clerk	200,455	59,162	29.51%
Engineering	276,517	74,522	26.95%
Human Resources	90,962	22,402	24.63%
Highway Construction & main	355,400	65,720	18.49%
Planning Board	158,137	26,675	16.87%
Retirement of Debt	3,743,177	591,326	15.80%
Waste Disposal/Sanitation	1,485,228	203,139	13.68%
Centralized Purchasing	215,988	28,633	13.26%
Animal Control	69,529	9,030	12.99%
Registration	54,781	6,371	11.63%
Board of Health	97,524	8,573	8.79%
Street Lighting	266,000	23,043	8.66%
Recreation	193,864	13,645	7.04%
Town House	434,649	27,830	6.40%
Library	987,090	58,572	5.93%
Treasurer/Collector	556,813	30,336	5.45%
Building & Zoning	281,376	15,063	5.35%
Council on Aging	392,567	17,019	4.34%
Information Systems	251,962	10,815	4.29%
DPW General & Highway	1,137,804	40,693	3.58%
Board of Assessors	297,666	8,283	2.78%
Conservation	93,201	2,543	2.73%
Parks	29,850	792	2.65%
Fire Department	3,774,808	80,355	2.13%
Police Department	5,338,926	84,093	1.58%
Veterans Services	607,667	9,447	1.55%
Town Accountant	326,884	3,631	1.11%
Education-Stoughton	39,538,617	425,002	1.07%
Cemetery/Soldiers Graves	10,375	55	0.53%
Town Manager	333,794	1,456	0.44%
Education-Regional	1,168,530	3,223	0.28%
Youth Services	233,660	199	0.09%
Group Health, Life Insurance	8,633,620	42	0.00%
MBTA	-	-	0.00%
Retirement Contribution	3,389,611	-	0.00%
State Assessments	2,968,121	(208,097)	-7.01%
Snow Removal	245,615	(556,324)	-226.50%
	79,289,945	1,853,062	



TOWN OF STOUGHTON  
ANALYSIS OF BUDGET EXPENDITURE TURNBACKS  
GENERAL FUND  
FY 2013

<u>Department</u>	<u>Original Budget</u>	<u>Amount of Turnbacks</u>	<u>% of Budget Turned Back</u>
Municipal Fuel Depot	25,000	58,689	234.76%
MBTA	3,000	3,000	100.00%
Auxilliary Police	7,163	7,133	99.58%
Board of Selectmen	95,749	38,415	40.12%
Human Resources	83,175	23,377	28.11%
Memorial Day	6,000	1,627	27.12%
Parks	26,500	5,597	21.12%
Town clerk	190,431	30,386	15.96%
Board of Assessors	379,692	60,407	15.91%
Waste Disposal/Sanitation	1,328,394	210,948	15.88%
Unemployment Compensation	40,000	5,369	13.42%
Elections	36,400	4,512	12.40%
Centralized Purchasing	219,906	26,930	12.25%
DPW General & Highway	1,089,806	115,937	10.64%
Retirement of Debt	3,500,821	365,688	10.45%
Animal Control	60,129	5,619	9.34%
Treasurer/Collector	560,262	47,495	8.48%
Highway Construction & main	234,580	19,709	8.40%
Town Manager	340,773	24,517	7.19%
Building & Zoning	229,802	14,599	6.35%
Council on Aging	393,510	15,864	4.03%
Town Counsel	350,000	11,950	3.41%
Recreation	185,507	6,173	3.33%
Street Lighting	204,590	5,755	2.81%
Registration	48,396	1,273	2.63%
Health Inspection services	90,356	2,119	2.35%
Fire Department	3,696,630	77,681	2.10%
Library	950,470	19,442	2.05%
Town Accountant	305,554	5,736	1.88%
Education-Stoughton	37,701,774	678,556	1.80%
Information Systems	247,834	3,715	1.50%
Youth Services	219,329	3,075	1.40%
Conservation	87,760	1,091	1.24%
Town House	403,205	4,409	1.09%
Veterans Services	526,236	4,402	0.84%
Engineering	257,020	1,704	0.66%
Finance Committee	256,575	1,178	0.46%
Police Department	4,982,175	20,707	0.42%
Planning Board	162,495	20	0.01%
Town Moderator	6,175	-	0.00%
Education-Regional	1,037,470	-	0.00%
Cemetery/Soldiers Graves	10,000	-	0.00%
Retirement Contribution	3,251,408	-	0.00%
Group Health, Life Insurance	8,406,787	(142,510)	-1.70%
State Assessments	2,732,658	(81,305)	-2.98%
Snow Removal	245,615	(230,584)	-93.88%
	75,217,112	1,480,405	

# TOWN OF STOUGHTON


## BOARD OF SELECTMEN

10 Pearl Street · Stoughton MA 02072 · (781) 341-1300 · Fax (781) 344-5048

*Robert J. O'Regan, Esq., Chair ♦ Michael Sullivan; Vice Chair ♦ Christine Howe ♦ Richard C. Hill ♦ Stephen Carey*

TO: Edward Trunfio, Chairman  
Committee on Finance and Taxation

DATE: March 18, 2018

FROM: Robert J. O'Regan 

COPIES: Board of Selectmen  
Marc Tisdelle, Interim Town Manager  
William Rowe, Town Accountant

SUBJECT: FY 2019 Operating Budget Add-Backs [CORRECTED]  
2018 ATM Capital Requests

### Operating Budget Add-Backs.

When the Board considered the FY 2019 budget, we did not yet have complete revenue figures. We were committed to sending a balanced budget to Town Meeting. This resulted in the Board's forwarding to the Committee on Finance and Taxation a FY 2019 budget that left positions unfunded that, as a matter of policy and effective operations, the Board believes to be in the best interests of the Town. You kindly agreed to permit the Board to submit requests for add-backs once more reliable revenue figures were known.

With our free cash now having been certified by the Department of Revenue at \$4,427,795, and other new figures available, at the Selectmen's meeting on March 15, 2018, the Board voted to request the following add-backs in the departmental budget requests that were not included in our original budget submission:

Assistant Town Manager / HR Director	6 months	\$55,000.00
Skilled Craftsman	full year	\$56,680.00
Assistant Recreation Director	full year	\$56,384.00
Patrol Officer	6 months	\$26,323.00
Firefighter	6 months	\$30,000.00
Principal Clerk I, Town Clerk	1/2 time	\$18,596.00
Town Moderator		\$1,000.00
Add'l Health Insurance Coverage	1 family / 1 individual	<u>\$27,000.00</u>
		\$270,983.00



### Capital Requests – Article 37

The Board believes that it is a priority to add a lift to the Lucius Clapp Memorial to make it more accessible. Paul Giffune has been working with the on-call architect on this project. The recommendation is that we perform design work in order to provide FinCom, the Community Preservation Committee, and Town Meeting with a well-defined scope of work and budget.

Therefore, the Board voted to reduce the request from the anticipated total project cost of \$180,000 (which would include design costs) to the design costs not to exceed \$30,000. We anticipate having the design work and project costs complete by late spring, so that it would be possible to include funding the project in a warrant for a fall special town meeting if one is held.

Thank you for your consideration.

Date	Budget	Amount	Vote	Status
3/29/18	Debt Amortization and Expense	\$8,540,731	14-0	Approved
3/29/18	Health Insurance	\$9,667,639	14-0	Approved
3/29/18	Town Wide Expenses and Insurance	\$1,446,200	14-0	Approved
3/29/18	Unemployment Expenses	\$40,000	14-0	Approved
3/29/18	Retirement Contribution	\$5,400,160	14-0	Approved
3/29/18	Town Manager	\$602,428	11-3	Approved
3/29/18	Town Accountant	\$326,615	14-0	Approved
3/29/18	Treasurer Collector	\$550,961	13-0-1	Approved
3/29/18	Town Counsel	\$230,000	13-1	Approved
3/29/18	Facilities	\$583,689	8-6	Approved
3/29/18	Procurement Department	\$163,970	14-0	Approved
3/29/18	Centralized Purchasing	\$119,257	14-0	Approved
3/29/18	Assessor	\$332,707	13-1	Approved
3/29/18	Information Systems	\$485,568	11-3	Approved
3/29/18	Town Clerk	\$332,033	13-0-1	Approved
3/29/18	Town Moderator	\$1,000	14-0	Approved
3/29/18	Planning	\$127,254	14-0	Approved
3/29/18	Board of Selectmen	\$18,330	14-0	Approved
3/29/18	Human Resources	\$171,404	10-4	Approved
3/29/18	Engineering	\$582,081	11-3	Approved
3/29/18	Finance Committee	\$417,250	14-0	Approved
3/29/18	Historical Commission	\$800	14-0	Approved
3/29/18	Police Department	\$7,124,577	12-1-1	Approved
3/29/18	Crossing Guards	\$106,774	14-0	Approved
3/29/18	Central Dispatch	\$763,641	11-3	Approved
3/29/18	Fire and Rescue Department	\$6,343,294	13-1	Approved
3/29/18	Building and Code Enforcement	\$380,083	9-4-1	Approved
3/29/18	Animal Control	\$67,155	14-0	Approved
3/29/18	DPW General and highway	\$1,214,993	14-0	Approved
3/29/18	Snow Removal	\$275,000	14-0	Approved
3/29/18	Highway Construction	\$359,215	14-0	Approved
3/29/18	Sanitation	\$1,895,758	14-0	Approved
3/29/18	Street Lighting	\$270,000	14-0	Approved
3/29/18	Board of Health	\$155,811	12-2	Approved
3/29/18	Veterans Services	\$681,900	13-1	Approved
3/29/18	Council on Aging	\$442,975	13-1	Approved
3/29/18	Youth Commission	\$343,143	13-1	Approved
3/29/18	Library	\$1,129,580	14-0	Approved
3/29/18	Recreation	\$247,615	12-2	Approved
3/29/18	Community Events	\$51,990	14-0	Approved
3/29/18	Parks and Forestry	\$309,675	14-0	Approved
3/29/18	Cedar Hill Enterprise	\$277,006	12-2	Approved
3/29/18	Public Health (VNA)	\$1,322,799	14-0	Approved
3/29/18	Water Enterprise	\$5,698,435	14-0	Approved
3/29/18	Sewer Enterprise	\$7,328,041	14-0	Approved
3/29/18	Stoughton Public School	\$46,990,706	13-0-1	Approved
3/29/18	Regional School Assessment	\$1,258,304	14-0	Approved



## APPENDIX

Page #

### **Town Litigation Status Report**

1-4 Kopelman & Associates

5-7 KP Law

8-10 School Litigation Status Report

### **Laws & Regulations Pertaining to ATM 2018 Warrant Articles**

11-13 Chapter 40 Section 4A

14-17 Chapter 40 Section 5B

18-27 Chapter 44 Section 7

28-44 Chapter 44 Section 8

45-48 Chapter 44 Section 20

49-51 Chapter 44 Section 53F1/2

52 Chapter 44 Section 53F3/4

53-54 Chapter 44B Section 11

55-56 Chapter 44B Section 12

57-60 Chapter 184 Sec 31

61-65 Chapter 184 Sec 32

66-68 Chapter 184 Sec 33

69 Town Meeting Rules of Order

70 Rules & Regulations for Governing of Town Meeting

***KOPELMAN & ASSOCIATES, LLC***

*THE LEADER IN MUNICIPAL LAW*

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**Brian Winner**  
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April 3, 2018

