

# Town of Stoughton

November 18, 2024

Special Town Meeting Warrant  
And Report of the Committee on  
Finance & Taxation



Town Meeting Representatives

Bring This Report to Town Meeting

Includes Standing Committee Reports

# 2024 Special Town Meeting Session Calendar

All 2024 Special Town Meeting sessions will be held in person in the Stoughton High School Auditorium located at 232 Pearl Street

**Sign-in starts at 6:30 p.m. ~ Opening Gavel 7:00 p.m.**

Open Meeting Law prohibit Town Boards meeting while Town Meeting is in session.

FACE MASKS ARE OPTIONAL

<b>November</b>				
Monday	Tuesday	Wednesday	Thursday	Friday
<b>18</b> STM 1 <sup>ST</sup> Session		<b>20</b> STM 2 <sup>ND</sup> Session		

October 18, 2023

Greetings Town Meeting Members,

Thank You for taking part in Special Town Meeting during this busy time of year when the sun sets earlier and the leaves have started to fall after turning to shades of red, yellow, and orange. The Articles along with the Proposed Motions and the Standing Committee recommendations will be found in the front of the Warrant Book while the backing information for the Articles will be found in the back of the Book. The Table of Contents are an easy way to quickly find the Article information.

I strongly urge Town Meeting Representatives to consider the Finance Committee recommendations on the Articles as presented in this Special Town Meeting Warrant. The Committee put much thought, time, and consideration into these recommendations.

Thank You to the Town Meeting Members that devote their time and energy to the Town Meeting process. Additional Thanks to the Town Meeting Representatives that took the time to send emails or attend the Finance Committee Public Hearings on the Articles contained in this Special Town Meeting Warrant. Thanks to Town Finance Director Elizabeth Zaleski for budget knowledge and assistance and to Marc Tisdelle and Selectboard Chair Steve Cavey for help with information collection for this Warrant.

I would like to extend a greatly deserved THANK YOU to the members of the Finance Committee who spend many hours and late nights working for Town Meeting and toward a better Stoughton: Carolyn Campbell, Chet Collins, Finance Committee Secretary Dianne Dolan, Arnie Feinberg, Elliot Hansen, Lisa Lyons, Finance Committee Vice-Chairman David Lurie, Lauren Morris, Linda Rinaldi, Johna Rosenblatt, Joe Soares (RIP), Mark Struck, Heidi Tucker, John Walsh, Joel Wolk, and Finance Committee Recording Secretary Delores Staton. Also, an extra special THANK YOU to John Anzivino for all of his help with this Special Town Meeting Warrant Book. I sincerely hope that Town Meeting appreciates the work that these people do for the residents of Stoughton.

Sincerely,



Vaughan Enokian, Chairman  
Committee on Finance & Taxation  
[venokian@stoughton-ma.gov](mailto:venokian@stoughton-ma.gov)

## TOWN MODERATOR

Dear Town Meeting Representative,

Welcome to Our Town of Stoughton's Special Town Meeting, 2024.

I thank you all for taking the time to participate in the Town Meeting process.

Officially, on Monday, November 18, 2024 at 7:00PM the Town of Stoughton will hold a Special Town Meeting in person at the Stoughton High School Auditorium.

Prior to the actual night of the Special Town Meeting, I urge every Town Meeting Representative to please continue checking the Town of Stoughton's website at *stoughton.org* and look for the Town Meeting page on the top of your screen. Click and once on the Town Meeting page, click on the *Special Town Meeting 2024* on the left side bar. Once you are on the *Special Town Meeting 2024 page*, look for updates, motions and any additional items and documentation for this year's November Special Town Meeting.

On the first night of the Special Town meeting on Monday, November 18, 2024 upon arrival, Town Meeting Representatives please check in with your respective Precinct Chairs who will mark you present and provide you with your assigned electronic voting device. Your Precinct Chair will inform you if there is any additional documentation that you may need. Once you have completed the checking in process, please feel free to sit anywhere in the approved seating sections. Face masks are optional.

Please take the time to check and ensure that your Precinct Chair and the Town Clerk's Office has your most up to date email address and phone number.

Presenters for each Article will be limited to 10 minutes per Article. The Technical Question Period will begin once the Presentation has concluded. A limit of two questions per Town Meeting Representative per Article. Pro/Con Remarks and speeches will be limited to 3 minutes. Please remain on topic, relevant, brief and focused. Due to time constraints and the number of Articles, the Moderator reserves the right to amend or change any of these time limits.

I would like to thank all of the town employees and town meeting representatives who participated in the Public Hearing process. Again, I also want to thank all of you for your participation in Town Meeting. I will see you Monday evening, November 18 and I would like to begin the meeting promptly at 7:00PM.

Respectfully,

Bob Mullen, Town Moderator

# Special Town Meeting

## Warrant

## SELECT BOARD - 2024 Special Town Meeting Warrant Summary Chart

<b>Draft Article #</b>	<b>Article</b>	<b>Responsible Department</b>	<b>Amount</b>	<b>Recommended Funding Source</b>
1	Sunset By-Law Amendment	Accounting	\$ -	N/A
2	FY25 Supplemental Budget	Accounting	\$ 379,402	Budget
3	Unpaid Bills	Accounting	\$ 756.86	CY Departmental Budget
4	Combine Water & Sewer Enterprise Accounts	Town Manager	\$ -	N/A
5	Page Street Discontinuance Easements	Engineering	\$ -	N/A
6	National Grid Easement located on Town Owned Parcel (Map 61, Lot 59)	Engineering	\$ -	N/A
7	Roadway Paving	Public Works	\$ 2,066,036	Borrowing
8	Adopt MGL Chapter 44, S 28C (f) - Tax and Excise Collections	Treasurer	\$ -	N/A
9	Adopt Provisions of Chapter 653 S40 of the Acts of 1989 - Assessment of New Construction	Assessing	\$ -	N/A
10	Construction of Halloran Multi-Sport Arena Supplemental Funding	Recreation/ CPC	\$ 164,400	CPA
11	Recreational Conservation Restriction for Glen Echo Recreation Area	CPC	\$ 30,000	CPA
12	FAA Lease Agreement	Engineering	\$ -	N/A
13	School Capital Projects	School Department	\$ 40,000	Prior Article Appropriations
	A Telephone System Replacements at various schools		\$ 125,000	Prior Article Appropriations
	B Complete HVAC Services (electrical work)		\$ 82,810	Prior Article Appropriations
	C Grades K-5 Charging Carts for School Chromebooks		\$ 120,750	Prior Article Appropriations
	D Capital Needs Assessment			
14	Prior Appropriations: Closeouts Under Article 70 of ATM 2023	Accounting	\$ -	N/A
15	South Elementary School Project - Petitioned Article	Petition	\$ -	N/A
		<i>Totals</i>	\$ 3,009,155	

***Grid for 10/02/2024 Rules Committee Meeting.***  
***Articles listed below are for the 2024 Fall Special Town Meeting.***

ARTICLE	FIN COM	IGR	MUNI OPS	MUNI REGS
Article 1 — Sunset By-Law Amendment	X			X
Article 2 — FY25 Supplemental Budget	X			
Article 3 — Unpaid Bills	X			
Article 4 — Combine Water & Sewer Enterprise Accounts	X	X	X	
Article 5 — Page Street Discontinuance Easements			X	
Article 6 - National Grid Easement located on Town Owned Parcel (Map 61, Lot 59)		X		
Article 7 — Roadway Paving	X		X	
Article 8 — Adopt MGL Chapter 44, S. 28C (f) — Tax and Excise Collections	X			X
Article 9 — Adopt Provisions of Chapter 653 S40 of the Acts of 1989 — Assessment of New Construction	X			X
Article 10 — Construction of Halloran Multi-Sport Arena Supplemental Funding	X		X	
Article 11- Recreational Conservation Restriction for Glen Echo Recreation Area	X		X	X
Article 12 — FAA Lease Agreement	X	X		
Article 13 — School Capital Projects <i>A—Telephone System Replacements at various schools</i> <i>B—Complete HVAC Services (Electrical Work)</i> <i>C—Grades K-5 Charging Carts for School Chromebooks</i> <i>D—Capital Needs Assessment</i>	X			
Article 14 — Prior Appropriations: Closeouts Under Article 70 of ATM 2023 (Sunset)	X			
Article 15- South Elementary School Project — PETITIONED ARTICLE	X		X	

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### References

188	Town Meeting Rules of Order
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## **Article Backup Material**

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COMMONWEALTH OF MASSACHUSETTS  
TOWN OF STOUGHTON

WARRANT FOR SPECIAL TOWN MEETING

Norfolk, ss:

To either of the Constables of the Town of Stoughton:

**GREETINGS:**

By Virtue of this Warrant, I, Michael Beaudette on October 17, 2024 notified and warned the inhabitants of the Town of Stoughton, qualified to vote on Town affairs, to meet at the place and at the time specified by posting attested copies of this Special Town Meeting Warrant in the following public places within the Town of Stoughton:

Precinct 1	Stop & Shop	278 Washington Street
Precinct 2	Stoughton Public Library	84 Park Street
Precinct 3	Bob's Foodmart	289 Park Street
Precinct 4	Andy's Market	330 Plain Street
Precinct 5	Tomas Variety Store	257 School Street
Precinct 6	Stoughton Quick Stop	2139 Central Street
Precinct 7	Page's Grocery & Liquors	458 Pearl Street
Precinct 8	Town Hall	10 Pearl Street
Precinct 8	Police Station	26 Rose Street

The date of posting being not less than fourteen (14) days prior to November 18, 2024, the date set for the Special Town Meeting.

Michael E. Beaudette  
Constable, Stoughton, MA



**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF STOUGHTON  
SPECIAL TOWN MEETING WARRANT**

**NORFOLK, SS**

To any constable in the Town of Stoughton:

Greetings: In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Stoughton, qualified to vote on Town affairs, to meet at:

**STOUGHTON HIGH SCHOOL AUDITORIUM  
232 PEARL STREET, STOUGHTON**

**ON MONDAY THE EIGHTEENTH DAY of NOVEMBER 2024**

**at seven o'clock in the evening**, at which time and place the following articles are to be acted upon and determined exclusively by the Town Meeting Members in accordance with the provisions of the Town of Stoughton Charter.

**Article 1 - Sunset By-law Amendment**

To see if the Town will vote to delete and annul the Sunset Bylaw adopted as Article 70 at the 2023 Annual Town Meeting and to replace it with the below Sunset Bylaw, or take any other action relative thereto;

**Chapter 43 Sunset of Appropriations and Borrowing**

§ 43-1. Purpose and Intent

It is the purpose and intent of this bylaw, the "Sunset Bylaw," to provide for certain special purpose appropriations be administratively closed out unless specifically extended by town meeting, extended by the Select Board, or exempted.

§ 43-2. Effective Date, Applicability and Prior Inconsistent Bylaws

This bylaw shall only apply to appropriations and borrowing approved after May 1, 2025. This bylaw shall replace and supersede any prior and/or inconsistent bylaw and, to the extent a prior or inconsistent bylaw impacted any appropriation and/or borrowing prior to the effective date of this bylaw, such prior or inconsistent bylaw shall be null and void as applied to such appropriation and/or borrowing and this bylaw shall control.

§ 43-3. Appropriations and Borrowing \$250,000 or Less

Any Article approved that has \$250,000 (Two Hundred and Fifty Thousand Dollars) funding or LESS will have a “sunset” of approval of three years starting on the first day of the fiscal year following the date the article was approved unless stipulated as part of the article. Approved fund spending must be initiated prior to the end of the third fiscal year of approval. Spending must be completed prior to the ending of the fourth fiscal year. A one-year extension may be granted by the Select Board to complete an approved article. Otherwise, the article funding will be rescinded, then must be resubmitted to Town Meeting for reconsideration or continued approval. Unspent and unencumbered appropriations from any restricted funding source may only revert to that same restricted funding source, or as required by statute.

§ 43-4. Appropriations and Borrowing More Than \$250,000

All Articles approved for MORE than \$250,000 (Two Hundred and Fifty Thousand Dollars) will have a “sunset” of approval of four years starting on the first day of the fiscal year following the date the article was approved unless stipulated as part of the article. Approved spending funds must be initiated prior to the end of the fourth year of approval and spending must be completed prior to the ending of the sixth year. An extension as needed may be granted by the Select Board. Otherwise, the article funding will be rescinded, then must be resubmitted to Town Meeting for reconsideration or continued approval. Unspent and unencumbered appropriations from any restricted funding source may only revert to that same restricted funding source, or as required by statute.

§ 43-5. Exceptions

All funding for articles not spent past “sunset” that have not been extended will no longer be available unless resubmitted for Town Meeting approval.

Any State and/or Federal Grants will be exempt from this “sunset” requirement.

Any labor negotiation agreement will be excluded from this provision.

Community Preservation Act funding will be excluded from this provision.

§ 43-6. Regulations

The Select Board shall promulgate rules and regulations to effectuate the purposes of this chapter. Failure by the Select Board to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate this chapter.

§ 43-7. Consistency with Federal and State Law

The provisions of this bylaw are intended to be interpreted, and should be construed, to harmonize to the fullest extent possible with Federal and State law to effectuate the purpose and intent of this bylaw as set forth herein, however, to the extent this bylaw conflicts with any requirement of Federal or State law, such Federal or State law shall control.

Nothing herein shall alter the Town's authority under G.L c. 44, § 20 to apply any balance not in excess of \$50,000 for the payment of indebtedness and/or to apply any premium and accrued interest received on account of an issue of bonds, less the cost of preparing, issuing and marketing the bonds, not in excess of \$50,000 for the payment of indebtedness.

§ 43-8.        Severability

The invalidity of any section or provision of this Bylaw shall not invalidate any other section or provision.

Inserted by:                    Select Board  
Date:                            September 30, 2024  
Estimated Cost:                None

**PROPOSED MOTION:** That the Town vote to approve Article 1 and amend the Town's General Bylaws as printed in the warrant; and further that the Town Clerk be authorized to make clerical, editorial or other adjustments to effectuate the purposes hereof.