Mr. Marc Tisdelle  
Interim Town Manager  
Town of Stoughton  
10 Pearl Street  
Stoughton, MA 02072

Re: Litigation Status Report – April 2018

Dear Mr. Tisdelle,

In accordance with the provisions of the Stoughton General Bylaw, Chapter 47, § 47-4, please find enclosed a Litigation Status Report. I have also enclosed a legal expense summary for FY2017.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

  
Brian Winner

Enc.

cc: Committee on Finance and Taxation



Legal Expense Summary July 1, 2016 through June 30, 2017

Matter Number

Stoughton-00001 General Municipal  
 Stoughton-00005 Building Commissioner  
 Stoughton-00012 Planning Board  
 Stoughton-00016 Schools  
 Stoughton-00019 Taj Estates  
 Stoughton-00022 Water Rate/Structure Revisions  
 Stoughton-00023 Eversource/Nstar Petition  
 Stoughton-00025 Conservation Commission  
 Stoughton-00026 Town Manager Search  
 Stoughton-00030 Johnston Dog Complaint  
 Stoughton-00031 Town v. Complete Auto Body, LLC, et al.  
 Stoughton-00034 400 Prospect Street Licensing  
 Stoughton-00035 Glen Echo  
 Stoughton-00037 56 Stoddard Street - Habitat for Humanity  
 Stoughton-00038 Labor - UPL/Union Retaliation/Blount  
 Stoughton-00039 Labor - UPL/Police/IA/Decelle  
 Stoughton-00007 22 Lothrop Street  
 Stoughton-00017 Cedar Hill Golf Course  
 Stoughton-00018 Library  
 Stoughton-00004 Village at Goddard Highlands v. Conservation Commission  
 Stoughton-00010 123 Walnut Receivership Petition  
 Stoughton-00006 Police Chief Appointment  
 Stoughton-00009 Police Department  
 Stoughton-00011 40 Dexter Street Receivership Petition  
 Stoughton-00003 Town Meeting  
 Stoughton-00014 Wade v. Chief of Police  
 Stoughton-00021 Pearl Gardens Private Litigation  
 Stoughton-00024 Litigation  
 Stoughton-00008 Board of Health  
 Stoughton-00029 Village at Goddard Highlands 40B  
 Stoughton-00032 Train Depot Purchase  
 Stoughton-00033 434 Pearl Street Licensing  
 Stoughton-00036 40B General

Matter Description

General Municipal  
 Building Commissioner Enforcement  
 Planning Board  
 Schools  
 Taj Estates 40B  
 Water Rate/Structure Revisions  
 Eversource/Nstar Petition  
 Conservation Commission  
 Town Manager  
 Johnston Dog Complaint  
 Town v. Complete Auto Body, LLC, et al.  
 400 Prospect Street Licensing  
 Glen Echo  
 56 Stoddard Street - Habitat for Humanity  
 Labor - UPL/Union Retaliation/Blount  
 Labor - UPL/Police/IA/Decelle  
 22 Lothrop Street  
 Cedar Hill Golf Course  
 Library  
 Village at Goddard Highlands v. Conservation Commission  
 123 Walnut Receivership Petition  
 Police Chief Appointment  
 Police Department  
 40 Dexter Street Receivership Petition  
 Town Meeting  
 Wade v. Chief of Police  
 Pearl Gardens Private Litigation  
 Litigation  
 Board of Health  
 Village at Goddard Highlands 40B  
 Train Depot Purchase  
 434 Pearl Street Licensing  
 40B General

Billed Hours Billed Amount

191.1	38487.5
43.4	7595
18.9	3307.5
8.3	1452.5
6.2	1085
31	5425
25.7	4497.5
7.1	1207.5
21.7	3797.5
8.7	1522.5
24	4200
7.2	1260
0.2	35
3	525
3.5	612.5
1.6	280
1.3	227.5
2.5	437.5
3	525
23.9	4182.5
10.3	1802.5
23.6	4130
3.2	560
8.1	1417.5
35.1	6142.5
7.7	1347.5
0.4	70
1	175
0.2	35
0.9	157.5
5	850
1.2	210
0.4	70
529.4	97630



**TOWN OF STOUGHTON  
LITIGATION STATUS REPORT  
MATTERS PENDING WITH TOWN COUNSEL  
KOPELMAN AND ASSOCIATES, LLC  
APRIL 3, 2018**

1. Village at Goddard Highlands v. Conservation Commission  
Norfolk Superior Court, C.A. No 201682CV01189

By this appeal, plaintiff Village of Goddard Highlands Realty Trust, Elliot Schneider, Trustee, appeals a fine assessed by the Conservation Commission on July 21, 2016 and issued on August 18, 2016. The fine concerns violations of the Town's Wetlands Protection Bylaw that occurred at the plaintiff's development off Washington Street known as the Village at Goddard Highlands. We filed a Notice of Appearance on behalf of the Conservation Commission and then assembled and prepared the record of the Conservation Commission's hearing in proper form for filing with the Court. Although there were limited settlement discussions, no resolution was reached, and the parties proceeded to prepare and file cross-motions for Judgment. We are awaiting a hearing date from the Court on those motions.

2. Commonwealth and Town of Stoughton v. Marie Charles, et al. (123 Walnut) Stoughton District Court, C.A. No. 201755CV0011

This is a petition to appoint a receiver brought by the Commonwealth of Massachusetts through the Attorney General's Office and by the Town of Stoughton to enforce the State Sanitary Code and to remedy violations thereof as to the property located at 123 Walnut Street. A hearing is presently scheduled to be held on the petitioner's Motion to Appoint Receiver on March 30, 2017. Notwithstanding, counsel for the bank which has since foreclosed upon the property has indicated that the bank plans to undertake and complete the requisite remediation work forthwith. The work was undertaken and completed in accordance with the Sanitary Code and the permits issued by the Town. The property was subsequently conveyed. This matter therefore may be soon concluded when the disposition of the sale proceeds is resolved.

3. Commonwealth and Town of Stoughton v. Kevin Howard, et al. (40 Dexter)  
Stoughton District Court, C.A. No. 201755CV0072

This is a petition to appoint a receiver brought by the Commonwealth of Massachusetts through the Attorney General's Office and by the Town of Stoughton to enforce the State Sanitary Code and to remedy violations thereof as to the property located at 40 Dexter Street. A hearing was scheduled and held on the petitioner's Motion to Appoint Receiver on March 16, 2017. After hearing from the parties, including the defendant bank, the Court allowed the motion and appointed a receiver of the property. The receiver prepared and filed and received approval for a remediation plan. After the Building Department approved the work, the property was conveyed. This matter therefore may be soon concluded when the disposition of the sale proceeds is resolved.



4. Town v. Complete Auto Body, et al. (950 Washington)  
Norfolk Superior Court, C.A. No. 201782CV00727

This is an action to enforce the State Environmental Code ("Title 5") and G.L. c. 111, § 122 as well as the Town of Stoughton Board of Health's order ordering the property located at 950 Washington Street, Stoughton, Massachusetts to cease and desist operation and occupancy and to replace and upgrade the cesspool serving that property with a compliant system. The defendant property owner appealed the cease and desist order and that appeal remains pending before the Board of Health. Notwithstanding, Town Counsel moved on the Town's behalf for an injunction prohibiting the use and occupancy of the property unless and until there was compliance with the Board of Health's order. Counsel for the property owners and the Town reached a stipulation that the defendant tenant would be evicted and that the property would remain out of use until further Court order or further agreement of the parties. The property has been vacated and has remained dormant since that time.

Although the property itself has remained closed, the owner has actively been working towards obtaining the Town's permission to reoccupy it. Presently there is a pending application for the Board of Health for a variance/local approval upgrade and a pending appeal of the underlying cease and desist order.

5. Greenbrook v. Town  
Norfolk Superior Court, C.A. No. 17-1239

In this action, filed on or about October 6, 2017, the Greenbrook Condominium Trust challenges the Board of Selectmen acting as Water Commissioner's 1/17/17 water rate policy change. On November 2, 2017, we filed an Answer on behalf of the Town. Since that time, Greenbrook served written discovery which we responded to. Greenbrook has also served notices/subpoenas attempting to depose the then membership of the Board of Selectmen. We have filed a Motion to Quash those deposition and are awaiting a ruling from the Court.

6. Quail Run Appeal  
ATB Docket No. 334759

This is an appeal, served March 5, 2018, to the Appellate Tax Board by GHG Buckley Limited Partnership concerning the housing facility known as Quail Run. Specifically, the appellant challenges the Selectmen's imposition of a new water rate and water rate structure to the housing facility.



**STOUGHTON ANNUAL REPORT**  
**KP LAW, P.C.**  
**Fiscal Year 2017**

**I. LITIGATION**

**ACTIVE CASES**

1. South Coast Rail  
(28514-0001-GXP)

We have been assisting the Town in commenting on the MassDOT South Coast Commuter Rail project proposal under the regulatory process required by the Massachusetts and National Environmental Policy Acts ("MEPA" and "NEPA"). We filed an appeal in Superior Court of a certificate issued by the Secretary of Energy and Environmental Affairs approving the project proposal under MEPA and are awaiting a ruling from the Federal Army Corps of Engineers under NEPA. We stayed the Superior Court case on the appeal of the MEPA certificate in order to conduct settlement discussions, including the possibility of MassDOT exploring a different project alternative through Middleborough. MassDOT has amended its MEPA filings seeking approval of the Middleborough route but unfortunately describes this as a "phased approach" to provide service to Fall River/New Bedford more quickly, with revisions to existing infrastructure through Middleborough, but to then return to the Stoughton Electric Alternative at a later date. We have submitted comments that this constitutes an illegal segmentation of the project under the MEPA regulations and that MassDOT should have to reinitiate the MEPA process anew for the Stoughton Electric project if and when it seeks to reinitiate the project. In the alternative, we have asked the Secretary of Energy and Environmental Affairs to assist in persuading MassDOT to engage in meaningful mitigation discussions with the Town. The Superior Court case is stayed until 2019, with a status conference scheduled for February 14, 2019.