**FINANCE COMMITTEE:** Voted 9-4-1 to Accept and Recommend to Town Meeting Article 1 as written in the Warrant.

**MUNICIPAL REGULATIONS:** Voted 9-0 to recommend Article 1 to Town Meeting for Approval.

## Article 2 - FY25 Supplemental Budget

To see if the Town will vote the supplemental budget for FY2025 as shown in Detail "A" below; or take any other action thereto;

### DETAIL "A"

ORC	OBJECT	PAGE	DEPT	ACCOUNT DESCRIPTION	GENERAL FUND TOWN		FY 2025		FY 2025	
							SELECT BOARD	FINANCE COMMITTEE	STAFF LINE 2024	
				TOTAL SHARED EXPENSES (TOWN AND SCHOOL)						
		53	911	RETIREMENT			\$ 8,055,360	\$ 8,055,360	\$ 379,402	
				SUBTOTAL SHARED EXPENSES	\$ 5	32,978,329	\$ 32,978,329	\$ 379,402		
				GRAND TOTAL GENERAL FUND	\$ 130,081,486	\$ 130,081,496	\$ 379,402			
				TOTAL GENERAL FUND LESS SCHOOL-BALANCE TO MUNIS						
				TOWN MANAGER SALARIES						
0112301	511187	7		INTERNAL AUDITOR			\$ 104,500	\$ 104,500	\$ (38,484)	
0112301	519002	1		OTHER - COMMUNICATIONS COORDINATOR			\$ 65,000	\$ 65,000	\$ (18,926)	
				SUBTOTAL	\$ 574,674	\$ 574,674	\$ 107,420			
				TOWN MANAGER EXPENSES						
				SUBTOTAL	\$ 91,994	\$ 91,994	\$ -			
				TOWN MANAGER-TOTALS	\$ 667,168	\$ 667,168	\$ (107,420)			
				NOTES:						
				TOWN ACCOUNTANT-DEPT 135						
				TOWN ACCOUNTANT SALARIES						
0113501	511052	1		ASSISTANT TOWN ACCOUNTANT			\$ 87,455	\$ 87,455	\$ 17,795	
113501	511165			STAFF ACCOUNTANT						
				SUBTOTAL	\$ 316,166	\$ 316,166	\$ 85,000			
				TOWN ACCOUNTANT EXPENSES						
				SUBTOTAL	\$ 51,577	\$ 51,577	\$ 4,625			
0113502	530022			ANNUAL AUDIT FEE						
				SUBTOTAL	\$ -	\$ -	\$ 107,420			
				TOWN ACCOUNTANT-TOTAL	\$ 377,842	\$ 377,842	\$ 4,625			
				RETIREMENT CONTRIBUTION-DEPT 911						
				TOWN WIDE RETIREMENT & CONTRIB						
				CONTRIBUTORY PENSION SYST						
0191101	517004			TOWN WIDE RETIREMENT & CONTRIB						
				NOTES:						

Inserted by: Select Board  
 Date: September 30, 2024  
 Estimated Cost: \$379,402

**PROPOSED MOTION:** That the Town vote to appropriate \$379,402 (Three Hundred Seventy-Nine Thousand Four Hundred and Two Dollars) to supplement the FY2025 operating budget and to meeting this appropriation that such funds be transferred from the Final Cherry Sheet that was approved by the Conference Committee is August of 2024 of which the net increase in State Aid of \$262,916 and Local Receipts of \$116,486.

TOWN OF STOUGHTON FY2025 SPECIAL TOWN MEETING BUDGET SUMMARY INFORMATIONAL PURPOSES ONLY							
Revenue	Per Budget FY2024	Estimated FY2025	Final Revenue Estimates STM (11/12/2024 FY2025)	Available for Appropriation	Expenditures	FINANCE COMMITTEE FY2025	Total Town Meeting FY2025
<b>General Fund</b>							
<b>Property Taxes</b>					<b>Operating Budget</b>		
Land/Link	\$6,371,746.00	\$6,222,832.58			Shared Expenses	\$2,478,326.79	\$2,478,326.79
New Growth	\$70,047.60	\$60,000.00			General/Government	\$,549,374.00	\$,549,374.00
Sub-Trial Property Tax	<b>\$9,241,761.88</b>	<b>\$8,022,632.58</b>			Police/Safety	\$1,900,573.00	\$1,900,573.00
Debt Exclusion					Public Works	\$,271,476.00	\$,271,476.00
High School	4,626,190.00	4,620,190.00			Human Services	\$,174,525.00	\$,174,525.00
Fire Station	\$72,300.00	\$72,500.00			Edward S. Glavin	2,317,335.00	2,317,335.00
Facility Capacity					Education-Secondary Public	\$2,988,420.00	\$2,988,420.00
Sub-Trial Debt Exclusion	<b>\$2,92,650.00</b>	<b>\$2,26,500.00</b>			Elementary Schools	1,607,625.00	1,607,625.00
<b>Total Property Taxes</b>	<b>\$4,534,471.88</b>	<b>\$7,315,482.58</b>					
<b>State Aid</b>							
Cherry Sheet	\$1,111,476.00	\$1,075,370.00	\$1,086,942.00				
Local Office	(3,329,842.00)	(5,905,247.00)	(3,087,974.00)				
<b>Total State Aid</b>	<b>2,578,131.00</b>	<b>27,770,052.00</b>	<b>28,032,968.00</b>	<b>262,016</b>			
<b>Local Estimated Receipts</b>							
Local Receipts	\$1,414,540.00	\$1,321,236.00	\$1,320,362.00				
<b>Total Local Est. Receipts</b>	<b>\$1,414,543.00</b>	<b>\$1,321,236.00</b>	<b>\$1,320,362.00</b>	<b>116,486</b>			
					<b>Operating Budget Total</b>	<b>\$1,081,496</b>	<b>\$1,081,496</b>
<b>Other Sources of Revenue</b>							
Transfer from Free Cash	2,500,000.00	\$,650,000.00			To be used on the Budget		
Transferred from Overlay Supplies		618,734.21			Surplus & Inc. Deficit	413,788	413,788
Transfer from Tax V Receipts	\$1,594.00	\$1,594.00			Overlay	82,1638	82,1638
Indirect Costs-City Hall	\$4,314.00	\$5,185.00			Other Expenditures Total	1,255,426	1,255,426
Indirect Costs-Public Health	256,066.00	266,407.00					
Indirect Costs-Clerk's	525,545.00	530,000.00					
Indirect Costs-Water	446,970.00	450,000.00					
<b>Total Other Revenue</b>	<b>4,089,488.00</b>	<b>4,042,976.20</b>					
					<b>Total General Fund</b>		
<b>Total GF Sources of Revenue:</b>	<b>(25,820,102.88)</b>	<b>\$1,341,396.78</b>	<b>41,362,310.00</b>	<b>379,402.00</b>	<b>Expenditures:</b>	<b>\$1,336,912.00</b>	<b>\$1,336,912.00</b>
					<b>Surplus/Deficit:</b>	<b>4,474.78</b>	<b>-4,464.78</b>
<b>EXCESS CAPACITY AS REPORTED \$</b>	<b>(37,308.46)</b>						

**FINANCE COMMITTEE:** Voted 12-1-1 to Accept and Recommend to Town Meeting Article 2 as written in the Warrant.

### **Article 3 – Unpaid Bills**

To see if the Town will vote to raise and appropriate or transfer from available funds in the Treasury, if any, a sufficient sum of money to pay any unpaid bills from prior fiscal years in excess of departmental appropriations; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Costs: \$756.86

**PROPOSED MOTION:** That the Town vote to appropriate the amount of \$756.86 and authorize the payment of unpaid bills from a prior fiscal year in the amount of \$756.86 to Verizon for various bills related to data transmission lines from the current year DPW Budget.

**FINANCE COMMITTEE:** Voted 14-0-0 to Accept and Recommend to Town Meeting Article 3 as written in the Warrant.

### **Article 4 - Combine Water and Sewer Enterprise Accounts**

To see if the Town will vote revoke the provisions of Chapter 44, § 53F½ of the Massachusetts General Laws, ceasing Water Department fund as an enterprise fund effective fiscal year 2026 and ceasing the Sewer Department fund as an enterprise fund effective fiscal year 2026; and vote to accept the provisions of Chapter 44, § 53F½ of the Massachusetts General Laws establishing the Water and Sewer Fund as a single Water and Sewer Enterprise Fund effective fiscal year 2026 and to establish such accounts that may be necessary for the receipt and expenditure of such funds; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: None

**PROPOSED MOTION:** That the Town vote to approve Article 4 as printed in the warrant.

**FINANCE COMMITTEE:** Voted 14-0-0 to take no action on Article 4, informed this Article would be withdrawn.

**INTERGOVERNMENTAL RELATIONS:** No vote received.

**MUNICIPAL OPERATIONS:** No vote received.

## **Article 5 - Page Street Discontinuance Easements**

To see if the Town will vote to authorize the Select Board to accept easements as described below from of IV3 Stoughton Logistics Park, LLC, and Stephen O'Duggan, Trustee of the 126 Olde Page Street Realty Trust, which are or were portions of the county layout of Page Street as discontinued by the Norfolk County Commissioners, by vote as of September 18, 2024, 2024; all as shown on a plan on file and available at the Town Clerk's office, entitled "Plan Showing the Reservation of Access/Egress and Utility Easement and Apportionment of a Discontinued Portion of the October 22, 1872 Layout of Page Street in Stoughton, MA" prepared by Langan Engineering and Environmental Services, Inc.

(1) four portions of the property subject to the October 22, 1872 county layout of Page Street as discontinued by the Norfolk County Commissioners, of which: the first constitutes approximately 11,522 square feet, bounded on the north by the 1956 town layout of Page Street, on the east by the centerline of the October 22, 1872 county layout of Page Street and, on the farther east, by that town layout, the property located at 0 Page Street (Map 094, Lot 048), and the property located at 127 Page Street (Map 094, Lot 047), on the south by a line extending from the southeast corner of the property located at 0 Page Street (Map 094, Lot 061) to the centerline of that county layout, and on the west by the property located at 162 Page Street (Map 094, Lot 050), the eastern limit of the subdivision road definitively approved by the Stoughton Planning Board on October 26, 2023 (Sub 23-002), and the property located at 0 Page Street (Map 094, Lot 061), intending to describe the parcel shown as "Parcel B" on a Plan entitled "Plan Showing the Reservation of Access/Egress and Utility Easement and Apportionment of a Discontinued Portion of the October 22, 1872 Layout of Page Street in Stoughton, MA" prepared by Langan Engineering and Environmental Services, Inc. (the "Plan"); the second constitutes approximately 4,615 square feet, bounded on the north by a line extending from the northwest corner of the property located at 0 Page Street (Map 094, Lot 048) to the centerline of the October 22, 1872 county layout of Page Street, on the east by the property located at 0 Page Street (Map 094, Lot 048), on the south by a line extending from the southwest corner of the property located at 0 Page Street (Map 094, Lot 048) to the centerline of that county layout, and on the west by the centerline of that county layout and, on the farther west, by the property located at 0 Page Street (Map 094, Lot 061), intending to describe the parcel shown as "Parcel C" on the Plan; the third constitutes approximately 5,373 square feet, bounded on the north by a line extending from the northwest corner of the property located at 127 Page Street (Map 094, Lot 047) to the centerline of the October 22, 1872 county layout of Page Street, on the east by the property located at 127 Page Street (Map 094, Lot 047), on the south by the town layout of Old Page Street, and on the west by the centerline of that county layout and, on the farther west, by the property located at 0 Page Street (Map 094, Lot 061) and the property located at 0 Page Street (Map 094, Lot 049), intending to describe the parcel shown as "Parcel D" on the Plan; and the fourth constitutes approximately 5,381 square feet, bounded on the north by a line extending from the northeast corner of the property located at 0 Page Street (Map 094, Lot 049) to the centerline of the October 22, 1872 county layout of Page Street, on the east by the centerline of that county layout and, on the farther east, by the property located at 127 Page Street (Map 094, Lot 047), on the south by the town layout of Old Page Street, and on the west by the property located at 0 Page Street (Map 094, Lot 049), intending to describe the parcel shown as "Parcel E" on the Plan; for the purpose of the Town to install, use, repair, maintain, and

replace any utilities under, on, or over said four portions of the property subject to the October 22, 1872 county layout of Page Street as discontinued by the Norfolk County Commissioners;

(2) a portion of the subdivision road definitively approved by the Stoughton Planning Board on October 26, 2023 (Sub 23-002), constituting approximately 17,925 square feet, bounded on the north by the property located at 162 Page Street (Map 094, Lot 050), on the east by a portion of the property subject to the October 22, 1872 county layout of Page Street and to be dedicated after discontinuance as a town way, on the south by the property located at 0 Page Street (Map 094, Lot 061), and on the west by the town layout of Old Page Street, for the purpose of the Town to install, use, repair, maintain, and replace any utilities under, on, or over said portion of the property subject to the October 22, 1872 county layout of Page Street as discontinued by the Norfolk County Commissioners herein described;

And further to see if the Town will vote to accept the discontinuance by the Norfolk County Commissioners, by vote as of September 18, 2024, of that approximately 6,751 square foot portion of the property subject to the October 22, 1872 county layout of Page Street and to authorize and direct the Select Board to dedicate that portion as a town way, to wit:

(3) a portion of the property subject to the October 22, 1872 county layout of Page Street as discontinued by the Norfolk County Commissioners, by vote as of September 18, 2024, constituting approximately 6,751 square feet, bounded on the north and east by the 1956 town layout of Page Street, on the south by a line extending from the northwest corner of the property located at 0 Page Street (Map 094, Lot 048) to the centerline of that county layout, and on the west by the centerline of that county layout and, to the farther west, by the property located at 162 Page Street (Map 094, Lot 050), the eastern limit of the subdivision road definitively approved by the Stoughton Planning Board on October 26, 2023 (Sub 23-002), and the property located at 0 Page Street (Map 094, Lot 061) intending to describe the parcel shown as "Parcel A" on the Plan;