**Amount Billed in FY17: \$13,387.21**

**Fees/Disbursements: \$13,302.00/\$85.21**

**Amount of Judgments or Settlements: N/A**

**INACTIVE CASES**

1. Lee v. Zoning Board of Appeals of the Town  
Norfolk Superior Court No. 1682CV00742  
(28500-0419-IMQ)

This is an appeal filed on June 8, 2016 by the Plaintiff Tae H. Lee from the Zoning Board of Appeals' May 20, 2016 decision denying the appeal by Bruce Lee Dental Labs, Inc. ("BLDL") from a cease and desist order issued by the Building Commissioner that requires BLDL to cease and desist the manufacture of dental prosthodontics at the property located at 2 Cabot Place, Unit 5,



Stoughton, MA (the "Property"). We filed a Notice of Appearance on June 27, 2016. This case was dismissed by the Superior Court without prejudice on May 31, 2017 for Plaintiff's failure to prosecute.

**Amount Billed in FY17: \$503.90**

**Fees/Disbursements: \$450.00/\$53.90**

**Amount of Judgments or Settlements: N/A**

#### CLOSED CASES

1. M&K Partners, LLC v. Planning Board of the Town of Stoughton, et al.  
Land Court C.A. No. 14 MISC 481559  
(28500-0400-IMQ/AAW)

This is an appeal filed on February 11, 2014, in which the Plaintiff M&K Partners, LLC appealed the Planning Board's January 23, 2014 grant of site plan approval for the property located at 357 Page Street. The applicants/co-defendants, Arie Van Dam and DGC Highway, LLC, applied for site plan approval, and co-defendant Marie E. Van Dam, Trustee of 357 Page Street Realty Trust is the owner of the property. The plaintiff seeks costs and fees in its complaint. Since this matter concerns the grant of relief to private parties, we are requiring the holders of the favorable relief to actively defend the relief and incur the resulting legal expenses. This Court is keeping this case on the same track as the related case, M&K Partners, LLC v. Zoning Board of Appeals. Additionally, all the parties have agreed to a partial stipulation of dismissal as to any claims for fees or costs against the ZBA. The trial in this matter, which the Court excused the Town from participating in, was held on May 6, 2015 and May 7, 2015. On September 8, 2015, we filed a post-trial brief on behalf of the Town. Closing arguments were held on December 1, 2015 and on February 23, 2017, the Court issued a favorable decision, dismissing the Plaintiff's claims in their entirety.

**Amount Billed in FY17: \$396.00**

**Fees/Disbursements: \$396.00/\$0.00**

**Amount of Judgments or Settlements: N/A**

2. Florio v. Chief Shastany and Town  
Stoughton District Court, C.A. No. 1455CV000399  
(28500-0407-JMA)

Plaintiff Adam Florio sought judicial review of the denial of his license to carry firearms renewal pursuant to G.L. c.140, §131 on July 2, 2014 by the Town of Stoughton Police Chief. On October 3, 2014, an Answer was filed to Mr. Florio's Petition. Following negotiations between the parties, this matter was resolved on December 15, 2014 and the file was closed. Subsequently, however, there were further discussions in FY 2017 regarding the reinstatement of Mr. Florio's license to carry in light of the prior settlement agreement.

**Amount Billed in FY17: \$486.00**  
**Fees/Disbursements: \$486.00/\$0.00**  
**Amount of Judgments or Settlements: N/A**

**II. LABOR AND OTHER NON-LITIGATION FEES AND EXPENSES**

**Amount Billed in FY17: \$63,569.36**  
**Fees/Disbursements: \$58,908.00/\$4,661.36**

**III. COLLECTIVE BARGAINING AND ARBITRATION FEES AND EXPENSES**

**Amount Billed in FY17: \$43,519.29**  
**Fees/Disbursements: \$41,533.00/\$1,986.29**

607256/STOU/0281



**MH MURPHY HESSE**  
**TL TOOMEY & LEHANE LLP**

Attorneys at Law

Alisia St. Florian, Esq.

[astflorian@mhtl.com](mailto:astflorian@mhtl.com)

April 4, 2018

Dr. Marguerite Rizzi, Superintendent  
Stoughton Public Schools  
232 Pearl Street  
Stoughton, MA 02072

Dear Dr. Rizzi:

Below is the summary of the legal expenses for legal services totaling \$26,647.49, provided to the Stoughton School Department by Murphy, Hesse, Toomey and Lehane during Fiscal Year 2017.

Regular Education/Labor

General	Collective Bargaining	Arbitrations	Department of Labor	Judgments/Awards
\$0	\$0	\$0	\$0	\$0

Special Education

General	Collective Bargaining	BSEA litigation	Department of Labor	Judgments/Awards
\$26,647.49	\$0	Closed matters: \$26,647.49  Active matters: \$0	\$0	\$0

Very truly yours,

*Alisia St. Florian*

Alisia St. Florian

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OF COUNSEL

March 1, 2018

Via email to [m\\_rizzi@stoughtonschools.org](mailto:m_rizzi@stoughtonschools.org)  
Dr. Marguerite Rizzi, Superintendent  
Stoughton Public Schools  
232 Pearl Street  
Stoughton, MA 02072

Dear Dr. Rizzi:

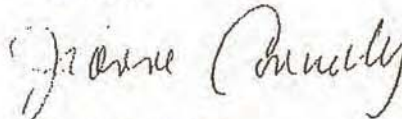
As requested, below is a summary of legal expenses incurred and paid by the Stoughton Public Schools during the Fiscal Year 2017.

Labor – General	\$ 275.00
Special Education – General	\$ 8,632.66
Special Education – BSEA	\$ 660.00
School Law – General	\$ 2,531.10

Total FY17 \$ 12,098.76

Please let me know if you have any questions.

Sincerely,



Joanne Connolly  
Office Manager



*EMERSON & EMERSON*  
ATTORNEYS AT LAW

JOSEPH A. EMERSON (1957-1994)  
JOSEPH A. EMERSON, JR.

33 WHITNEY AVENUE  
WESTWOOD, MASSACHUSETTS 02090

TELEPHONE (781) 769-6025  
FAX NO. (781) 769-6026  
[joeemerson@earthlink.net](mailto:joeemerson@earthlink.net)

April 5, 2018

Dr. Marguerite C. Rizzi  
Superintendent of Schools  
Stoughton Public Schools  
232 Pearl Street  
Stoughton, MA 02072-2397

Re: Request for Detailed Report of Legal Expenses in FY 2017

Dear Dr. Rizzi:

Below is the summary of the legal expenses for the legal services, totaling \$67,905.00, I have provided to the Stoughton School Department during Fiscal Year 2017:

General	Open Meeting Law Complaints	Collective Bargaining	Arbitrations	Dept. of Labor Relations	Judgments/Awards
\$30,522.5	\$7,780	\$9,570	\$6,965	\$13,067.5	\$0

Please let me know if you require any other information.

Thank you.

Very truly yours,



Joseph A. Emerson, Jr.

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 4A** GOVERNMENTAL UNITS; JOINT OPERATION OF PUBLIC ACTIVITIES; TERMINATION OF AGREEMENT;  
"GOVERNMENTAL UNIT" DEFINED; FINANCIAL SAFEGUARDS

Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the



provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section. For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1 A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established under chapter 40N or by special law, a county, or a state agency as defined in section 1 of chapter 6A.

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this section shall prohibit any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement. A decision to enter into an intermunicipal agreement under this section, or to join a regional entity, shall be solely subject to the approval process of the towns' elected bodies.

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost



of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 5B** STABILIZATION FUNDS; ESTABLISHMENT

*[ Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]*

Section 5B. For the purpose of creating 1 or more stabilization funds, cities, towns and districts may appropriate in any year an amount not exceeding, in the aggregate, 10 per cent of the amount raised in the preceding fiscal year by taxation of real estate and tangible personal property or such larger amount as may be approved by the director of accounts. The aggregate amount in such funds at any time shall not exceed 10 per cent of the equalized valuation of the city or town as defined in section 1 of chapter 44. Any interest shall be added to and become part of the fund.

The treasurer shall be the custodian of all such funds and may deposit the proceeds in national banks or invest the proceeds by deposit in savings banks, co-operative banks or trust companies organized under the laws of the commonwealth, or invest the same in such securities as are



legal for the investment of funds of savings banks under the laws of the commonwealth or in federal savings and loans associations situated in the commonwealth.

At the time of creating any such fund the city, town or district shall specify, and at any later time may alter, the purpose of the fund, which may be for any lawful purpose, including without limitation an approved school project under chapter 70B or any other purpose for which the city, town or district may lawfully borrow money. Such specification and any such alteration of purpose, and any appropriation of funds into or out of any such fund, shall be approved by two-thirds vote, except as provided in paragraph (g) of section 21C of chapter 59 for a majority referendum vote. Subject to said section 21C, in a town or district any such vote shall be taken at an annual or special town meeting, and in a city any such vote shall be taken by city council.

#### **Chapter 40: Section 5B. Stabilization funds; establishment**

*[ Text of section as amended by 2016, 218, Sec. 22 effective November 7, 2016. For text effective until November 7, 2016, see above.]*

Section 5B. Cities, towns and districts may create 1 or more stabilization funds and appropriate any amount into the funds. Any interest shall be added to and become part of the fund.

The treasurer shall be the custodian of all stabilization funds and may deposit the proceeds in a trust company, co-operative bank or savings bank, if the trust company or bank is organized or exists pursuant to the laws of the commonwealth or any other state or may transact business in the commonwealth and has its main office or a branch office in the commonwealth; a national bank, federal savings bank or federal savings and loan association, if the bank or association may transact business and



has its main office or a branch office in the commonwealth; provided, however, that a state-chartered or federally-chartered bank shall be insured by the Federal Deposit Insurance Corporation or its successor; or may invest the funds in participation units in a combined investment fund pursuant to section 38A of chapter 29 or in securities that are legal investments for savings banks.

At the time of creating any stabilization fund the city, town or district shall specify, and at any later time may alter, the purpose of the fund, which may be for any lawful purpose, including without limitation, an approved school project pursuant to chapter 70B or any other purpose for which the city, town or district may lawfully borrow money. The specification and any alteration of purpose, and any appropriation of funds from any such fund, shall be approved by a two-thirds vote, except as provided in paragraph (g) of section 21C of chapter 59 for a majority referendum vote. Subject to said section 21C of said chapter 59, any such vote shall be of the legislative body of the city, town or district, subject to charter.

Notwithstanding section 53 of chapter 44 or any other general or special law to the contrary, a city, town or district that accepts this paragraph may dedicate, without further appropriation, all, or a percentage not less than 25 per cent, of a particular fee, charge or other receipt to any stabilization fund established pursuant to this section; provided, however, that the receipt is not reserved by law for expenditure for a particular purpose. For purposes of this paragraph, a receipt shall not include taxes or excises assessed pursuant to chapter 59, 60A, 60B, 61, 61A or 61B or surcharges assessed pursuant to section 39M or chapter 44B. A dedication shall be approved by a two-thirds vote of the legislative body of the city, town or district, subject to charter, and may be terminated in

the same manner. A vote to dedicate or terminate a dedication shall be made before the fiscal year in which the dedication or termination is to commence and shall be effective at least for 3 fiscal years.



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section 7** CITIES AND TOWNS; PURPOSES FOR BORROWING MONEY  
WITHIN DEBT LIMIT

*[ Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]*

Section 7. Cities and towns may incur debt, within the limit of indebtedness prescribed in section ten, for the purposes hereinafter set forth, and payable within the periods hereinafter specified or, except for clauses (3C), (11), (16), (18), (19), (21) and (22), within such longer period not to exceed 30 years based upon the maximum useful life of the public work, improvement or asset being financed, as determined in accordance with guidelines established by the division of local services within the department of revenue:

(1) For the construction or reconstruction of surface drains, sewers, sewerage systems and sewage treatment and disposal facilities, thirty years.

(1A) For the lining by cement or metal of sewers constructed for sanitary and surface drainage purposes and for sewage disposal, ten years.



(2) For acquiring land for public parks or playgrounds or public domain under chapter forty-five, thirty years; but no indebtedness incurred for public domain shall exceed one half of one per cent of the equalized valuation of the city or town.

(2A) For the construction of an artificial ice-skating rink for which refrigeration equipment is required on land owned by the city or town, fifteen years.

(2B) For the construction of an outdoor swimming pool on land owned by the city or town, fifteen years.

(3) For acquiring land, or interests in land, for any purpose for which a city or town is or may hereafter be authorized to acquire land or interests therein, not otherwise specifically provided for; for the construction of buildings which cities or towns are or may hereafter be authorized to construct, or for additions to such buildings where such additions increase the floor space of said buildings, including the cost of original equipment and furnishings of said buildings or additions, twenty years.

(3A) For remodeling, reconstructing or making extraordinary repairs to public buildings owned by the city or town, including original equipment and landscaping, paving and other site improvements incidental or directly related to such remodeling, reconstruction or repair, for a term not exceeding 20 years.

(3B) For energy conservation, alternative energy or renewable energy improvements to public buildings or facilities owned or leased by the city or town, or on property owned or leased by the city or town, 20 years.

(3C) For a revolving loan fund established under section 53E3/4; to assist in the development of renewable energy and energy conservation projects on privately-held buildings, property or facilities within the city



or town, 20 years.

(4) For the construction or reconstruction of bridges of stone or concrete or of iron superstructure, twenty years.

(5) For the original construction of public ways or the extension or widening thereof, including land damages and the cost of pavement and sidewalks laid at the time of said construction, or for the construction of stone, block, brick, cement concrete, bituminous concrete, bituminous macadam or other permanent pavement of similar lasting character, or for the original construction and surfacing or the resurfacing with such pavement of municipally owned and operated off-street parking areas, under specifications approved by the department of highways, ten years.

(6) For macadam pavement or other road material, or for the resurfacing with such pavement or other road material of municipally owned or operated off-street parking areas, under specifications approved by the department of highways, or for the construction of sidewalks of brick, bituminous concrete, stone or concrete, five years.

(7) For the construction of walls or dikes for the protection of highways or property, ten years.

(8) For the purchase of land for cemetery purposes, ten years.

(9) For the cost of equipment, 5 years.

(9A) For the remodeling, reconstruction or rehabilitation of existing firefighting apparatus and heavy equipment including, but not limited to, front-end loaders, road graders, sidewalk plows and motorized sweepers; five years.



(10) For connecting dwellings or other buildings with common sewers, when the cost is to be assessed in whole or in part on the abutting property owners, five years.

(11) For the payment of final judgments, one year.

*[ There is no clause (12).]*

(13) In Boston, for acquiring fire or police boats, fifteen years.

(14) For traffic signal, or public lighting installations, fire alarm or police communication installations and for the purpose of extending and improving such installations, ten years.

(15) In Boston, for the original construction, or the extension or widening, with permanent pavement of lasting character conforming to specifications approved by the state department of highways and under the direction of the board of park commissioners of the city of Boston, of ways, other than public ways, within or bounding on or connecting with any public park in said city, including land damages and the cost of pavement and sidewalks laid at the time of said construction, or for the construction of such ways with stone, block, brick, cement concrete, bituminous concrete, bituminous macadam or other permanent pavement of similar lasting character under specifications approved by said department of highways, ten years.

(16) For the payment of premiums for fire insurance contracts or policies covering a period of five years, four years.

(17) For improvements made under section twenty-nine of chapter ninety-one and for the construction or reconstruction of public wharves, ten years.



(17A) For dredging of tidal and nontidal rivers and streams, harbors, channels and tidewaters, 10 years.

(18) For the payment of charges incurred under contracts authorized by section four of chapter forty for the expert appraisal of taxable property or for the preparation of assessors maps, including charges for aerial mapping in connection with the preparation of such maps, ten years.

(19) For the payment of charges incurred under contracts authorized by section four D of chapter forty, but only for such contracts as are for purposes comparable to the purposes for which loans may be authorized under the provisions of this section. Each authorized issue shall constitute a separate loan, and such loans shall be subject to the conditions of the applicable clauses of this section.

(20) For developing land for burial purposes and for constructing paths and avenues and embellishing the grounds in said developed areas in a cemetery owned by the city or town, five years. The proceeds from the sale of the exclusive rights of burials in any of the lots in such cemetery shall be kept separate from other funds and be appropriated for the payment of any indebtedness incurred for such developments, notwithstanding the provisions of section fifteen of chapter one hundred and fourteen.

(21) For the cost of architectural services for plans and specifications for any proposed building for which a city, town or district is authorized to borrow, or for the cost of architectural services for plans and specifications for additions to buildings owned by a city, town, or district where such additions increase the floor space of said buildings, five years if issued before any other debt relating to said buildings or additions is authorized, otherwise the period fixed by law for such other debt relating



to said building or additions; provided, however, that at the time the loan is issued the city, town or district owns the land on which the proposed building or additions would be constructed.

(22) For the cost of engineering or architectural services for plans and specifications for any project not defined in clause (21) for which a city, town or district is authorized to borrow, five years if issued before any other debt relating to said project is authorized, otherwise the period fixed by law for such other debt relating to said project.

(23) For the construction of municipal tennis courts, including platform tennis courts and the acquisition of land and the construction of buildings therefor, including the original equipment and furnishing of said buildings, fifteen years.

*[ There is no clause (24).]*

(25) For the construction of municipal outdoor recreational and athletic facilities, including the acquisition and development of land and the construction and reconstruction of facilities; fifteen years.

(26) For energy audits as defined in section three of chapter twenty-five A, if authorized separately from debt for energy conservation or alternative energy projects; five years.

(27) For the undertaking of projects for the preservation and restoration of publicly-owned freshwater lakes and great ponds in accordance with the provisions of section thirty-seven A of chapter twenty-one.

(28) For the development, design, purchase and installation of computer hardware, other data processing equipment and computer assisted integrated financial management and accounting systems; ten years.



(29) For the development, design, purchase of computer software incident to the purchase, installation and operation of computer hardware and other data processing equipment and computer assisted integrated financial management and accounting systems; five years.

(30) For installation, repair or replacement of exposed structural or miscellaneous steel, which has been treated with the hot-dip galvanizing process; three years.

(31) For the purpose of removing asbestos from municipally owned buildings; ten years.

(32) For the cost of cleaning up or preventing pollution caused by existing or closed municipal facilities not referenced in clause (21) of section 8, including cleanup or prevention activities taken pursuant to chapter 21E or chapter 21H, 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to and approved by the department of environmental protection.

(33) For the construction or reconstruction of seawalls, riprap, revetments, breakwaters, bulkheads, jetties and groins, stairways, ramps and other related structures, 20 years.

(34) For any other public work, improvement or asset not specified in this section, with a maximum useful life of at least 5 years, determined as provided in this paragraph, 5 years.

Debts may be authorized under this section only by a two-thirds vote.

#### **Chapter 44: Section 7. Cities and towns; purposes for borrowing money within debt limit**



*[ Text of section as amended by 2016, 218, Sec. 63 effective November 7, 2016. For text effective until November 7, 2016, see above.]*

Section 7. Cities and towns may incur debt, by a two-thirds vote, within the limit of indebtedness prescribed in section 10, for the following purposes and payable within the periods hereinafter specified not to exceed 30 years or, except for clauses (2), (3), (6) and (7), within the period determined by the director to be the maximum useful life of the public work, improvement or asset being financed under any guideline issued under section 38:

(1) For the acquisition of interests in land or the acquisition of assets, or for the following projects: the landscaping, alteration, remediation, rehabilitation or improvement of public land, the dredging, improvement, restoration, preservation or remediation of public waterways, lakes or ponds, the construction, reconstruction, rehabilitation, improvement, alteration, remodeling, enlargement, demolition, removal or extraordinary repair of public buildings, facilities, assets, works or infrastructure, including: (i) the cost of original equipment and furnishings of the buildings, facilities, assets, works or infrastructure; (ii) damages under chapter 79 resulting from any such acquisition or project; and (iii) the cost of engineering, architectural or other services for feasibility studies, plans or specifications as part of any acquisition or project; provided that the interest in land, asset acquired or project shall have a useful life of at least 5 years; and provided further, that the period of such borrowing shall not exceed the useful life of the interest in land, asset acquired or project.



(2) For a revolving loan fund established under section 53E3/4; to assist in the development of renewable energy and energy conservation projects on privately-held buildings, property or facilities within the city or town, 20 years.

(3) For the payment of final judgments, 1 year or for a longer period of time approved by a majority of the members of the municipal finance oversight board after taking into consideration the ability of the city, town or district to provide other essential public services and pay, when due, the principal and interest on its debts and such other factors as the board may deem necessary or advisable.

(4) In Boston, for the original construction, or the extension or widening, with permanent pavement of lasting character conforming to specifications approved by the Massachusetts Department of Transportation established under chapter 6C and under the direction of the board of park commissioners of the city of Boston, of ways, other than public ways, within or bounding on or connecting with any public park in said city, including land damages and the cost of pavement and sidewalks laid at the time of said construction, or for the construction of such ways with stone, block, brick, cement concrete, bituminous concrete, bituminous macadam or other permanent pavement of similar lasting character under specifications approved by said department of highways, 10 years.

(5) For the cost of repairs to private ways open to the public under section 6N of chapter 40, 5 years.

(6) For the payment of charges incurred under contracts authorized by section 4D of chapter 40, but only for those contracts for purposes comparable to the purposes for which loans may be authorized under this



section. Each authorized issue shall constitute a separate loan, and the loans shall be subject to the conditions of the applicable clauses of this section.

(7) For the cost of feasibility studies or engineering or architectural services for plans and specifications for any proposed project for which a city, town or district is authorized to borrow, 5 years if issued before any other debt relating to the project is authorized, otherwise the period for the debt relating to the project.

(8) For energy audits as defined in section 3 of chapter 25A, if authorized separately from debt for energy conservation or alternative energy projects; 5 years.

(9) For the development, design, purchase and installation of computer hardware or software and computer-assisted integrated financial management and accounting systems; 10 years.

(10) For the cost of cleaning up or preventing pollution caused by existing or closed municipal facilities not referenced in clause (20) of section 8, including cleanup or prevention activities taken pursuant to chapter 21E or chapter 21H, 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to and approved by the department of environmental protection.