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Costs: None

**PROPOSED MOTION:** That the Town vote to accept, and to authorize and direct the Select Board to execute and deliver, the easements described as printed in Article 5 in paragraphs 1, 2, and 3 each from IV3 Stoughton Logistics Park, LLC and/or from Stephen O'Duggan, Trustee of the 126 Olde Page Realty Trust; and further to accept the discontinuance by the Norfolk County Commissioners of that approximately 6,751 square foot portion of the property subject to the October 22, 1872 county layout of Page Street and to authorize and direct the Select Board to dedicate that portion as a town way as described and printed in Article 5 in paragraph 3;

**MUNICIPAL OPERATIONS:** Voted 5-0 to recommend Article 5 to Town Meeting for approval.

## **Article 6 - National Grid Easement located on Town Owned Parcel - Map 61, Lot 59**

To see if the Town will vote to authorize the Select Board to grant an easement from National Grid, its successors and assigns, to allow for the construction and maintenance of utilities, and for continued access to carry out said purposes, to a portion of the property known as 1 Atkinson Ave. Ext., as shown on the preliminary easement sketch prepared by National Grid a copy of which is on file in the office of the Town Clerk; and, further, to authorize the Select Board and other applicable Town of Stoughton boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article, or take any other action related thereto;

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: None

**PROPOSED MOTION:** That the Town vote to approve Article 6 as printed in the warrant.

**INTERGOVERNMENTAL RELATIONS:** Voted 5-0 to recommend Article 6 to Town Meeting for approval.

## **Article 7 - Roadway Paving**

To see if the Town will vote to raise, appropriate, transfer from available funds in the Treasury, if any, or borrow a sufficient sum of money to fund Roadway Resurfacing; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: \$2,066,036

**PROPOSED MOTION:** That the Town vote to appropriate \$2,066,036 (Two Million Sixty-Six Thousand Thirty Six Dollars) to resurface and repair several roadways including utility upgrades and as applicable, professional engineering, architectural services, design, site preparation, demolition, installation, and all other incidental and related costs, and, to meet this appropriation, that the Town authorize the Treasurer, with the approval of the Select Board, to borrow \$2,066,036 (Two Million Sixty-Six Thousand and Thirty Six Dollars) and to issue bonds or notes therefor pursuant to Chapter 44 of the General Laws or any other enabling authority.

**FINANCE COMMITTEE:** Voted 14-0-0 to Accept and Recommend to Town Meeting Article 7 as written in the Warrant.

**MUNICIPAL OPERATIONS:** Voted 5-0 to recommend Article 7 to Town Meeting for approval.

## **Article 8 - Adopt MGL Chapter 44, S. 28C (f) - Tax and Excise Collections**

To see if the Town will vote to adopt the provisions of G.L. c. 40, §§ 42A-42F and G.L. c. 83, §§ 16A-16F of the Massachusetts General Laws which, in accordance with G.L. c. 44, § 28C(f), authorizes the Town to fix, revise, charge and collect such fees and other charges related to the collection or disposal of solid waste in the same manner as water and sewer services; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Costs: None

**PROPOSED MOTION:** That the Town vote to accept the provisions of G.L. c. 40, §§ 42A-42F and G.L. c. 83, §§ 16A-16F as printed in the warrant.

**FINANCE COMMITTEE:** Voted 14-0-0 to Accept and Recommend to Town Meeting Article 8 as written in the Warrant.

**MUNICIPAL REGULATIONS:** Voted 9-0 to recommend Article 8 to Town Meeting for approval.

## **Article 9 – Adopt Provisions of Chapter 653 § 40 of the Acts of 1989 - Assessment of New Construction**

To see if the Town will vote to adopt the provisions of Chapter 653 § 40 of the Acts of 1989; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Costs: None

**PROPOSED MOTION:** That the Town vote to accept the provisions of Chapter 653 § 40 of the Acts of 1989 as printed in the warrant.

**FINANCE COMMITTEE:** Voted 6-8-0 to Accept and Recommend to Town Meeting Article 9 as written in the Warrant. **MOTION FAILED**

**MUNICIPAL REGULATIONS:** Voted 9-0 to recommend Article 9 to Town Meeting for approval.

## **Article 10 – Construction of Halloran Multi-Sport Arena Supplemental Funding**

To see if the Town will raise and appropriate, transfer from available funds in the Treasury, borrow, or fund, pursuant to GL c. 44B, the Community Preservation Act, a sum of money to supplement the \$300,000 granted under Article 25 of the 2022 Annual Town Meeting for funding the construction of a multi-sport arena on Pierce Street on Assessors Map 066, Lot 030, or take any other action relative thereto. This article is exempt from the Sunset Bylaw, Article 70 of May 2023.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: \$164,400

**PROPOSED MOTION:** That the Town vote, pursuant to G.L. c.44B, the Community Preservation Act, to appropriate from the Community Preservation Fund Undesignated Fund Balance the sum of \$164,000.00 to supplement the \$300,000 granted under Article 25 of the 2022 Annual Town Meeting for funding the construction of a multi-sport arena on Pierce Street on Assessors Map 066, Lot 030. This article is exempt from the Sunset Bylaw, Article 70 of May 2023.

**FINANCE COMMITTEE:** Voted 12-2-0 to Accept and Recommend to Town Meeting Article 10 as written in the Warrant.

**MUNICIPAL OPERATIONS:** Voted 5-0 to recommend Article 10 to Town Meeting for approval.

**COMMUNITY PRESERVATION COMMITTEE:** Voted 5-0-1 to recommend Article 10.

## **Article 11 — Recreational Conservation Restriction for Glen Echo Recreation Area**

To see if the Town will raise and appropriate, transfer from available funds in the Treasury, borrow, or fund, pursuant to GL c. 44B, the Community Preservation Act, a sufficient sum of money for the establishment of a perpetual conservation restriction on a 6.7-acre portion of land, more or less, currently owned by the Town of Stoughton, which includes portions of Assessors Map Number 70, Parcels 104, 128, and 129, and portions of Assessors Map Number 82, Parcel 34; and also that the Select Board be authorized to grant said conservation restriction in said parcel of land meeting the requirements of G.L. c. 44B, § 12 and G.L. c. 184, §§ 31-33, and to enter into all agreements and execute any and all instruments as may be necessary to affect said establishment, including all incidental and related expenses; or take any other action relative thereto. This article is exempt from the Sunset Bylaw, Article 70 of May 2023.

Inserted by: Select Board  
Requested by: Community Preservation Committee  
Date: September 30, 2024  
Estimated Cost: \$30,000.00

**PROPOSED MOTION:** That the Town vote pursuant to G.L. c. 44B, the Community Preservation Act, to appropriate from the Community Preservation Fund Undesignated Fund Balance the sum of \$30,000 for the establishment of a perpetual conservation restriction on a 6.7-acre portion of land, more or less, currently owned by the Town of Stoughton, which includes portions of Assessors Map Number 70, Parcels 104, 128, and 129, and portions of Assessors Map Number 82, Parcel 34; and also that the Select Board be authorized to grant said conservation restriction in said parcel of land meeting the requirements of G.L. c. 44B, §12 and G.L. c. 184, §§ 31-33, and to enter into all agreements and execute any and all instruments as may be necessary to affect said establishment, including all incidental and related expenses. This article is exempt from the Sunset Bylaw, Article 70 of May 2023.

**FINANCE COMMITTEE:** Voted 13-1-0 to Accept and Recommend to Town Meeting Article 11 as written in the Warrant.

**MUNICIPAL OPERATIONS:** Voted 5-0 to recommend Article 11 to Town Meeting for approval.

**MUNICIPAL REGULATIONS:** Voted 9-0 to recommend Article 11 to Town Meeting for approval.

**COMMUNITY PRESERVATION COMMITTEE:** Voted 6-0 to recommend Article 11.

## **Article 12 - FAA Lease Agreement**

To see if the Town will vote to authorize the Select Board to enter into a lease, for a term which exceeds three years, with the United States of America, Department of Transportation, Federal Aviation Administration, for an Outer Marker Facility/Off Airport Land Lease, relative to Town property located off of West Street and as described in said Lease which is on file with and available for inspection at the Town Clerk's office; or take any other action relative thereto.

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: None

**PROPOSED MOTIONS:** That the Town vote to approve Article 12 as printed in the warrant.

**FINANCE COMMITTEE:** Voted 13-0-1 to Accept and Recommend to Town Meeting Article 12 as written in the Warrant.

**INTERGOVERNMENTAL RELATIONS:** Voted 5-0 to recommend Article 12 to Town Meeting for approval.

## **Article 13 - School Capital Projects**

To see if the Town will vote to transfer raise or appropriate a sum of money to fund the School Capital Project requests as noted below:

- A. Telephone System Replacements at various schools \$40,000 (forty-thousand dollars)
- B. Complete HVAC Services at the Dawe School \$125,000 (one hundred twenty-five thousand dollars)
- C. Grades K-5 Charging Carts for Chromebooks \$82,810 (eighty-two thousand eight hundred and ten dollars)
- D. Capital Needs Assessment relative to all School Buildings \$120,750 (one hundred twenty thousand seven hundred and fifty dollars)

Inserted by: Select Board  
Date: September 30, 2024  
Estimated Cost: \$368,560

**PROPOSED MOTION:** That the Town vote to reallocate and transfer \$368,560 (Three Hundred Sixty-Eight Thousand Five Hundred and Sixty Dollars) from the below schedule of articles to fund the School Department Capital requests in the aggregate as set forth below:

**Source:**

S

FUND	DEPARTMENT	PROJEC T	ACCOUNT DESCRIPTION	TOWN MEETING DATE	ORIGINAL APPROP	PROJECT LIFE TO DATE BALANCE
5036	ENGINEERING	05703	05703 A60 ATM 05/13 TRAFFIC CONSULTANT	May-13	75,000.00	76.67
5036	DPW GENERAL	05821	05821 A40 ATM 05/12 PW REPL Post lights	May-12	45,000.00	10,103.00
5036	DPW GENERAL	05836	05836 A27E5 ATM 05/14 UPGR STREET LIGHTING	May-14	100,000.00	36,578.82
5036	TOWN CLERK	10072	10072 A22B1 ATM 05/16 TOWN CLE	May-16	5,000.00	1,000.00
5036	Assessing	10096	10096 A31 ATM 05/16 ASSESS REV	May-16	87,500.00	406.25
5036	ENGINEERING	10097	10097 A33 ATM 05/16 VEGETATION	May-16	40,000.00	9,945.00
5031	SCHOOL	10099	10099 A39 ATM 05/16 UPDATE MAS	May-16	200,000.00	15,155.00
5031	SCHOOL	10227	10227 A17F3 ATM 05/18 HVAC DAW	May-18	300,000.00	192,071.93
5031	SCHOOL	10268	10268 A4 STM 11/18 TELEPHONE S	Nov-18	700,000.00	81,400.94
5036	POLICE	10285	10285 A26A1 ATM 05/19 3 POLICE	May-19	187,000.00	6,278.55
5036	Assessing	10284	10284 A25 ATM 05/19 ASSESS REV	May-19	156,000.00	370.00
5036	ENGINEERING	10305	10305 A42 ATM 05/19 CONS COMM	May-19	40,000.00	10,050.00
5036	ECONOMIC DEVELOPM	10334	10334 A30 ATM 05/19 CDBG CONSU	May-19	17,000.00	3,300.32
5031	SCHOOL	10395	10395 A23E1 ATM 06/20 SCHOOL VAN	June-20	40,000.00	1,766.65
5036	ENGINEERING	10401	10401 A30 ATM 06/20 LAKE MANAG	June-20	35,000.00	50.00
5036	ENGINEERING	10399	10399 A28 ATM 06/20 CENTRAL &	June-20	150,000.00	6.97
						368,560.10

**Capital Project:**

- A. Telephone System Replacements at various schools \$40,000
- B. Complete HVAC Services at the Dawe School \$125,000
- C. Grades K-5 Charging Carts for Chromebooks \$82,810
- D. Capital Needs Assessment relative to all School Buildings \$120,750

**FINANCE COMMITTEE:** Voted 12-2-1 to Accept and Recommend to Town Meeting Article 13 as written in the Warrant.

**NOTE: The Finance Committee took the following votes on the individual Capital Projects**  
 13A Voted 11-3-1 to Accept and Recommend to Town Meeting Article 13A as written in the Warrant.

13B Voted 13-1-1 to Accept and Recommend to Town Meeting Article 13B as written in the Warrant.

13C Voted 11-3-1 to Accept and Recommend to Town Meeting Article 13C as written in the Warrant.

13D Voted 12-2-1 to Accept and Recommend to Town Meeting Article 13D as written in the Warrant.

## Article 14 - Prior Appropriations: Closeouts Under Article 70 ATM 2023 (Sunset)

To see if the Town will vote to close the following articles and return funding to said accounts as listed below or take any other action thereto.