(11) For any other public work, improvement or asset with a maximum useful life of at least 5 years and not otherwise specified in this section, 5 years.



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section 8** CITIES AND TOWNS; PURPOSES FOR BORROWING MONEY  
OUTSIDE DEBT LIMIT

*[ Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]*

Section 8. Cities and towns may incur debt, outside the limit of indebtedness prescribed in section ten, for the following purposes and payable within the periods hereinafter specified or except with respect to clauses (1), (2), (3A), (5), (6), (7), (9) and (19), within such longer period not to exceed 30 years based upon the maximum useful life of the public work, improvement or asset being financed, as determined in accordance with guidelines established by the division of local services within the department of revenue:

(1) For temporary loans under sections four, six, six A, seventeen and seventeen A, the periods authorized by those sections.

(2) For maintaining, distributing and providing food, other common necessities of life and temporary shelter for their inhabitants upon the occasions and in the manner set forth in section nineteen of chapter forty, two years.



(3) For establishing or purchasing a system for supplying a city, town, or district and its inhabitants with water, for taking or purchasing water sources, either from public land or private sources, or water or flowage rights, for the purpose of a public water supply, or for taking or purchasing land for the protection of a water system, thirty years.

(3A) For conducting groundwater inventory and analysis of the community water supply, including pump tests and quality tests relating to the development of using said groundwater as an additional source or a new source of water supply for any city, town or district, ten years.

(4) For the construction or enlargement of reservoirs, and the construction of filter beds, standpipes, buildings for pumping stations including original pumping station equipment, and buildings for water treatment, including original equipment therefor, and the acquisition of land or any interest in land necessary in connection with any of the foregoing, thirty years.

(4A) For remodeling, reconstructing or making extraordinary repairs to reservoirs and filter beds, thirty years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection, and the approval of said department has been granted therefor.

(5) For the laying and relaying of water mains of not less than six inches but less than sixteen inches in diameter, and for lining and relining such mains with linings of not less than one-sixteenth of an inch, for the development of additional well fields, for wells and for pumping station equipment, forty years.



(6) For constructing and reconstructing and laying and relaying aqueducts and water mains of sixteen inches or more in diameter, and for lining such mains with linings of not less than one-sixteenth of an inch, forty years.

(7) For the extension of water mains, forty years.

(7A) For the purchase and installation of water meters, ten years.

(7B) For the payment of the town's share of the cost to increase the storage capacity of any reservoir, including land acquisition, constructed by the water resources commission for flood prevention or water resources utilization, twenty years.

(7C) For the purchase, replacement or rehabilitation of water departmental equipment, ten years.

(8) For establishing, purchasing, extending, or enlarging a gas or electric lighting plant, a community antenna television system, whether or not operated by a gas or electric lighting plant, or a telecommunications system operated by a municipal lighting plant, 20 years; but the outstanding indebtedness so incurred shall not exceed in a town 5 per cent and in a city 2.5 per cent of the equalized valuation of such town or city; provided, however, that the majority of the members of the municipal finance oversight board, may authorize a city to incur indebtedness under this clause in excess of 2.5 per cent but not in excess of 5 per cent of the equalized valuation of such city, and may authorize a town to incur indebtedness under this clause in excess of 5 per cent but not in excess of 10 per cent of the equalized valuation of such town.

(8A) For remodeling, reconstructing, or making extraordinary repairs to a gas or electric lighting plant, a community antenna television system, or a telecommunications system operated by a municipal lighting plant.



when approved by the majority of the members of the municipal finance oversight board, for such number of years not exceeding ten, as said board shall fix; provided, however, that the indebtedness incurred under this clause shall be included in the limit of indebtedness for gas and electric lighting plants, community antenna television systems or telecommunications systems that are operated by municipal lighting plants, as set forth in clause (8). Each city or town seeking approval by said board of a loan under this clause shall submit to it all plans and other information considered by the board to be necessary for a determination of the probable extended use of such plant, community television antenna system or telecommunications system likely to result from such remodeling, reconstruction, or repair, and in considering approval under this clause of a requested loan and the terms thereof, special consideration shall be given to such determination.

(9) For emergency appropriations that are approved by the director, not more than 2 years or such longer period not to exceed 10 years as determined by the director after taking into consideration the ability of the city, town or district to provide other essential public services and pay, when due, the principal and interest on its debts, the amount of federal and state payments likely to be received for the purpose of the appropriations and such other factors as the director may deem necessary or advisable; provided, however that for the purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; provided further, that emergency shall not include the funding of collective bargaining agreements or items that were previously disapproved by the appropriating authority for the fiscal year in which the borrowing is



sought; and provided further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.

(9A) For emergency appropriations approved by a majority of the members of the municipal finance oversight board, up to the period fixed by law for such debt as determined by the board; provided, however, that this clause shall apply only to appropriations for capital purposes including, but not limited to, the acquisition, construction, reconstruction or repair of any public building, work, improvement or asset and upon a demonstration by the city, town or district that the process for authorizing debt in the manner otherwise provided by law imposes an undue hardship in its ability to respond to the emergency; provided further, that for purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; and provided further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.

(10) For acquiring land or constructing buildings or other structures, including the cost of original equipment, as memorials to members of the army, navy, marine corps, coast guard, or air force, twenty years; but the indebtedness so incurred shall not exceed one half of one per cent of the equalized valuation of the city or town.



The designation of any such memorial shall not be changed except after a public hearing by the board of selectmen or by the city council of the municipality wherein said memorial is located, notice of the time and place of which shall be given, at the expense of the proponents, by the town or city clerk as the case may be, by publication not less than thirty days prior thereto in a newspaper, if any, published in such town or city; otherwise, in the county in which such town or city lies; and notice of which shall also have been given by the proponents, by registered mail, not less than thirty days prior to such hearing, to all veterans' organizations of such town or city.

*[ There is no clause (11).]*

(12) For acquiring street railway property under sections one hundred and forty-three to one hundred and fifty-eight, inclusive, of chapter one hundred and sixty-one, operating the same, or contributing toward the sums expended or to be expended by a transportation area for capital purposes, ten years; but the indebtedness so incurred shall not exceed two per cent of the equalized valuation of the city or town.

(13) For the acquisition, construction, establishment, enlargement, improvement or protection of public airports, including the acquisition of land, ten years; but the outstanding indebtedness so incurred shall not exceed one per cent of the equalized valuation of the city or town. The proceeds of indebtedness incurred hereunder may be expended for the acquisition, construction, establishment, enlargement, improvement or protection of such an airport, including the acquisition of land, jointly by two or more municipalities.



(14) For the financing of a program of eradication of Dutch elm disease, including all disbursements on account of which reimbursement is authorized or may be authorized by the commonwealth, county, any city or town, or by any manner of assessment or charges, pursuant to and consistent with the provisions of chapter one hundred and thirty-two, five years.

(15) For the construction of sewers, sewerage systems and sewage treatment and disposal facilities, or for the lump sum payment of the cost of tie-in to such services in a contiguous city or town, for a period not exceeding 30 years; provided, however, that either (i) the city or town has an enterprise or special revenue fund for sewer services and that the accountant or auditor or other officer having similar duties in the city or town shall have certified to the treasurer that rates and charges have been set at a sufficient level to cover the estimated operating expenses and debt service related to the fund, or (ii) the issuance of the debt is approved by a majority of the members of the municipal finance oversight board.

(16) For the construction of municipal golf courses, including the acquisition of land, the construction of buildings, and the cost of original equipment and furnishings, twenty years.

(17) For the payment of charges incurred under contracts authorized by section four D of chapter forty, but only for such contracts as are for purposes comparable to the purposes for which loans may be authorized under the provisions of this section. Each authorized issue shall constitute a separate loan, and such loans shall be subject to the conditions of the applicable clauses of this section.



(18) For the construction of a regional incinerator for the purpose of disposing solid waste, refuse and garbage by two or more communities, twenty years, but the indebtedness so incurred shall not exceed three per cent of the last preceding equalized valuation of the city or town.

(19) For the lending or granting of money to industrial development financing authorities and economic development and industrial corporations, with the approval of the Massachusetts office of business development and the director of housing and community development. For the purpose of this clause the city or town may borrow outside its debt limit to an amount not to exceed one hundred thousand dollars or two and one half per cent of its equalized valuation, whichever is the lesser.

(20) For the purposes of implementing project financed in whole or in part by the Farmers Home Administration of the United States Department of Agriculture, pursuant to the provisions of 7 USC 1921, et seq., up to forty years. Regional school districts established pursuant to the provisions of any general or special law shall be authorized to incur debt for the purposes and within the limitations described in this clause.

(21) For the cost of cleaning up or preventing pollution caused by existing or closed landfills or other solid waste disposal facilities, including clean up or prevention activities taken pursuant to chapter twenty-one E or chapter twenty-one H, thirty years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.



(22) For the construction of incinerators, refuse transfer facilities, recycling facilities, composting facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, for the purpose of disposing of waste, refuse and garbage, twenty-five years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(23) For remodeling, reconstructing or making extraordinary repairs to incinerators, refuse transfer facilities, recycling facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, owned by the city, town or district, and used for the purpose of disposing of waste, refuse and garbage, for such maximum term not exceeding 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(24) For the purpose of closing out a landfill area, opening a new landfill area, or making improvements to an existing landfill area, twenty-five years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(25) For the acquisition of a dam or the removal, repair, reconstruction and improvements to a dam owned by a municipality, as may be necessary to maintain, repair or improve such dam, 40 years; provided, however, that this clause shall include dams as defined in section 44 of



chapter 253 acquired by gift, purchase, eminent domain under chapter 79 or otherwise and located within a municipality, including any real property appurtenant thereto, if such dam and any appurtenant real property is not at the time of such acquisition owned or held in trust by the commonwealth.

Debts, except for temporary loans, may be authorized under this section only by a two thirds vote.

Debts for purposes mentioned in clauses (3), (4), (4A), (5), (6), (7), (7A) and (7B) of this section shall not be authorized to an amount exceeding ten per cent of the equalized valuation of the city or town.

#### **Chapter 44: Section 8. Cities and towns; purposes for borrowing money outside debt limit**

*[ Text of section as amended by 2016, 218, Sec. 63 effective November 7, 2016. For text effective until November 7, 2016, see above.]*

Section 8. Cities and towns may incur debt, by a two-thirds vote, outside the limit of indebtedness prescribed in section 10, for the following purposes and payable within the periods hereinafter specified or, except with respect to clauses (1), (2), (3A), (9) and (18), within such longer period not to exceed 30 years determined by the director to be the maximum useful life of the public work, improvement or asset being financed under any guidelines issued under section 38:

(1) For temporary loans under sections 4, 6, 6A and 17, the periods authorized by those sections.

(2) For maintaining, distributing and providing food, other common necessities of life and temporary shelter for their inhabitants upon the occasions and in the manner set forth in section 19 of chapter 40, 2 years.



(3) For establishing or purchasing a system for supplying a city, town, or district and its inhabitants with water, for taking or purchasing water sources, either from public land or private sources, or water or flowage rights, for the purpose of a public water supply, or for taking or purchasing land for the protection of a water system, 30 years.

(3A) For conducting groundwater inventory and analysis of the community water supply, including pump tests and quality tests relating to the development of using said groundwater as an additional source or a new source of water supply for any city, town or district, 10 years.

(4) For the construction or enlargement of reservoirs, the construction of filter beds, the construction or reconstruction or making extraordinary repairs to standpipes, buildings for pumping stations including original pumping station equipment, and buildings for water treatment, including original equipment therefor, and the acquisition of land or any interest in land necessary in connection with any of the foregoing, 30 years.

(4A) For remodeling, reconstructing or making extraordinary repairs to reservoirs and filter beds, 30 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection, and the approval of said department has been granted therefor.

(5) For constructing or reconstructing, laying or relaying aqueducts or water mains or for the extension of water mains, or for lining or relining such mains, and for the development or construction of additional well fields and for wells, 40 years.

(6) For the purchase and installation of water meters, 10 years.



(7) For the payment of the city, town or district share of the cost to increase the storage capacity of any reservoir, including land acquisition, constructed by the water resources commission for flood prevention or water resources utilization, 20 years.

(7A) For the purchase, replacement or rehabilitation of water departmental equipment, 10 years.

(8) For establishing, purchasing, extending, or enlarging a municipally owned gas or electric lighting plant, community antenna television system, or telecommunications system, 20 years.

(8A) For remodeling, reconstructing, or making extraordinary repairs to a municipally owned gas or electric lighting plant, community antenna television system, or telecommunications system, when approved by a majority of the members of the municipal finance oversight board, for the number of years not exceeding 10, as said board shall fix. Each city or town seeking approval by the board of a loan under this clause shall submit to said board all plans and other information considered by the board to be necessary for a determination of the probable extended use of such plant, community television antenna system or telecommunications system likely to result from the remodeling, reconstruction, or repair, and in considering approval under this clause of a requested loan and the terms thereof, special consideration shall be given to that determination.

(9) For emergency appropriations that are approved by the director, not more than 2 years or such longer period not to exceed 10 years as determined by the director after taking into consideration the ability of the city, town or district to provide other essential public services and pay, when due, the principal and interest on its debts, the amount of federal and state payments likely to be received for the purpose of the



appropriations and such other factors as the director may deem necessary or advisable; provided, however, that for the purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; provided, further, that emergency shall not include the funding of collective bargaining agreements or items that were previously disapproved by the appropriating authority for the fiscal year in which the borrowing is sought; and provided, further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.

(9A) For emergency appropriations approved by a majority of the members of the municipal finance oversight board, up to the period fixed by law for the debt as determined by the board; provided, however, that this clause shall apply only to appropriations for capital purposes including, but not limited to, the acquisition, construction, reconstruction or repair of any public building, work, improvement or asset, and upon a demonstration by the city, town or district that the process for authorizing debt in the manner otherwise provided by law imposes an undue hardship in its ability to respond to the emergency; provided further, that for purposes of this clause, "emergency" shall mean a sudden, unavoidable event or series of events which could not reasonably have been foreseen or anticipated at the time of submission of the annual budget for approval; and provided, further, that for the purposes of this clause, debt may be authorized by the treasurer of the city, town or district, with the approval of the chief executive officer in a city or town, or the prudential committee, if any, or by the commissioners in a district.



(10) For acquiring land or constructing buildings or other structures, including the cost of original equipment, as memorials to members of the army, navy, marine corps, coast guard, or air force, 20 years.

The designation of any such memorial shall not be changed except after a public hearing by the board of selectmen or by the city council of the municipality wherein said memorial is located, notice of the time and place of which shall be given, at the expense of the proponents, by the town or city clerk as the case may be, by publication not less than 30 days prior thereto in a newspaper, if any, published in such town or city; otherwise, in the county in which such town or city lies; and notice of which shall also have been given by the proponents, by registered mail, not less than 30 days prior to such hearing, to all veterans' organizations of such town or city.

(11) For acquiring street railway or other transportation property under sections 143 to 158, inclusive, of chapter 161, operating the same, or contributing toward the sums expended or to be expended by a transportation area for capital purposes, 10 years.

(12) For the acquisition, construction, establishment, enlargement, improvement or protection of public airports, including the acquisition of land, 10 years. The proceeds of indebtedness incurred hereunder may be expended for the acquisition, construction, establishment, enlargement, improvement or protection of such an airport, including the acquisition of land, jointly by 2 or more municipalities.

(13) For the financing of a program of eradication of Dutch elm disease, including all disbursements on account of which reimbursement is authorized or may be authorized by the commonwealth, county, any city



or town, or by any manner of assessment or charges, pursuant to and consistent with chapter 132, 5 years.

(14) For the construction of sewers, sewerage systems and sewage treatment and disposal facilities, or for the lump sum payment of the cost of tie-in to such services in a contiguous city or town, for a period not exceeding 30 years; provided, however, that either: (i) the city or town has an enterprise or special revenue fund for sewer services, and that the accountant, auditor or other officer having similar duties in the city or town shall have certified to the treasurer that rates and charges have been set at a sufficient level to cover the estimated operating expenses and debt service related to the fund; or (ii) the issuance of the debt is approved by a majority of the members of the municipal finance oversight board.

(15) For the construction and rehabilitation of municipal golf courses, including the acquisition and reconstruction of land, installation and replacement of irrigation systems, the construction and rehabilitation of buildings, and the cost of equipment and furnishings, 20 years.

(16) For the payment of charges incurred under contracts authorized by section 4D of chapter 40, but only for those contracts for purposes comparable to the purposes for which loans may be authorized under this section. Each authorized issue shall constitute a separate loan, and the loans shall be subject to the conditions of the applicable clauses of this section.

(17) For the construction of a regional incinerator for the purpose of disposing solid waste, refuse and garbage by 2 or more communities, 20 years.



(18) For the lending or granting of money to industrial development financing authorities and economic development and industrial corporations, with the approval of the Massachusetts office of business development and the director of housing and community development, 20 years.

(19) For the purposes of implementing a project financed in whole or in part by the Farmers Home Administration of the United States Department of Agriculture, pursuant to Chapter 50 of Title 7 of the United States Code , up to 40 years. Regional school districts established under any general or special law shall be authorized to incur debt for the purposes and within the limitations described in this clause.

(20) For the cost of cleaning up or preventing pollution caused by existing or closed landfills or other solid waste disposal facilities, including clean up or prevention activities taken pursuant to chapter 21E or chapter 21H, 30 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(21) For the construction of incinerators, refuse transfer facilities, recycling facilities, composting facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, for the purpose of disposing of waste, refuse and garbage, 25 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.



(22) For remodeling, reconstructing or making extraordinary repairs to incinerators, refuse transfer facilities, recycling facilities, resource recovery facilities or other solid waste disposal facilities, other than landfills, owned by the city, town or district, and used for the purpose of disposing of waste, refuse and garbage, 10 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(23) For the purpose of closing out a landfill area, opening a new landfill area, or making improvements to an existing landfill area, 25 years; provided, however, that no indebtedness shall be incurred hereunder until plans relating to the project shall have been submitted to the department of environmental protection and the approval of said department has been granted therefor.

(24) For the acquisition of a dam or the removal, repair, reconstruction and improvements to a dam owned by a municipality, as may be necessary to maintain, repair or improve such dam, 40 years; provided, however, that this clause shall include dams as defined in section 44 of chapter 253 acquired by gift, purchase, eminent domain under chapter 79 or otherwise and located within a municipality, including any real property appurtenant thereto, if the dam and any appurtenant real property is not at the time of such acquisition owned or held in trust by the commonwealth.



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section 20** PROCEEDS FROM SALE OF BONDS; RESTRICTIONS ON USE;  
DISPOSITION OF PREMIUMS

*[ Text of section effective until November 7, 2016. For text effective November 7, 2016, see below.]*

Section 20. The proceeds of any sale of bonds or notes, except premiums and accrued interest, shall be used only for the purposes specified in the authorization of the loan, and may also be used for costs of preparing, issuing and marketing such bonds or notes, except as otherwise authorized by this section. If a balance remains after the completion of the project for which the loan was authorized, such balance may at any time be appropriated by a city, town or district for any purposes for which a loan may be incurred for an equal or longer period of time than that for which the original loan, including temporary debt, was issued. Any such balance not in excess of one thousand dollars may be appropriated for the payment of the principal of such loan. If a loan has been issued for a specified purpose but the project for which the loan was authorized has not been completed and no liability remains outstanding and unpaid on account thereof, a city by a two-thirds vote of all of the members of the city council, or a town or district, by a two-



thirds vote of the voters present and voting thereon at an annual town or district meeting, may vote to abandon or discontinue the project and the unexpended proceeds of the loan may thereupon be appropriated for any purpose for which a loan may be authorized for an equal or longer period of time than that for which the original loan, including temporary debt, was issued. Any premium received upon such bonds or notes, less the cost of preparing, issuing and marketing them, and any accrued interest received upon the delivery of said bonds or notes shall be paid to the city, town or district treasury. Notwithstanding the provisions of this section, no appropriation from a loan or balance thereof shall be made which would increase the amount available from borrowed money for any purpose to an amount in excess of any limit imposed by general law or special act for such purpose. Effective with the fiscal year 2005 tax rate approval process, additions to the levy limit for a debt exclusion are restricted to the true interest cost incurred to finance the excluded project. Premiums received at the time of sale shall be offset against the stated interest cost in computing the debt exclusion. The provisions of the preceding 2 sentences shall not apply to bond premiums received on or before July 31, 2003.

**Chapter 44: Section 20. Proceeds from sale of bonds; restrictions on use; disposition of premiums**

*[ Text of section as amended by 2016, 218, Sec. 67 effective November 7, 2016. For text effective until November 7, 2016, see above.]*

Section 20. The proceeds of any sale of bonds or notes shall be used only for the purposes specified in the authorization of the loan; provided, however, that such proceeds may also be used for costs of preparing, issuing and marketing the bonds or notes, except as otherwise authorized



by this section. If a balance remains after the completion of the project for which the loan was authorized, the balance may at any time be appropriated by a city, town or district for any purposes for which a loan may be incurred for an equal or longer period of time than that for which the original loan, including temporary debt, was issued. Any balance not in excess of \$50,000 may be applied, with the approval of the chief executive officer, for the payment of indebtedness. If a loan has been issued for a specified purpose but the project for which the loan was authorized has not been completed and no liability remains outstanding and unpaid on account thereof, a city, by a two-thirds vote of all of the members of the city council, or a town or district, by a two-thirds vote of the voters present and voting thereon at an annual town or district meeting, may vote to abandon or discontinue the project and the unexpended proceeds of the loan may be appropriated for any purpose for which a loan may be authorized for an equal or longer period of time than that for which the original loan, including temporary debt, was issued. Any premium received upon the sale of the bonds or notes, less the cost of preparing, issuing and marketing them, and any accrued interest received upon the delivery of the bonds or notes shall be: (i) applied, if so provided in the loan authorization, to the costs of the project being financed by the bonds or notes and to reduce the amount authorized to be borrowed for the project by like amount; or (ii) appropriated for a project for which the city, town or district has authorized a borrowing, or may authorize a borrowing, for an equal or longer period of time than the original loan, including any temporary debt, was issued, thereby reducing the amount of any bonds or notes authorized to be issued for the project by like amount. Notwithstanding this section, no appropriation from a loan or balance thereof shall be made that would



increase the amount available from borrowed money for any purpose to an amount in excess of any limit imposed by general law or special act for that purpose. Additions to the levy limit for a debt exclusion are restricted to the true interest cost incurred to finance the excluded project.