Municipal appropriations to be closed:

FUND	DEPARTMENT	PROJECT	ACCOUNT DESCRIPTION	Town Meeting Date	ORIGINAL APPROP	Project life to date balance 8.29.24	
5035	WATER	06883	06883 A48 ATM 05/12 WATER SYST	May-12	4,480,000.00	57,376.41	return funds to water enterprise
5036	POLICE	10221	10221 A17A1 ATM 05/18 51 BULLET PROOF VESTS	May-18	63,000.00	21,542.44	return to general fund
5036	FACILITIES	10240	10240 A18C ATM 05/18 DPW GARAG	May-18	23,114.00	22,161.43	return funds to bldg stabilization
5036	FACILITIES	10241	10241 A18E ATM 05/18 FIRE STAT	May-18	132,643.00	27,066.80	return funds to bldg stabilization
5036	ECONOMIC DEVELOPMENT	10334	10334 A30 ATM 05/19 CDBG CONSU	May-19	17,000.00	8,349.68	return to general fund
5036	ENGINEERING	10399	10399 A28 ATM 06/20 CENTRAL &	June-20	150,000.00	150,000.00	return to general fund
						286,496.76	

Community Preservation Act appropriations to be closed:

FUND	DEPARTMENT	PROJECT	ACCOUNT DESCRIPTION	Project life to date balance		8.29.24
5040	CPA	01503	01503 A55 ATM 05/11 PURCHASE GLEN ECHO		100.98	apply to borrowing balance
5040	CPA	10056	10056 A45A ATM 05/15 GLEN ECHO design &		646.59	apply to borrowing balance
5040	CPA	10057	10057 A45B ATM 05/15 CAPEN REY SECURITY		22,271.21	return to cpa historical
5040	CPA	10393	10393 A32 ATM 06/20 PRES ANCIE DOCUME		116.00	return to cpa historical
					23,134.78	

Inserted by:

Select Board

Date:

September 30, 2024

Estimated Cost:

None

**PROPOSED MOTION:** That the Town Vote to close the Municipal Appropriation Articles and return the funds to the accounts of which the original appropriation was made, and vote to close Community Preservation Act appropriations and return funds to the accounts of which the original appropriation was made and /or to pay down outstanding debt as related to each article; all as printed in the Article 14.

**FINANCE COMMITTEE:** Voted 15-0-0 to Accept and Recommend to Town Meeting Article 14 as written in the Warrant.

**COMMUNITY PRESERVATION COMMITTEE:** Voted 5-0-1 to close out the four CPA projects listed in Article 14 of the Warrant.

## PETITIONED ARTICLES

### Article 15

**PROPOSED MOTION FOR TOWN MEETING:** To see if the Town will move to request that the Select Board schedule an election to be held as may be deemed appropriate to the Select Board, so that the Town may vote whether to exempt the amounts required for the payment of interest and principal on borrowing from the limitations on taxes imposed by M.G.L. c. 59, §21C (Proposition 2½) relative to the South Elementary School Project approved in Article 1 of the 2024 Special Town Meeting; or take any other action relative thereto.

We the undersigned also ask the Select Board to approve a re-vote on the latest set of plans for a new Stoughton Elementary School for the below reasons:

1. The town will lose \$47 million in grants from the MSBA and will be financially responsible for repairing and rehabbing both the South Elementary School and the Wilkins Elementary School.
2. The current South Elementary school is in a state of severe disrepair. If the school closes due to a catastrophic failure, the costs to the town would be enormous, including overcrowding at all elementary schools, added costs for modular units and bussing of students to other elementary school, and further disruption throughout the town.
3. Investing in a new elementary school is essential for the continued growth and prosperity of our town. A modern, safe, and well-equipped school will attract new families, increase property values, and ensure that our community flourishes for generations to come.
4. The “Vote No” campaign spread misinformation about the tax increase that would result from a debt exclusion (6.4% instead of the actual 4.8%). With the correct information in hand, voters may have been more likely to vote YES on 6/11.

**Petitioner: Lori Jacques, 6 Harris Circle**

**FINANCE COMMITTEE:** Voted 11-2-2 to refer Article 15 to Town Meeting.

**MUNICIPAL OPERATIONS:** Voted 5-0 to recommend Article 15 to Town Meeting for approval.

*SMC*  
Stephen M. Cavey, Select Board Chair

*Scott Carrara*  
Scott Carrara, Select Board Vice Chair

*Debra Roberts*  
Debra Roberts

*Joseph M. Mokrisky*  
Joseph M. Mokrisky

*Lou Gitto*  
Lou Gitto

*Rogeria Medeiros*  
Rogeria Medeiros-Kowalczykowski, CMC  
Interim Town Clerk





# Article 2



## Supporting Information for FY25 Supplemental Budget Article

<b>TOWN OF STOUGHTON</b> <b>FY2025 BUDGET SUMMARY</b> <b>INFORMATIONAL PURPOSES ONLY</b>			
<b>Revenue</b>	<b>Supplemental Budget Estimated Revenue STM 11.18.25</b>	<b>Expenditures</b>	<b>Supplemental Budget SSTM 11.18.25</b>
<b>General Fund</b>			
<b>Property Taxes</b>		<b>Operating Budget</b>	
Levy Limit		Shared Expenses	379,402.00
New Growth		General Government	-
Sub-Total Property Tax:		Public Safety	-
<b>Debt Exclusion</b>		Public Works	-
High School		Human Services	-
Fire Station		Culture & Recreation	-
Excess Capacity			
Sub-Total Debt Exclusion		Education-Stoughton Public	-
		Regional Schools	-
<b>Total Property Taxes</b>			
<b>State Aid</b>			
Cherry Sheet	(67,501.00)		
<i>Less Offsets:</i>	258,993.00		
<b>Total State Aid:</b>	<b>191,492.00</b>		
<b>Local Estimated Receipts</b>			
Local Receipts	187,910.00		
<b>Total Local Est. Receipts:</b>	<b>187,910.00</b>		
		<b>Operating Budget Total</b>	<b>379,402</b>
<b>Total GF Sources of Revenue:</b>	<b>379,402.00</b>	<b>Total General Fund Expenditures:</b>	<b>379,402.00</b>
<b>Surplus/Deficit</b>		<b>Surplus/Deficit</b>	-
<b>EXCESS CAPACITY AS REPORTED \$</b>			

ORG	OBJECT	PAGE	DEPT	ACCOUNT DESCRIPTION	GENERAL FUND TOWN		SELECT BOARD	FINANCE COMMITTEE	FY2025	FY2025
				TOTAL SHARED EXPENSES: (TOWN AND SCHOOL)						
		53	911	RETIREMENT	\$ 8,055,360	\$ 8,055,360			\$ 379,402	
				SUBTOTAL SHARED EXPENSES	\$ 32,978,329	\$ 32,978,329			\$ 379,402	
				GRAND TOTAL GENERAL FUND	\$ 130,081,486	\$ 130,081,496			\$ 379,402	
				TOTAL GENERAL FUND LESS SCHOOL-BALANCES TO MUNIS						
				TOWN MANAGER SALARIES						
0112301	511187	7		INTERNAL AUDITOR	\$ 104,500	\$ 104,500			\$ (88,484)	
0112301	519002	1		OTHER - COMMUNICATIONS COORDINATOR	\$ 65,000	\$ 65,000			\$ (18,936)	
				SUBTOTAL	\$ 574,674	\$ 574,674			\$ (107,420)	
				TOWN MANAGER EXPENSES						
				SUBTOTAL	\$ 91,994	\$ 91,994				
				TOWN MANAGER-TOTALS	\$ 667,168	\$ 667,168				
				NOTES:						
				TOWN ACCOUNTANT-DEPT 135						
				TOWN ACCOUNTANT SALARIES						
0113501	511052	1		ASSISTANT TOWN ACCOUNTANT	\$ 87,455	\$ 87,455			\$ 17,795	
113501	511165			STAFF ACCOUNTANT					\$ 85,000	
				SUBTOTAL	\$ 326,265	\$ 326,265			\$ 102,795	
				TOWN ACCOUNTANT EXPENSES						
				ANNUAL AUDIT FEE						
0113502	530022			SUBTOTAL	\$ 51,577	\$ 51,577			\$ 4,625	
					\$ -	\$ -				
				TOWN ACCOUNTANT -TOTAL	\$ 377,842	\$ 377,842			\$ 107,420	
				RETIREMENT CONTRIBUTION-DEPT 911						
				TOWN WIDE RETIREMENT & CONTRIB						
				CONTRIBUTORY PENSION SYST						
0191101	517004			TOWN WIDE RETIREMENT & CONTRIB	\$ 8,055,360	\$ 8,055,360			\$ 379,402	
				NOTES:						

# Article 3

**FY23 VERIZON BILLS FOR SCADA 781-341-0296 ACCT#556760674000119**

**BILL DATE AMOUNT DUE**

9/22/2022	\$25.30
10/22/2022	\$24.53
11/22/2022	\$24.52
12/22/2022	\$24.13
1/22/2023	\$24.51
2/22/2023	\$24.41
3/22/2023	\$25.14
4/22/2023	\$25.78
5/22/2023	\$24.96
6/22/2023	\$25.47
	<b>\$248.75</b>

Account Number: 556-760-674-0001-19

<b>Charges Due by Oct 21, 2022:</b>	\$25.30
<b>Balance Forward:</b>	<u>\$25.71</u>
<b>Total Due:</b>	<u>\$51.01</u> 092222

Make check payable to Verizon

\$

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

ALBANY NY 12212-5124

VS 556?606?4000119 000000025?1 000000051011

Account Number: 556-760-674-0001-19

<b>Charges Due by Nov 21, 2022:</b>	\$24.53
<b>Balance Forward:</b>	<u>\$51.01</u>
<b>Total Due:</b>	<b>\$75.54 102222</b>

**Make check payable to Verizon**

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

Albany 1912-1924  
1912-1924

V5 556760674000119 00000005101 000000075549

Account Number: 556-760-674-0001-19

<b>Charges Due by Dec 20, 2022:</b>	<b>\$24.52</b>
<b>Balance Forward:</b>	<b>\$49.83</b>
<b>Total Due:</b>	<b>\$74.35</b>

**Total Due:**

\$

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

**VERIZON**  
PO BOX 15124  
ALBANY NY 12212-5124

ALBANY NY 12212-5124

85 5567606740000119 00000004983 000000074351

Account Number: 556-760-674-0001-19

Charges Due by Jan 20, 2023:	\$24.13
Balance Forward:	\$74.35
Total Due:	<u>\$98.48 122222</u>

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000007435 000000098483

Account Number: 556-760-674-0001-19

Charges Due by Feb 21, 2023:	\$24.51
Balance Forward:	\$98.48
Total Due:	<u>\$122.99 012223</u>

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000009848 000000122994

Account Number: 556-760-674-0001-19

Charges Due by Mar 21, 2023:	\$24.41
Balance Forward:	\$122.99
Total Due:	<u>\$147.40 022223</u>

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000012299 000000147405

Account Number: 556-760-674-0001-19

Charges Due by Apr 18, 2023:	\$25.14
Balance Forward:	\$147.40
Total Due:	<u>\$172.54</u> 032223

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000014740 000000172544

Account Number: 556-760-674-0001-19

Charges Due by May 22, 2023:	\$25.78
Balance Forward:	\$172.54
Total Due:	<u>\$198.32</u> 042223

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000017254 000000198325

Account Number: 556-760-674-0001-19

Charges Due by Jun 19, 2023:	\$24.96
Balance Forward:	\$198.32
Total Due:	<u>\$223.28</u> 052223

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 556760674000119 00000019832 000000223289

Account Number: 556-760-674-0001-19

<b>Charges Due by Jul 21, 2023:</b>	\$25.47
<b>Balance Forward:</b>	<u>\$223.28</u>
<b>Total Due:</b>	<b>\$248.75</b> 062223

Make check payable to Verizon

\$                   .

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

BOSTON, MASS., U.S.A. 1887.

## ANSWER

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

VS 556760674000119 00000022328 000000248757

VERIZON 781-341-0296 ACCT#95143854900108Y

**FY24 INVOICES AMOUNT**

7/18/2023	\$22.09
8/18/2023	\$22.09
9/18/2023	\$22.09
10/18/2023	\$22.11
11/18/2023	\$22.09
12/18/2023	\$22.09
1/18/2024	\$22.09
2/18/2024	\$22.09
3/18/2024	\$22.09
4/18/2024	\$22.09
5/18/2024	\$22.09
6/18/2024	\$22.09
	<b>\$265.10</b>

**FY23 INVOICES AMOUNT**

8/18/2022	\$22.09
9/18/2022	\$22.09
10/18/2022	\$22.09
11/18/2022	\$22.11
12/18/2022	\$22.09
1/18/2023	\$22.09
2/18/2023	\$22.09
3/18/2023	\$22.09
4/18/2023	\$22.09
5/18/2023	\$22.09
6/18/2023	\$22.09
	<b>\$243.01</b>

**TOTAL AMOUNT** **\$508.11**

Account Number: 951-438-549-0001-08

Charges Due by Aug 14, 2023: \$22.09  
Balance Forward: \$220.92  
Total Due: \$243.01 071823

Make check payable to Verizon

\$ \_\_\_\_\_.

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

V5 951438549000108 00000022092 000000243014

Account Number: 951-438-549-0001-08

<b>Charges Due by Sep 18, 2023:</b>	\$22.09
<b>Balance Forward:</b>	<u>\$243.01</u>
<b>Total Due:</b>	<b>\$265.10</b> 081823

Make check payable to Verizon

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

V5 951438549000108 00000024301 000000265108

Account Number: 951-438-549-0001-08

<b>Charges Due by Oct 16, 2023:</b>	\$22.09
<b>Balance Forward:</b>	<u>\$265.10</u>
<b>Total Due:</b>	<b>\$287.19</b> 091823

Make check payable to Verizon

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

**VERIZON**  
PO BOX 15124  
ALBANY NY 12212-5124

V5 951438549000104 000000026510 00000002A2193

Account Number: 951-438-549-0001-08

Charges Due by Nov 14, 2023:	\$22.11
Balance Forward:	\$287.19
Total Due:	<u>\$309.30</u> 101823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000028719 000000309302

Account Number: 951-438-549-0001-08

Charges Due by Dec 18, 2023:	\$22.09
Balance Forward:	<u>\$309.30</u>
Total Due:	<u>\$331.39</u> 111823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000030930 000000331397

Account Number: 951-438-549-0001-08

Charges Due by Jan 16, 2024:	\$22.09
Balance Forward:	<u>\$331.39</u>
Total Due:	<u>\$353.48</u> 121823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

|||||

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000033139 000000353482

Account Number: 951-438-549-0001-08

Charges Due by Feb 16, 2024:	\$22.09
Balance Forward:	\$353.48
Total Due:	\$375.57 011824

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000035348 000000375576

Account Number: 951-438-549-0001-08

Charges Due by Mar 18, 2024:	\$22.09
Balance Forward:	\$375.57
Total Due:	\$397.66 021824

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

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V5 951438549000108 00000037557 000000397661

Account Number: 951-438-549-0001-08

Charges Due by Apr 15, 2024:	\$22.09
Balance Forward:	\$397.66
Total Due:	\$419.75 031824

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000039766 000000419754

Account Number: 951-438-549-0001-08

<b>Charges Due by May 17, 2024:</b>	\$22.09
<b>Balance Forward:</b>	\$419.75
<b>Total Due:</b>	<b>\$441.84</b> 041824

\$ \_\_\_\_\_.

**TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851**

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

VS 951438549000108 00000041975 000000441840

Account Number: 951-438-549-0001-08

**Charges Due by Jun 17, 2024:** \$22.09  
**Balance Forward:** \$441.84  
**Total Due:** \$463.93 051824  
Make check payable to Verizon

\$ \_\_\_\_\_.

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

V5 951438549000108 00000044184 000000463935

Account Number: 951-438-549-0001-08

<b>Charges Due by Jul 15, 2024:</b>	\$22.09
<b>Balance Forward:</b>	<u>\$463.93</u>
<b>Total Due:</b>	<b>\$486.02</b> 061824
<b>Make check payable to Verizon</b>	

\$ \_\_\_\_\_.

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

VS 951438549000108 000000046393 000000048602?

VERIZON 781-341-0296 ACCT#95143854900108Y

**FY24 INVOICES AMOUNT**

7/18/2023	\$22.09
8/18/2023	\$22.09
9/18/2023	\$22.09
10/18/2023	\$22.11
11/18/2023	\$22.09
12/18/2023	\$22.09
1/18/2024	\$22.09
2/18/2024	\$22.09
3/18/2024	\$22.09
4/18/2024	\$22.09
5/18/2024	\$22.09
6/18/2024	\$22.09
	<b>\$265.10</b>

**FY23 INVOICES AMOUNT**

8/18/2022	\$22.09
9/18/2022	\$22.09
10/18/2022	\$22.09
11/18/2022	\$22.11
12/18/2022	\$22.09
1/18/2023	\$22.09
2/18/2023	\$22.09
3/18/2023	\$22.09
4/18/2023	\$22.09
5/18/2023	\$22.09
6/18/2023	\$22.09
	<b>\$243.01</b>

**TOTAL AMOUNT** **\$508.11**

Account Number: 951-438-549-0001-08

Total Due by Sep 16, 2022:

\$22.09 081822

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 000000000000 000000022095

Account Number: 951-438-549-0001-08

Charges Due by Oct 17, 2022:

\$22.09

Balance Forward:

\$22.09

Total Due:

\$44.18 091822

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000002209 000000044180

Account Number: 951-438-549-0001-08

Charges Due by Nov 14, 2022:

\$22.09

Balance Forward:

\$44.18

Total Due:

\$66.27 101822

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000004418 000000066274

Account Number: 951-438-549-0001-08

Charges Due by Dec 19, 2022:	\$22.11
Balance Forward:	\$44.18
Total Due:	<u>\$66.29</u> 111822

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000004418 000000066290

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Account Number: 951-438-549-0001-08

Charges Due by Jan 17, 2023:	\$22.09
Balance Forward:	\$66.29
Total Due:	<u>\$88.38</u> 121822

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000006629 000000088385

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Account Number: 951-438-549-0001-08

Charges Due by Feb 14, 2023:	\$22.09
Balance Forward:	\$88.38
Total Due:	<u>\$110.47</u> 011823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000008838 000000110478

Account Number: 951-438-549-0001-08

Charges Due by Mar 20, 2023:	\$22.09
Balance Forward:	\$110.47
Total Due:	<u>\$132.56</u> 021823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

|||||

V5 951438549000108 00000011047 000000132563

Account Number: 951-438-549-0001-08

Charges Due by Apr 17, 2023:	\$22.09
Balance Forward:	\$132.56
Total Due:	<u>\$154.65</u> 031823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

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|||||

V5 951438549000108 00000013256 000000154658

Account Number: 951-438-549-0001-08

Charges Due by May 18, 2023:	\$22.09
Balance Forward:	\$154.65
Total Due:	<u>\$176.74</u> 041823

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

|||||

V5 951438549000108 00000015465 000000176743

Account Number: 951-438-549-0001-08

Charges Due by Jun 16, 2023:	\$22.09
Balance Forward:	\$176.74
Total Due:	\$198.83
051823	

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000017674 000000198838

Account Number: 951-438-549-0001-08

Charges Due by Jul 17, 2023:	\$22.09
Balance Forward:	\$198.83
Total Due:	\$220.92
061823	

Make check payable to Verizon

\$ \_\_\_\_\_

TOWN OF STOUGHTON  
950 CENTRAL ST  
STOUGHTON MA 02072-1851

VERIZON  
PO BOX 15124  
ALBANY NY 12212-5124

|||||

V5 951438549000108 00000019883 000000220921

# Article 4





Vaughan Enokian &lt;venokian@stoughton-ma.gov&gt;

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## Article #4 - STM

1 message

**Marc Tisdelle** <mtisdelle@stoughton-ma.gov>

Mon, Oct 7, 2024 at 8:45 AM

To: Vaughan Enokian &lt;venokian@stoughton-ma.gov&gt;, Bob Mullen &lt;bmullen@stoughton-ma.gov&gt;

Cc: Thomas Calter &lt;tcalter@stoughton-ma.gov&gt;

Hello Vaughn and Bob,

The Town Manager and I have agreed that we are withdrawing this article from the Special Town Meeting warrant. We wanted to let you know so the Standing Committees and FinCom do not waste time reviewing this article.

--  
**Marc J. Tisdelle, P.E.**  
**Assistant Town Manager/ Town Engineer**  
**Town of Stoughton**  
**10 Pearl Street**  
**Town Hall, 2nd Floor**  
**(781) 341-1300 x9263**

## **ARTICLE #4**

### **Combine Water & Sewer Enterprise Accounts**

**Purpose:** Summarized below are the primary reasons in support of combining the water and sewer enterprise accounts.

#### **1. Asset Utilization**

While these two departments are organized as a single unit with a common management team, they are accounted for separately. Therefore, shared labor and equipment expense must be billed to and from both departments. By combining the departments, the staff and the equipment will be used more efficiently. These efficiencies will result in lower costs for labor, leased equipment and subcontracting.

#### **2. Reduced need for equipment purchases**

Currently, each department is provided with its own equipment. That equipment is charged to that department. By combining the two departments, more emphasis will be placed on efficient use of all department equipment. Therefore, less equipment will need to be purchased.

#### **3. Reduced need for increase to tax levy for structural deficit in either department**

Currently, the enterprise funds are structured as separate entities. Often times, one department has positive retained earnings while the other has a structural deficit which results in negative retained earnings. By combining the departments, we are allowed to use the retained earnings of one department to close the structural deficit of the other. This action reduces the need to close the deficit through taxation.

#### **4. Simplicity and efficiency of accounting**

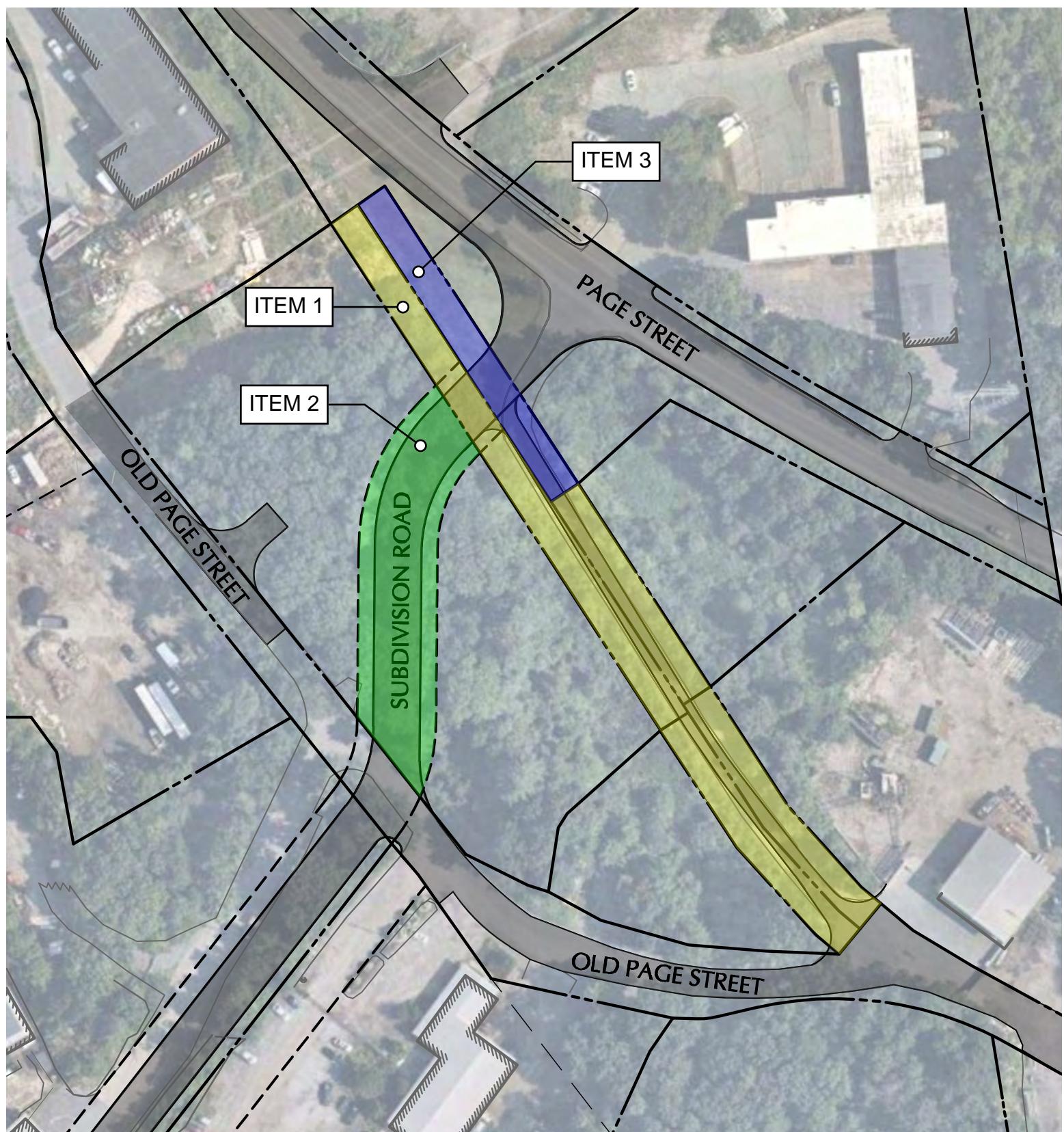
The Finance Department is working hard to simplify and clean up the books. Efforts include the sunset by-law, close out of appropriated but unused debt and the consolidation of dozens of unused accounts.

Currently, staff in operations, administrative and accounting departments need to independently track shared costs of labor and equipment in the water **and** sewer departments. Combining staff will reduce multiple steps in the administration and accounting process.



# Article 5





NORTH

100 0 50 100

EXHIBIT  
IV3 STOUGHTON LOGISTICS PARK, LLC  
STOUGHTON, MA

0 100  
SCALE IN FEET



# Article 6





## NEW ENGLAND EASEMENT INFORMATION FORM

Customer Connections Rep: \_\_\_\_\_ Work Request No: \_\_\_\_\_  
CC Rep Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

- You, the customer, are required to provide all the easement rights that National Grid deems necessary to install your electric/gas service, including any easement rights which must be acquired from others, at no cost to National Grid.
- **Please complete ALL applicable sections below so that we may prepare an easement for your signature. Incorrect or incomplete information will delay service installation.**
- **Please return completed form to your Customer Connections Representative as soon as possible to not delay service installation**

**Address of Easement/Project:**

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Property Owner Name(s):** \_\_\_\_\_

**Property Owner E-Mail:** \_\_\_\_\_

**Property Owner Phone No:** \_\_\_\_\_

**Property Owner Mailing Address:** If different from above. If PO Box, please include street name.

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Alternate Contact Person:**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Property Owner Deed and Plan Information:**

- If multiple deeds make up the whole parcel, please include all deeds. (**See Page 2**)  
Book: \_\_\_\_\_ Page: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

- If Registered Land (MA only):  
Certificate of Title No: \_\_\_\_\_ Deed Document No: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

\*Deed and Plan information can be obtained from: **MA:** Relevant County Registry of Deeds office and/or its online database ([www.masslandrecords.com](http://www.masslandrecords.com)) **RI:** Relevant Town Land Evidence Office and/or its online database

**Assessor's Map#:** \_\_\_\_\_ **Block #:** \_\_\_\_\_ **Lot #:** \_\_\_\_\_

\*\* Map and Parcel Number can be obtained from your local Assessor's Office or its online database

**Additional Information (Trustees, LLC Managers, Corporation President/Treasurer, other relevant info):**

**Multiple Deeds**

• Book: \_\_\_\_\_ Page: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

• If Registered Land (MA only):  
Certificate of Title No: \_\_\_\_\_ Deed Document No: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

\*Deed and Plan information can be obtained from: **MA**: Relevant County Registry of Deeds office and/or its online database ([www.masslandrecords.com](http://www.masslandrecords.com)) **RI**: Relevant Town Land Evidence Office and/or its online database

**Assessor's Map#:** \_\_\_\_\_ **Block #:** \_\_\_\_\_ **Lot #:** \_\_\_\_\_

\*\* Map and Parcel Number can be obtained from your local Assessor's Office or its online database

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• If multiple deeds make up the whole parcel, please include all deeds. (See Page 2)  
Book: \_\_\_\_\_ Page: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

• If Registered Land (MA only):  
Certificate of Title No: \_\_\_\_\_ Deed Document No: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

\*Deed and Plan information can be obtained from: **MA**: Relevant County Registry of Deeds office and/or its online database ([www.masslandrecords.com](http://www.masslandrecords.com)) **RI**: Relevant Town Land Evidence Office and/or its online database

**Assessor's Map#:** \_\_\_\_\_ **Block #:** \_\_\_\_\_ **Lot #:** \_\_\_\_\_

\*\* Map and Parcel Number can be obtained from your local Assessor's Office or its online database

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• If multiple deeds make up the whole parcel, please include all deeds. (See Page 2)  
Book: \_\_\_\_\_ Page: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

• If Registered Land (MA only):  
Certificate of Title No: \_\_\_\_\_ Deed Document No: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

\*Deed and Plan information can be obtained from: **MA**: Relevant County Registry of Deeds office and/or its online database ([www.masslandrecords.com](http://www.masslandrecords.com)) **RI**: Relevant Town Land Evidence Office and/or its online database

**Assessor's Map#:** \_\_\_\_\_ **Block #:** \_\_\_\_\_ **Lot #:** \_\_\_\_\_

\*\* Map and Parcel Number can be obtained from your local Assessor's Office or its online database

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• If multiple deeds make up the whole parcel, please include all deeds. (See Page 2)  
Book: \_\_\_\_\_ Page: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

• If Registered Land (MA only):  
Certificate of Title No: \_\_\_\_\_ Deed Document No: \_\_\_\_\_

Plan No/Book & Page: \_\_\_\_\_

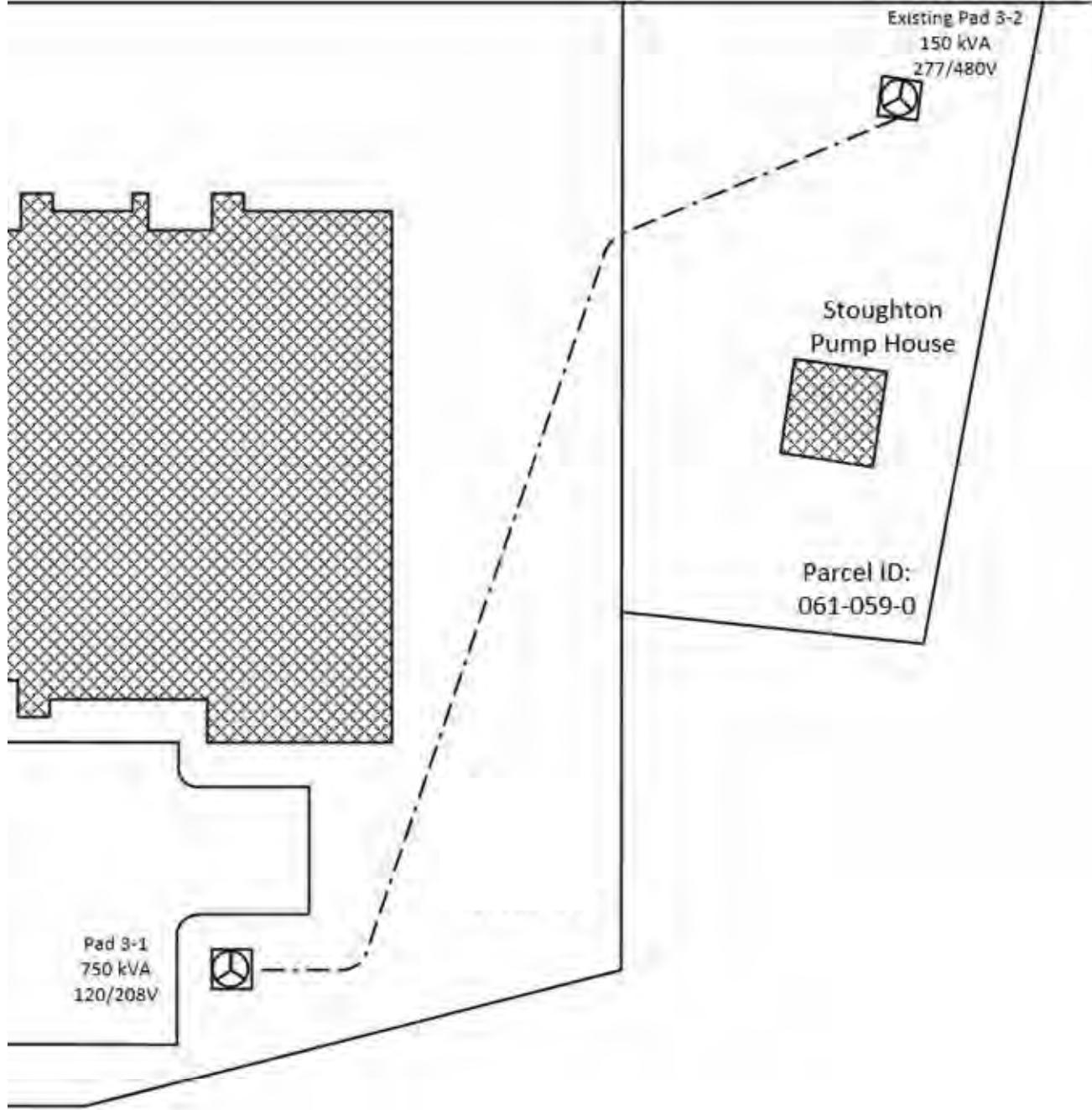
\*Deed and Plan information can be obtained from: **MA**: Relevant County Registry of Deeds office and/or its online database ([www.masslandrecords.com](http://www.masslandrecords.com)) **RI**: Relevant Town Land Evidence Office and/or its online database

**Assessor's Map#:** \_\_\_\_\_ **Block #:** \_\_\_\_\_ **Lot #:** \_\_\_\_\_

\*\* Map and Parcel Number can be obtained from your local Assessor's Office or its online database

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.

## Atkinson Ave. Ext.



### Legend

3 PH Pad

2-4" PVC Conduit

1 Atkinson Ave. Ext. Stoughton, Ma.

Date: 5/12/24  
Designer: AKERJA  
WR: 30927002

**Notes:** Installing 750 kVA pad & +/- 200' 3PH Primary. Will be sourced from existing 3PH pad 3-2 powering pump house  
Sheet: 1 Of: 2

**nationalgrid**

## GRANT OF EASEMENT

**TOWN OF STOUGHTON**, a municipal corporation with a principal address 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 principal place of business at 170 Data Drive, 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, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM"), 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, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Grantor's property in Stoughton, Norfolk County, Massachusetts, for the purpose of serving the Grantor's property and others.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a portion of that certain parcel of land situated on the southerly side of Atkinson Avenue Extension, being more particularly shown as "**Lot 17-D 4,644 Sq.Ft**" on a Plan of Land recorded with the Norfolk County Registry of Deeds (the "Registry") in **Plan Book 414, Page 434**.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to Grantor's property) is approximately shown on a sketch entitled: "National Grid, 1 Atkinson Ave Ext., Stoughton, MA, Installing 750 kVA pad & +/- 200' 3PH Primary. Will be sourced from existing 3PH pad 3-2 powering pump house; Date: 5/12/2024, Designer: AKERJA, WR 30927002", a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

WR#30927002

Address of Grantees:  
Mass. El., 170 Data Drive, Waltham, Massachusetts 02451

Return to:  
Lori Loughlin  
National Grid  
1250 Brayton Point Rd  
Somerset, MA 02725

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "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 Grantor's property wherein the "UNDERGROUND SYSTEM" is 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 "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 "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld.

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 property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, to 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 "UNDERGROUND SYSTEM".

The easements herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

[Signature Page Follows]

For Grantor's title, see deed dated June 14, 1995, recorded with the Registry in **Book 11425, Page 14.**

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 its Select Board, being thereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF STOUGHTON

By and through its Select Board

---

DEBRA ROBERTS

---

STEPHEN M. CAVEY

---

JOSEPH M. MOKRISKY

---

SCOTT CARRARA

---

LOU GITTO

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; Debra Roberts, Stephen M. Cavey, Joseph M. Mokrisky, Scott Carrara, and Lou Gitto, 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 duly authorized members of the Select Board for the Town of Stoughton.

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

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

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

Place Notary Seal and/or Any Stamp Above



# Article 7

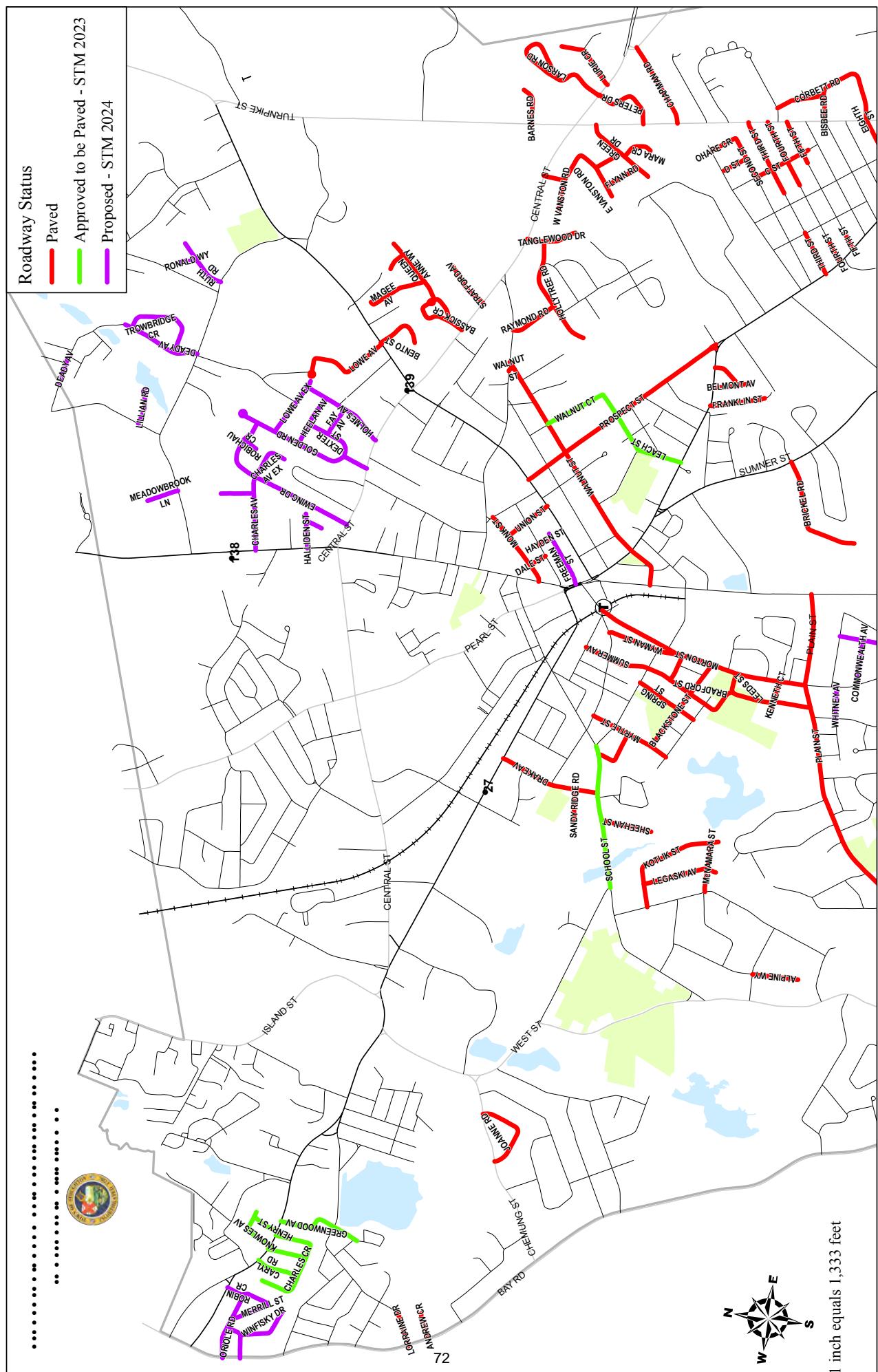


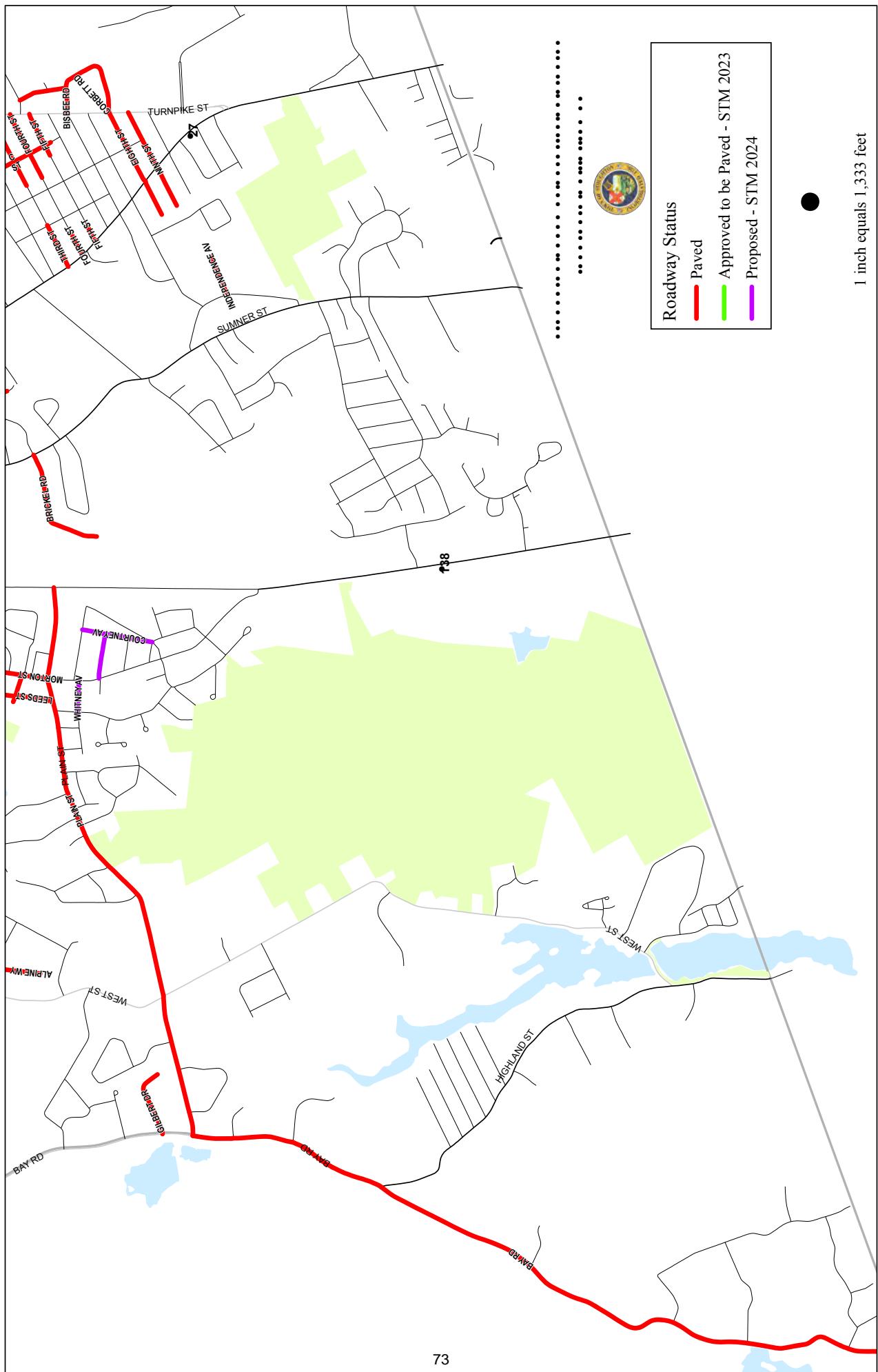
## Stoughton Roadway Resurfacing Program