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section** ENTERPRISE FUNDS  
**53F1/2**

Section 53F1/2. Notwithstanding the provisions of section fifty-three or any other provision of law to the contrary, a city or town which accepts the provisions of this section may establish a separate account classified as an "Enterprise Fund", for a utility, cable television public access, health care, recreational or transportation facility, and its operation, as the city or town may designate, hereinafter referred to as the enterprise. Such account shall be maintained by the treasurer, and all receipts, revenues and funds from any source derived from all activities of the enterprise shall be deposited in such separate account. The treasurer may invest the funds in such separate account in the manner authorized by sections fifty-five and fifty-five A of chapter forty-four. Any interest earned thereon shall be credited to and become part of such separate account. The books and records of the enterprise shall be maintained in accordance with generally accepted accounting principles and in accordance with the requirements of section thirty-eight.



No later than one hundred and twenty days prior to the beginning of each fiscal year, an estimate of the income for the ensuing fiscal year and a proposed line item budget of the enterprise shall be submitted to the mayor, board of selectmen or other executive authority of the city or town by the appropriate local entity responsible for operations of the enterprise. Said board, mayor or other executive authority shall submit its recommendation to the town meeting, town council or city council, as the case may be, which shall act upon the budget in the same manner as all other budgets.

The city or town shall include in its tax levy for the fiscal year the amount appropriated for the total expenses of the enterprise and an estimate of the income to be derived by the operations of the enterprise. If the estimated income is less than the total appropriation, the difference shall be added to the tax levy and raised by taxation. If the estimated income is more than the total appropriation, the excess shall be appropriated to a separate reserve fund and used for capital expenditures of the enterprise, subject to appropriation, or to reduce user charges if authorized by the appropriate entity responsible for operations of the enterprise. If during a fiscal year the enterprise incurs a loss, such loss shall be included in the succeeding fiscal year's budget.

If during a fiscal year the enterprise produces a surplus, such surplus shall be kept in such separate reserve fund and used for the purposes provided therefor in this section.

For the purposes of this section, acceptance in a city shall be by vote of the city council and approval of the mayor, in a town, by vote of a special or annual town meeting and in any other municipality by vote of the legislative body.

A city or town which has accepted the provisions of this section with respect to a designated enterprise may, in like manner, revoke its acceptance.



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section** PEG ACCESS AND CABLE RELATED FUND  
**53F3/4**

Section 53F3/4. Notwithstanding section 53 or any other general or special law to the contrary, a municipality that accepts this section may establish in the treasury a separate revenue account to be known as the PEG Access and Cable Related Fund, into which may be deposited funds received in connection with a franchise agreement between a cable operator and the municipality. Monies in the fund shall only be appropriated for cable-related purposes consistent with the franchise agreement, including, but not limited to: (i) support of public, educational or governmental access cable television services; (ii) monitor compliance of the cable operator with the franchise agreement; or (iii) prepare for renewal of the franchise license.

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44B** COMMUNITY PRESERVATION**Section 11** GENERAL OBLIGATION BONDS OR NOTES

Section 11. A city or town that accepts sections 3 to 7, inclusive, may issue, from time to time, general obligation bonds or notes in anticipation of revenues to be raised pursuant to section 3, the proceeds of which shall be deposited in the Community Preservation Fund. Bonds or notes so issued may be at such rates of interest as shall be necessary and shall be repaid as soon after such revenues are collected as is expedient. Cities or towns that choose to issue bonds pursuant to this section shall make every effort to limit the administrative costs of issuing such bonds by cooperating among each other using methods including, but not limited to, common issuance of bonds or common retention of bond counsel. Except as otherwise provided in this chapter, bonds or notes issued pursuant to this section shall be subject to the applicable provisions of chapter 44. The maturities of each issue of bonds or notes issued under this chapter may be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as



practicable in the opinion of the officers authorized to issue bonds or notes or, in the alternative, in accordance with a schedule providing for a more rapid amortization of principal.

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44B** COMMUNITY PRESERVATION**Section 12** REAL PROPERTY INTEREST; PERMANENT RESTRICTION;  
MANAGEMENT

Section 12. (a) A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a nonprofit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.

(b) Real property interests acquired under this chapter shall be owned and managed by the city or town, but the legislative body may delegate management of such property to the conservation commission, the historical commission, the board of park commissioners or the housing



authority, or, in the case of interests to acquire sites for future wellhead development by a water district, a water supply district or a fire district. The legislative body may also delegate management of such property to a nonprofit organization created under chapter 180 or chapter 203.

**Part II** REAL AND PERSONAL PROPERTY AND DOMESTIC RELATIONS**Title I** TITLE TO REAL PROPERTY**Chapter 184** GENERAL PROVISIONS RELATIVE TO REAL PROPERTY**Section 31** RESTRICTIONS, DEFINED

Section 31. A conservation restriction means a right, either in perpetuity or for a specified number of years, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land or in any order of taking, appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, farming or forest use, to permit public recreational use, or to forbid or limit any or all (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (b) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (c) removal or destruction of trees, shrubs or other vegetation, (d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (e) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (f) activities detrimental to



drainage, flood control, water conservation, erosion control or soil conservation, or (g) other acts or uses detrimental to such retention of land or water areas.

A preservation restriction means a right, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land or in any order of taking, appropriate to preservation of a structure or site historically significant for its architecture, archeology or associations, to forbid or limit any or all (a) alterations in exterior or interior features of the structure, (b) changes in appearance or condition of the site, (c) uses not historically appropriate, (d) field investigation, as defined in section twenty-six A of chapter nine, without a permit as provided by section twenty-seven C of said chapter, or (e) other acts or uses detrimental to appropriate preservation of the structure or site.

An agricultural preservation restriction means a right, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land appropriate to retaining land or water areas predominately in their agricultural farming or forest use, to forbid or limit any or all (a) construction or placing of buildings except for those used for agricultural purposes or for dwellings used for family living by the land owner, his immediate family or employees; (b) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such a manner as to adversely affect the land's overall future agricultural potential; and (c) other acts or uses detrimental to such retention of the land for agricultural use. Such agricultural preservation restrictions shall be in perpetuity except as released under the provisions of section thirty-two.



All other customary rights and privileges of ownership shall be retained by the owner including the right to privacy and to carry out all regular farming practices.

A watershed preservation restriction means a right, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land appropriate to retaining land predominantly in such condition to protect the water supply or potential water supply of the commonwealth, to forbid or limit any or all (a) construction or placing of buildings; (b) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance except as needed to maintain the land and (c) other acts or uses detrimental to such watershed. Such watershed preservation restrictions shall be in perpetuity except as released under the provisions of section thirty-two. All other customary rights and privileges of ownership shall be retained by the owner, including the right to privacy.

An affordable housing restriction means a right, either in perpetuity or for a specified number of years, whether or not stated in the form of a restriction, easement, covenant or condition in any deed, mortgage, will, agreement, or other instrument executed by or on behalf of the owner of the land appropriate to (a) limiting the use of all or part of the land to occupancy by persons, or families of low or moderate income in either rental housing or other housing or (b) restricting the resale price of all or part of the property in order to assure its affordability by future low and moderate income purchasers or (c) in any way limiting or restricting the use or enjoyment of all or any portion of the land for the purpose of encouraging or assuring creation or retention of rental and other housing for occupancy by low and moderate income persons and families.

Without in any way limiting the scope of the foregoing definition, any



restriction, easement, covenant or condition placed in any deed, mortgage, will, agreement or other instrument pursuant to the requirements of the Rental Housing Development Action Loan program or the Housing Innovations Fund program established pursuant to section three of chapter two hundred and twenty-six of the acts of nineteen hundred and eighty-seven or pursuant to the requirements of any program established by the Massachusetts housing partnership fund board established pursuant to chapter four hundred and five of the acts of nineteen hundred and eighty-five, including without limitation the Homeownership Opportunity Program, or pursuant to the requirements of sections twenty-five to twenty-seven, inclusive, of chapter twenty-three B, or pursuant to the requirements of any regulations or guidelines promulgated pursuant to any of the foregoing, shall be deemed to be an affordable housing restriction within the meaning of this paragraph.

**Part II** REAL AND PERSONAL PROPERTY AND DOMESTIC RELATIONS**Title I** TITLE TO REAL PROPERTY**Chapter 184** GENERAL PROVISIONS RELATIVE TO REAL PROPERTY**Section 32** EFFECT, ENFORCEMENT, ACQUISITION, AND RELEASE OF RESTRICTIONS

Section 32. No conservation restriction, agricultural preservation or watershed preservation restriction as defined in section thirty-one, held by any governmental body or by a charitable corporation or trust whose purposes include conservation of land or water areas or of a particular such area, and no preservation restriction, as defined in said section thirty-one, held by any governmental body or by a charitable corporation or trust whose purposes include preservation of buildings or sites of historical significance or of a particular such building or site, and no affordable housing restriction as defined in said section thirty-one, held by any governmental body or by a charitable corporation or trust whose purposes include creating or retaining or assisting in the creation or retention of affordable rental or other housing for occupancy by persons or families of low or moderate income shall be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land or on account of the benefit being assignable or being assigned to any other governmental body or to any charitable corporation or trust with like purposes, or on account of the governmental body the charitable



corporation or trust having received the right to enforce the restriction by assignment, provided (a) in case of a restriction held by a city or town or a commission, authority or other instrumentality thereof it is approved by the secretary of environmental affairs if a conservation restriction, the commissioner of the metropolitan district commission if a watershed preservation restriction, the commissioner of food and agriculture if an agricultural preservation restriction, the Massachusetts historical commission if a preservation restriction, or the director of housing and community development if an affordable housing restriction, and (b) in case of a restriction held by a charitable corporation or trust it is approved by the mayor, or in cities having a city manager the city manager, and the city council of the city, or selectmen or town meeting of the town, in which the land is situated, and the secretary of environmental affairs if a conservation restriction, the commissioner of the metropolitan district commission if a watershed preservation restriction, the commissioner of food and agriculture if an agricultural preservation restriction, the Massachusetts historical commission if a preservation restriction, or the director of housing and community development if an affordable housing restriction.