YEAR	STREET	STATUS	YEAR	STREET	STATUS
2022	Angelos Road	Paved	2023	Ninth Street	Paved
2022	Barnes Road	Paved	2023	Peters Drive	Paved
2022	Basick Circle	Paved	2023	Raymond Road	Paved
2022	Bento Street	Paved	2023	Sandy Ridge Road	Paved
2022	East Vanston Road	Paved	2023	Sheehan Street	Paved
2022	Flynn Road	Paved	2023	Spring Street	Paved
2022	Fraser Road	Paved	2023	Summer Avenue	Paved
2022	George Drive	Paved	2023	Tanglewood Avenue	Paved
2022	Green Drive	Paved	2023	Wyman Street (one way)	Paved
2022	Larson Road	Paved	2024	Andrew Circle	Paved
2022	Love Avenue	Paved	2024	Bay Road (plain st to Easton)	Paved
2022	Lurie Circle	Paved	2024	Belmont Avenue	Paved
2022	Magie Avenue	Paved	2024	Blackstone Street	Paved
2022	Mara Circle	Paved	2024	Bricke Road	Paved
2022	Marden Road	Paved	2024	C Street	Paved
2022	Queen Anne Way	Paved	2024	D Street	Paved
2022	Stratford Avenue	Paved	2024	Dale Street	Paved
2022	West Vanston Road	Paved	2024	Fifth Street	Paved
2023	Alpine Way	Paved	2024	Fourth Street	Paved
2023	Bisbee Rd	Paved	2024	Franklin St	Paved
2023	Bradford Street	Paved	2024	Gilbert Drive	Paved
2023	Chapman Rd	Paved	2024	Hayden Street	Paved
2023	Corbett Road	Paved	2024	Joanne Road	Paved
2023	Drake Avenue	Paved	2024	Lorraine Drive	Paved
2023	Eighth Street (Turnpike side)	Paved	2024	Monk Street	Paved
2023	Green Street	Paved	2024	Morton Street (Plain to Washington)	Paved
2023	Hollytree Road	Paved	2024	O'Hare Circle	Paved
2023	Independence Avenue	Paved	2024	Plain Street	Paved
2023	Kenneth Court	Paved	2024	Prospect Street	Paved
2023	Kotlik Street	Paved	2024	Second Street	Paved
2023	Leeds Street	Paved	2024	Third Street	Paved
2023	Legaski Avenue	Paved	2024	Union Street	Paved
2023	Lothrop Street	Paved	2024	Walnut Street	Paved
2023	McNamara Street	Paved	2024	Ronald Way	Proposed - STM 2024
2023	Myrtle Street	Paved	2024	Ruth Road	Proposed - STM 2024



YEAR	STREET	STATUS	YEAR	STREET	STATUS
2024	Celilian Drive	Proposed - STM 2024	2024	Charles Avenue	Proposed - STM 2024
2024	Charles Avenue Extension	Proposed - STM 2024	2024	Columbus Avenue	Proposed - STM 2024
2024	Commonwealth Avenue	Proposed - STM 2024	2024	Courtney Avenue	Proposed - STM 2024
2024	Deady Avenue	Proposed - STM 2024	2024	Dexter Street	Proposed - STM 2024
2024	Ewing Drive	Proposed - STM 2024	2024	Fay Avenue	Proposed - STM 2024
2024	Freeman Street	Proposed - STM 2024	2024	Golden Road	Proposed - STM 2024
2024	Halliden Place	Proposed - STM 2024	2024	Halliden Street	Proposed - STM 2024
2024	Heelan Avenue	Proposed - STM 2024	2024	Holmes Avenue	Proposed - STM 2024
2024	Lillian Road	Proposed - STM 2024	2024	Lowe Avenue Extension	Proposed - STM 2024
2024	Meadowbrook Lane	Proposed - STM 2024	2024	Merrill Street	Proposed - STM 2024
2024	Oriole Road	Proposed - STM 2024	2024	Robichau Circle	Proposed - STM 2024
2024	Robin Circle	Proposed - STM 2024	2024	Trowbridge Circle	Proposed - STM 2024
2024	Whitney Avenue	Proposed - STM 2024	2024	Whitfisky Drive	Proposed - STM 2024





## STM 2024 Paving Estimates from TL Edwards

Article Estimate \$ 2,066,035.53

Area	Street	2021 Pavement Management Plan Estimate	2024 Estimated Cost	Contingency (5%)
1	Oriole Road	\$ 121,956.42	\$ 314,230.00	\$ 329,941.50
1	Robin Circle	\$ 12,199.17		
1	Merrill Street	\$ 8,787.97		
1	Celiam Drive	\$ 18,467.38		
1	Winfisky Drive	\$ 113,186.03		
		\$ 274,596.97		
2	Ewing Drive	\$ 51,465.88	\$ 419,552.50	\$ 440,530.13
2	Robichau Circle	\$ 12,199.17		
2	Charles Avenue	\$ 91,450.11		
2	Charles Avenue Extension	\$ 39,359.74		
2	Halliden Street	\$ 84,346.90		
2	Halliden Place	\$ 28,011.70		
		\$ 306,833.50		
3	Holmes Avenue	\$ 180,197.69	\$ 518,193.00	\$ 544,102.65
3	Lowe Avenue Extension	\$ 120,489.33		
3	Heelan Avenue	\$ 37,858.23		
3	Dexter Street	\$ 37,539.43		
3	Fay Avenue	\$ 19,895.95		
3	Golden Road	\$ 321,691.26		
		\$ 717,671.89		
4	Ruth Road	\$ 114,262.80	\$ 422,670.00	\$ 443,803.50
4	Ronald Way	\$ 13,636.69		
4	Deady Avenue	\$ 64,416.54		
4	Trowbridge Circle	\$ 170,725.84		
4	Lillian Road	\$ 20,142.24		
4	Meadowbrook Lane	\$ 61,731.94		
		\$ 444,916.05		
5	Columbus Avenue	\$ 138,932.07	\$ 188,090.00	\$ 197,494.50
5	Courtney Avenue	\$ 19,012.58		
5	Commonwealth Avenue	\$ 27,368.44		
5	Whitney Avenue	\$ 8,766.38		
		\$ 194,079.47		
6	Freeman Street	\$ 99,921.32	\$ 104,917.39	\$ 110,163.26
		\$ 99,921.32		
		\$ 1,938,097.88	\$ 1,967,652.89	\$ 2,066,035.53

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202843  
**Date:** 9/13/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Columbus Ave AREA  
Columbus Ave., Courtney Ave.,  
Commonwealth Ave., Whitney Ave.  
Stoughton, MA

**Scope of Work**

\*COLUMBUS AVE. - From Morton Street to Dead End  
@1200' x 22'/24'/26' @ 3600SY

\*COURTNEY AVE. - From Columbus Ave. to End  
@620' x 20'/22' @ 1700 SY

\*COMMONWEALTH AVE. - From Courtnet Ave. to Morton Street.  
@ 725' x 22'/24'/26' @ 2350 SY

\*WHITNEY AVE. - Morton Street to End  
@575' x 22'/23' @ 1700 SY

AREA TOTAL APPROX 9350 SY

Mill Roadway, Level, Adjust Castings, Top Road, 12" CC Monolithic Berm /Spill Berm as Directed, Drive Aprons as Directed.

\*\*NOTE\*\*DPW TO CONFIRM EXISTING PAVEMENT THICKNESS FOR MILLING APPLICATION, \*\*ALL BLOW OUT REPAIRS BY DPW\*\*\*DPW TO REMOVE EXISTING MOULDED BERM.\*\*

EXCLUDES; BIT CONCRETE MOLDED BERM, POLICE DETAILS, SCRAPING AND CLEANING BACK EDGES, EXISTING PAVEMENT THICKNESS, TREE TRIMMING

\*\*BUDGET FIGURE ONLY\*\*

**Conditions****Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By:

*Lenny Stewart*

Title: SALES

Date: 9/13/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

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Stoughton, MA

This proposal is valid for up to 15 days from date of proposal.

**PAYMENT TERMS TO BE NEGOTIATED**

Sales Tax is not included in this Proposal

**Pricing is Subject to Confirmation of Scope and Layout Prior to Contract Agreement.**

All preparation for paving by others (Other than stated herein), All staking, layout and establishment of grades to be done by others. TL Edwards will not accept responsibility for improper engineering and or areas where no grades were indicated before commencement of work. Not responsible for puddling if grades are under 1%.

All traffic and safety control by others.

**Important Scheduling Information:**

After acceptance of this proposal contact our scheduling department at least 2 weeks before anticipated start date. **Scheduling Hours: Monday-Friday 7:00am-9:00am and 2:00pm-5:00pm** Call 508-583-2029 (Steve Edwards) or (Peter Starrett)

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>12 Bit Conc Driveways (Handwork)</b>		48.0000	TN	160.0000	<b>7,680.00</b>
<b>16 Cold Planing and Profiling</b>		9,350.0000	SY	2.9000	<b>27,115.00</b>
<b>4 Class 1 Bit Conc Pavement Leveling Course</b>		775.0000	TN	92.8000	<b>71,920.00</b>
<b>7 Class 1 Bit Conc Pavement Type I-1 Overlay</b>		775.0000	TN	95.0000	<b>73,625.00</b>
<b>8 Adjust Manhole and Catch Basin Frames</b>		13.0000	EA	350.0000	<b>4,550.00</b>
<b>9 Rebuild Manhole and Catch Basin</b>		3.0000	EA	400.0000	<b>1,200.00</b>
<b>Non BID Item Gate Box Adjusted</b>		10.0000	EA	200.0000	<b>2,000.00</b>

**Estimated Total:** **\$188,090.00**

**Acceptance:****By:****Title:****Date:****Authorized: T.L. Edwards, Inc.****By:***Lenny Stewart***Title:****SALES****Date:** 9/13/2024

**Additional Terms, Conditions and Provisions**

**1. Superior Document:** This proposal supersedes owner's purchase order, contract, or subcontract form and contains the entire agreement between the parties. Owner by issuing order (however denominated) relative to this proposal shall be deemed to have accepted this proposal and to be bound by the terms and conditions herein contained. Any modification hereof and any additional conditions, stipulations or terms applying hereto must be stated hereon or be in writing and signed by T.L. Edwards Inc.

**2. Payment and Interest:** Payment in full for all work performed hereunder during any month shall be made not later than the 10th day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after completion of such work. Interest at the rate on one and one half per month, or eighteen (18) per cent per annum, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

**3. Work Area-Work by Others:** We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with work by others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

If the paving work called for in this proposal is to be installed on a gravel base course provided by others, said base course must be satisfactory to and approved by T.L. Edwards Inc. prior to the start of our work. Rough grading of said gravel base course, within two inches of the required grades, plus or minus, shall be performed by others at no cost to T.L. Edwards Inc. Should T.L. Edwards Inc. be asked to do any work to bring the gravel course within the stated rough grading tolerance, this work will be an additional charge at the prescribed rental rates of the equipment used for this purpose. Any additional gravel needed for grading purposes will be supplied by others at no cost to T.L. Edwards Inc.

All lines and grades shall be furnished and maintained by others at no cost to T.L. Edwards Inc. All engineering shall be provided by others at no cost to T.L. Edwards Inc.

**4. Cessation of Work:** The failure of the owner to any amount during the course of this contract shall be deemed sufficient cause for T.L. Edwards Inc. to cease all work under this contract until such amount due is paid.

**5. Liability:** We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities, or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated area of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

**6. Delay in Performance:** In the event our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event, we shall be relieved of any further obligation with respect to the balance of the work, and shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within thirty (30) days thereafter.

**7. Collection Expenses:** Owner will be charged for all reasonable collection expenses incurred by T.L. Edwards Inc. as a result of the owner's failure to pay amounts due under this contract. Said expenses are to include attorney's fees of thirty percent (30%) of the amount collected (or the maximum allowed by Massachusetts law if that be less) whether a trial be involved or not.

**8. Applicable Law:** This contract shall be interpreted and performed in accordance with the internal laws of the Commonwealth of Massachusetts. Any and all other considerations notwithstanding, it is clearly understood that an additional charge for the Massachusetts Sales Tax, where applicable, will be included as a part of all billings. Payments therefore will be included as part of all billings. Payments therefore will be included in and will be made on or before the due date of which it a part.