Such conservation, preservation, agricultural preservation, watershed preservation and affordable housing restrictions are interests in land and may be acquired by any governmental body or such charitable corporation or trust which has power to acquire interest in the land, in the same manner as it may acquire other interests in land. The restriction may be enforced by injunction or other proceeding, and shall entitle representatives of the holder to enter the land in a reasonable manner and at reasonable times to assure compliance. If the court in any judicial enforcement proceeding, or the decision maker in any arbitration or other



alternative dispute resolution enforcement proceeding, finds there has been a violation of the restriction or of any other restriction described in clause (c) of section 26 then, in addition to any other relief ordered, the petitioner bringing the action or proceeding may be awarded reasonable attorneys' fees and costs incurred in the action proceeding. The restriction may be released, in whole or in part, by the holder for consideration, if any, as the holder may determine, in the same manner as the holder may dispose of land or other interests in land, but only after a public hearing upon reasonable public notice, by the governmental body holding the restriction or if held by a charitable corporation or trust, by the mayor, or in cities having a city manager the city manager, the city council of the city or the selectmen of the town, whose approval shall be required, and in case of a restriction requiring approval by the secretary of environmental affairs, the Massachusetts historical commission, the director of the division of water supply protection of the department of conservation and recreation, the commissioner of food and agriculture, or the director of housing and community development, only with like approval of the release.

No restriction that has been purchased with state funds or which has been granted in consideration of a loan or grant made with state funds shall be released unless it is repurchased by the land owner at its then current fair market value. Funds so received shall revert to the fund sources from which the original purchase, loan, or grant was made, or, lacking such source, shall be made available to acquire similar interests in other land. Agricultural preservation restrictions shall be released by the holder only if the land is no longer deemed suitable for agricultural or horticultural purposes or unless two-thirds of both branches of the general court, by a vote taken by yeas and nays, vote that the restrictions shall be released



for the public good. Watershed preservation restrictions shall be released by the holder only if the land is deemed by the commissioner of the metropolitan district commission and the secretary of environmental affairs to no longer be of any importance to the water supply or potential water supply of the commonwealth or unless two-thirds of both branches of the general court, by a vote taken by yeas and nays, vote that the restrictions shall be released for the public good.

Approvals of restrictions and releases shall be evidenced by certificates of the secretary of environmental affairs or the chairman, clerk or secretary of the Massachusetts historical commission, or the commissioner of food and agriculture, or the director of housing and community development or the city council, or selectmen of the town, as applicable duly recorded or registered.

In determining whether the restriction or its continuance is in the public interest, the governmental body acquiring, releasing or approving shall take into consideration the public interest in such conservation, preservation, watershed preservation, agricultural preservation or affordable housing and any national, state, regional and local program in furtherance thereof, and also any public state, regional or local comprehensive land use or development plan affecting the land, and any known proposal by a governmental body for use of the land.

This section shall not be construed to imply that any restriction, easement, covenant or condition which does not have the benefit of this section shall, on account of any provisions hereof, be unenforceable. Nothing in this section or section thirty-one and section thirty-three shall



diminish the powers granted by any general or special law to acquire by purchase, gift, eminent domain or otherwise to use land for public purposes.

Nothing in this section shall prohibit the department of public utilities or the department of telecommunications and cable from authorizing the taking of easements for the purpose of utility services provided that (a) said department shall require the minimum practicable interference with farming operations with respect to width of easement, pole locations and other pertinent matters, (b) the applicant has received all necessary licenses, permits, approvals and other authorizations from the appropriate state agencies, (c) the applicant shall compensate the owner of the property in the same manner and the same fair market value as if the land were not under restriction.



**Part II** REAL AND PERSONAL PROPERTY AND DOMESTIC RELATIONS**Title I** TITLE TO REAL PROPERTY**Chapter 184** GENERAL PROVISIONS RELATIVE TO REAL PROPERTY**Section 33** PUBLIC RESTRICTION TRACT INDEX

Section 33. Any city or town may file with the register of deeds for the county or district in which it is situated a map or set of maps of the city or town, to be known as the public restriction tract index, on which may be indexed conservation, preservation, agricultural preservation, watershed preservation and affordable housing restrictions and restrictions held by any governmental body. Such indexing shall indicate sufficiently for identification (a) the land subject to the restriction, (b) the name of the holder of the restriction, and (c) the place of record in the public records of the instrument imposing the restriction. Maps used by assessors to identify parcels taxed, and approximate boundaries without distances, shall be sufficient, and, where maps by parcels are not available, addition to other maps of approximate boundaries of restricted land shall be sufficient. If the names of the holders and the instrument references cannot be conveniently shown directly on the maps, they may be indicated by appropriate reference to accompanying lists. Such maps may also indicate similarly, so far as practicable, (a) any order or license issued by a governmental body entitled to be recorded or registered, (b)



the approximate boundaries of any historic or architectural control district established under chapter forty C or any special act, ordinance or by-law where a certificate of appropriateness may be required for exterior changes, (c) any landmark certified by the Massachusetts historical commission pursuant to section twenty-seven of chapter nine, (d) any other land which any governmental body may own in fee, or in which it may hold any other interest, and (e) such additional data as the filing governmental body may deem appropriate.

Whenever any instrument of acquisition of a restriction or order or other appropriate evidence entitled to be indexed in a public restriction tract index is at the option of the holder of the right to enforce it submitted for such indexing, the register shall make, or require the holder of the right to enforce the restriction or order or interest to make, appropriate additions to the tract index.

The maps shall be in such form that they can be readily added to, changed, and reproduced, and shall be a public record, appropriately available for public inspection. If any governmental body, other than a city or town in which the land affected lies, holds a right to enforce a restriction or order or an interest entitled to be indexed in a public restriction tract index for any city or town which has not filed such an index, or if the secretary of environmental affairs or the Massachusetts historical commission or the commissioner of food and agriculture or the director of housing and community development approves a conservation or preservation restriction or agricultural or watershed preservation restriction or affordable housing restriction held by a charitable corporation or trust so entitled, and the city or town does not within one



year after written request to the mayor or selectmen file a sufficient map or set of maps for the purpose, the holding governmental body or approving secretary, director or commission may do so.

The registers of deeds, or a majority of them, may from time to time make and amend rules and regulations for administration of public restriction tract indexes, and the provisions of section thirteen A of chapter thirty-six shall not apply thereto. No such rule, regulation or any amendment thereof shall take effect until after it has been approved by the attorney general. New tract indexes may be filed, from time to time, upon compliance with such rules and regulations as may be necessary to assure against omission of prior additions and references still effective.

## TOWN MEETING RULES of ORDER

Page Reference	Rank	Table of Basic Points of Motions	Seconded Required	Debateable	Amendable	Vote Required	May Reconsider	May Interrupt
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### PRIVILEGED MOTIONS

131	1	Dissolve or adjourn sine die	Yes	No	No	Maj.	No	No
128	2	Adjourn to a fixed time or recess	Yes	Yes	Yes	Maj.	No	No
127	3	Point of no Quorum	No	No	No	None	No	No
125	4	Fix the time to (or at) which to adjourn	Yes	Yes	Yes	Maj.	Yes	No
123	5	Question of privilege	No	No	No	None	No	Yes

### SUBSIDIARY MOTIONS

104	6	Lay on the table	Yes	No	No	2/3	Yes	No
102	7	The previous question	Yes	No	No	2/3	No	No
101	8	Limit or extend debate	Yes	No	No	2/3	Yes	No
99	9	Postpone to a time certain	Yes	Yes	Yes	Maj.	Yes	No
96	10	Commit or refer	Yes	Yes	Yes	Maj.	Yes	No
93	11	Amend (or substitute)	Yes	Yes	Yes	Maj.	Yes	No
91	12	Postpone indefinitely	Yes	Yes	No	Maj.	Yes	No

### INCIDENTAL MOTIONS

109	Same rank as motion out of which they arise	Point of order	No	No	No	None	No	Yes
110		Appeal	Yes	Yes	No	Maj	Yes	No
113		Decision of a question	Yes	Yes	Yes	Maj	No	No
114		Separate consideration	Yes	Yes	Yes	Maj	No	No
115		Fix the method of voting	Yes	Yes	Yes	Maj	Yes	No
116		Nominations to committees	No	No	No	Plur	No	No
118		Withdraw or modify a motion	No	No	No	Maj	No	No
120		Suspension of rules	Yes	No	No	2/3 †	No	No

### MAIN MOTIONS

66	None	Main motion	Yes	Yes	Yes	Var.	Yes	No
77	•	Reconsider or rescind	Yes	•	No	Maj	No	No
105	None	Take from the table	Yes	No	No	Maj	No	No
52	None	Advance an article	Yes	Yes	Yes	Maj	Yes	No

- Same rank and debatable to same extent as motion being reconsidered
- † Unanimous if rule protects minorities; out of order if rule protects absentees



# **RULES and REGULATIONS**

## **for the Governing of Town Meetings**

As practiced and previously adopted by the Town of Stoughton

ART. 1. The Moderator shall preserve order and decorum, decide all questions of order and make public declarations of all votes passed; but if a vote so declared by him shall immediately upon such declaration be questioned by seven or more voters present he shall make the vote certain by counting or dividing the house.

ART. 2. Every motion shall be reduced to writing if the Moderator shall so direct, and no motion shall be received until the person offering it shall have risen in his place [or has indicated by a raised hand] and obtained leave of the Moderator.

*If any motion is offered which is to change more than ten words of a main motion, or is more than ten words in length as an amendment or substitute motion, it is recommended that the maker of the motion see that all town meeting members, including Moderator, Town Clerk and Finance Committee chair receive identical written, typed or electrographically produced copies of that motion.*

*No motion, or amendment, can be considered "in order" if it expands upon the scope of the original as printed in the warrant.*

ART. 3. A motion once made and seconded shall not be withdrawn without consent of the meeting, nor shall an amendment entirely opposed to the motion as originally proposed be received.

ART. 4. After a vote has been finally declared, any person who voted in the majority may move for reconsideration. *A motion to reconsider will not be recognized by the Moderator if there has not been a reasonable length of time between the action being reconsidered and the time the motion is made, unless there has been a question of procedure about the vote having just been taken.*

ART. 5. No final action shall be taken on any article inserted in a warrant at the request of a petitioner, until the petitioners for the same shall have had an opportunity to be heard on the subject therein contained. *An elected town meeting member who represents a petitioner of record shall provide a written statement from the petitioner if the action to be taken is to dismiss an article.*

ART. 6. No person shall speak on any question more than ten minutes and not more than twice without obtaining leave of the meeting.

ART. 7. A motion to "move the previous question" shall not cut off pending amendments.

These original Rules and Regulations were adopted about 1910. The italics indicate practices and procedures that have been implemented and accepted by custom rather than by a formal vote, or have been instituted by the Moderator.