**9. Guarantee and Limitations:** All labor and material is guaranteed for a period of one year after each job phase is completed by T.L. Edwards Inc. T.L. Edwards Inc. will not be held responsible for any defects of labor and materials unless it is reported to T.L. Edwards Inc. in writing or within thirty (30) days of completion of each phase. Notice to be sent by registered mail to P.O. Box 507, Avon MA 02322

T.L. Edwards Inc. will not be held responsible for any puddles unless we have a minimum 1% grade.

If unit prices are shown in this proposal, the amount to be paid to us shall be based on actual quotations of work performed by us as determined by field measurements taken as opposed to the estimates appearing herein.

**10. Term "Owner":** The term "Owner" as used herein shall be construed to mean the person, firm or corporation to whom the within proposal is submitted and where the context allows any person, firm or corporation in privity with the person, firm or corporation to which the proposal is submitted.

**11. Severability:** In the event that any provisions herein contained shall be deemed to be illegal or unenforceable such provision shall be deemed to be void but the rest of the proposal and the terms and conditions herein contained shall be deemed to be valid and binding upon the parties.

**12. This Contract** will be considered void if not accepted by our credit department.

**Acceptance:****By:****Title:****Date:****Authorized: T.L. Edwards, Inc.****By: Lenny Stewart****Title: SALES****Date: 9/13/2024**

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202844  
**Date:** 9/13/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Oriole Road AREA  
Oriole Rd., Robin Cir., Merrill St.,  
Winfisky Dr., Celiam Dr.  
Stoughton, MA

**Scope of Work**

\*ORIOLE ROAD - From Bay Road to Robin Circle  
@1080' x 24'/26' @ 3350SY

\*ROBIN CIRCLE - From Central Street to Merrill St.  
@675' 24'/26' PLUS 110' Diam Circle @3300 SY

\*MERRILL STREET - From Robin Circle to Oriole Road  
@ 650' x 22'/24' @ 2000 SY

\*WINFISKY DRIVE - From Oriole Road to End  
@1000' 18'/20'/30'/32' PLUS 115' Diam Circle @ 5000 SY

\*CELIAM DRIVE - From Winfisky Drive to Bay Road  
@390' x 30'/32' @ 1600 SY

AREA TOTAL APPROX 15250 SY

Mill Roadway, Level, Adjust Castings, Top Road, 12" CC Monolithic Berm /Spill Berm as Directed, Drive Aprons as Directed.

\*\*NOTE\*\*DPW TO CONFIRM EXISTING PAVEMENT THICKNESS FOR MILLING APPLICATION,\*\*ALL BLOW OUT REPAIRS BY DPW\*\*\*\*DPW TO REMOVE EXISTING MOULDED BIT BERM.\*\*

EXCLUDES; BIT CONCRETE MOLDED BERM, POLICE DETAILS, SCRAPING AND CLEANING BACK EDGES, EXISTING PAVEMENT THICKNESS, TREE TRIMMING

\*\*BUDGET FIGURE ONLY\*\*

**Conditions****Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/13/2024

**T.L. Edwards, Inc.**  
100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507



# Estimate

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202844  
**Date:** 9/13/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Oriole Road AREA  
Oriole Rd., Robin Cir., Merrill St.,  
Winfisky Dr., Celiam Dr.,  
Stoughton, MA

This proposal is valid for up to 15 days from date of proposal.

**PAYMENT TERMS TO BE NEGOTIATED**

Sales Tax is not included in this Proposal

**Pricing is Subject to Confirmation of Scope and Layout Prior to Contract Agreement.**

All preparation for paving by others (Other than stated herein), All staking, layout and establishment of grades to be done by others. TL Edwards will not accept responsibility for improper engineering and or areas where no grades were indicated before commencement of work. Not responsible for puddling if grades are under 1%.

All traffic and safety control by others.

**Important Scheduling Information:**

After acceptance of this proposal contact our scheduling department at least 2 weeks before anticipated start date. **Scheduling Hours: Monday-Friday 7:00am-9:00am and 2:00pm-5:00pm** Call 508-583-2029 (Steve Edwards) or (Peter Starrett)

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
12	Bit Conc Driveways (Handwork)	96.0000	TN	160.0000	<b>15,360.00</b>
16	Cold Planing and Profiling	15,250.0000	SY	2.9000	<b>44,225.00</b>
4	Class 1 Bit Conc Pavement Leveling Course	1,275.0000	TN	92.8000	<b>118,320.00</b>
7	Class 1 Bit Conc Pavement Type I-1 Overlay	1,275.0000	TN	95.0000	<b>121,125.00</b>
8	Adjust Manhole and Catch Basin Frames	32.0000	EA	350.0000	<b>11,200.00</b>
9	Rebuild Manhole and Catch Basins	8.0000	EA	400.0000	<b>3,200.00</b>
	Non Bid Item Gate Box Adjusted	4.0000	EA	200.0000	<b>800.00</b>

**Estimated Total:** **\$314,230.00**

**Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/13/2024

**Additional Terms, Conditions and Provisions**

1. **Superior Document:** This proposal supersedes owner's purchase order, contract, or subcontract form and contains the entire agreement between the parties. Owner by issuing order (however denominated) relative to this proposal shall be deemed to have accepted this proposal and to be bound by the terms and conditions herein contained. Any modification hereof and any additional conditions, stipulations or terms applying hereto must be stated hereon or be in writing and signed by T.L. Edwards Inc.
2. **Payment and Interest:** Payment in full for all work performed hereunder during any month shall be made not later than the 10th day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after completion of such work. Interest at the rate on one and one half per month, or eighteen (18) per cent per annum, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.
- If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.
3. **Work Area-Work by Others:** We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with work by others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.
- If the paving work called for in this proposal is to be installed on a gravel base course provided by others, said base course must be satisfactory to and approved by T.L. Edwards Inc. prior to the start of our work. Rough grading of said gravel base course, within two inches of the required grades, plus or minus, shall be performed by others at no cost to T.L. Edwards Inc. Should T.L. Edwards Inc. be asked to do any work to bring the gravel course within the stated rough grading tolerance, this work will be an additional charge at the prescribed rental rates of the equipment used for this purpose. Any additional gravel needed for grading purposes will be supplied by others at no cost to T.L. Edwards Inc.
- All lines and grades shall be furnished and maintained by others at no cost to T.L. Edwards Inc. All engineering shall be provided by others at no cost to T.L. Edwards Inc.
4. **Cessation of Work:** The failure of the owner to any amount during the course of this contract shall be deemed sufficient cause for T.L. Edwards Inc. to cease all work under this contract until such amount due is paid.
5. **Liability:** We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities, or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated area of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
6. **Delay in Performance:** In the event our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event, we shall be relieved of any further obligation with respect to the balance of the work, and shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within thirty (30) days thereafter.
7. **Collection Expenses:** Owner will be charged for all reasonable collection expenses incurred by T.L. Edwards Inc. as a result of the owner's failure to pay amounts due under this contract. Said expenses are to include attorney's fees of thirty percent (30%) of the amount collected (or the maximum allowed by Massachusetts law if that be less) whether a trial be involved or not.
8. **Applicable Law:** This contract shall be interpreted and performed in accordance with the internal laws of the Commonwealth of Massachusetts. Any and all other considerations notwithstanding, it is clearly understood that an additional charge for the Massachusetts Sales Tax, where applicable, will be included as a part of all billings. Payments therefore will be included as part of all billings. Payments therefore will be included in and will be made on or before the due date of which it a part.
9. **Guarantee and Limitations:** All labor and material is guaranteed for a period of one year after each job phase is completed by T.L. Edwards Inc. T.L. Edwards Inc. will not be held responsible for any defects of labor and materials unless it is reported to T.L. Edwards Inc. in writing or within thirty (30) days of completion of each phase. Notice to be sent by registered mail to P.O. Box 507, Avon MA 02322. T.L. Edwards Inc. will not be held responsible for any puddles unless we have a minimum 1% grade.
- If unit prices are shown in this proposal, the amount to be paid to us shall be based on actual quotations of work performed by us as determined by field measurements taken as opposed to the estimates appearing herein.
10. **Term "Owner":** The term "Owner" as used herein shall be construed to mean the person, firm or corporation to whom the within proposal is submitted and where the context allows any person, firm or corporation in privity with the person, firm or corporation to which the proposal is submitted.
11. **Severability:** In the event that any provisions herein contained shall be deemed to be illegal or unenforceable such provision shall be deemed to be void but the rest of the proposal and the terms and conditions herein contained shall be deemed to be valid and binding upon the parties.
12. **This Contract** will be considered void if not accepted by our credit department.

**Acceptance:****By:****Title:****Date:****Authorized: T.L. Edwards, Inc.****By: Lenny Stewart****Title: SALES****Date: 9/13/2024**

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202842  
**Date:** 9/12/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Ewing Drive AREA  
Ewing Dr., Robichau Cir., Charles Ave.,  
Charles Ave. Ext., Halliden St & Pl.  
Stoughton, MA

**Scope of Work**

\*EWING DRIVE - From Charles Ave. to Golden Street  
@1050' x 29'/30'/32'/34' @ 4500 SY

\*ROBICHAU CIRCLE. - From Ewing Dr. to End  
@120' x 31'/33' PLUS 120' Diam Cir. @ 2200 SY

\*CHARLES AVE. - From Washington Street to End  
@ 1825' x 24'/26'/28' PLUS 55' Diam Cir. @ 6500 SY

\*CHARLES AVE. EXT. - From Charles Ave. to Dead End  
@535' x 24'/26'/27' @ 1700 SY

\*HALLIDEN STREET - From Washington Street to Dead End  
@535' x 26'/28'/34' @ 2300 SY

\*HALLIDEN PLACE - From Halliden Street to End  
@250' x 24'/26'/28' @ 1100 SY

AREA TOTAL APPROX 18300 SY

Mill Roadway, Level, Adjust Castings, Top Road, 12" CC Monolithic Berm /Spill Berm as Directed, Drive Aprons as Directed.

Remove and replace existing Molded Berm W/Sidewalk on section of Ewing Drive With New 12" Monolithic Cape Cod berm and Bit. Concrete Sidewalk as Directed.

\*\*NOTE\*\* DPW TO CONFIRM EXISTING PAVEMENT THICKNESS FOR MILLING APPLICATION, \*\*ALL BLOW OUT REPAIRS BY DPW\*\*\* DPW TO REMOVE EXISTING MOULDED BIT BERM.\*\*

EXCLUDES; BIT CONCRETE MOLDED BERM, POLICE DETAILS, SCRAPING AND CLEANING BACK EDGES, EXISTING PAVEMENT THICKNESS, TREE TRIMMING

\*\*BUDGET FIGURE ONLY\*\*

**Conditions****Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/12/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate****Sales:** Lenny Stewart **Phone:** 508-583-2029**Email:** LStewart@tledwards.net **Fax:** 508-588-7048**Proposal:** 2202842**Date:** 9/12/2024**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Ewing Drive AREA  
Ewing Dr., Robichau Cir., Charles Ave.,  
Charles Ave. Ext., Halliden St & Pl.  
Stoughton, MA

This proposal is valid for up to 15 days from date of proposal.

**PAYMENT TERMS TO BE NEGOTIATED**

Sales Tax is not included in this Proposal

**Pricing is Subject to Confirmation of Scope and Layout Prior to Contract Agreement.**

All preparation for paving by others (Other than stated herein), All staking, layout and establishment of grades to be done by others. TL Edwards will not accept responsibility for improper engineering and or areas where no grades were indicated before commencement of work. Not responsible for puddling if grades are under 1%.  
All traffic and safety control by others.

**Important Scheduling Information:**

After acceptance of this proposal contact our scheduling department at least 2 weeks before anticipated start date. **Scheduling Hours: Monday-Friday 7:00am-9:00am and 2:00pm-5:00pm** Call 508-583-2029 (Steve Edwards) or (Peter Starrett)

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>12 Bit Conc Driveways (Handwork)</b>		100.0000	TN	160.0000	<b>16,000.00</b>
<b>13 Bit. Concrete Sidewalk Reconstruction</b>		700.0000	SY	50.0000	<b>35,000.00</b>
<b>16 Cold Planing and Profiling</b>		18,300.0000	SY	2,9000	<b>53,070.00</b>
<b>4 Class 1 Bit Conc Pavement Leveling Course</b>		1,525.0000	TN	92.8000	<b>141,520.00</b>
<b>7 Class 1 Bit Conc Pavement Type I-1 Overlay</b>		1,525.0000	TN	95.0000	<b>144,875.00</b>
<b>8 Adjust Manhole and Catch Basin Frames</b>		55.0000	EA	350.0000	<b>19,250.00</b>
<b>9 Rebuild Manhole and Catch Basin</b>		10.0000	EA	400.0000	<b>4,000.00</b>
<b>Non Bid Item Gate Box Adjusted</b>		15.0000	EA	200.0000	<b>3,000.00</b>
<b>Non Bid Item 2 Compressor Rental W/Labor to Cut Limits of Work</b>		10.0000	HR	283.7500	<b>2,837.50</b>

**Estimated Total:** **\$419,552.50**

**Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**By: *Lenny Stewart*

Title: SALES

Date: 9/12/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate****Additional Terms, Conditions and Provisions**

1. **Superior Document:** This proposal supersedes owner's purchase order, contract, or subcontract form and contains the entire agreement between the parties. Owner by issuing order (however denominated) relative to this proposal shall be deemed to have accepted this proposal and to be bound by the terms and conditions herein contained. Any modification hereof and any additional conditions, stipulations or terms applying hereto must be stated hereon or be in writing and signed by T.L. Edwards Inc.

2. **Payment and Interest:** Payment in full for all work performed hereunder during any month shall be made not later than the 10th day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after completion of such work. Interest at the rate on one and one half per month, or eighteen (18) per cent per annum, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

3. **Work Area-Work by Others:** We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with work by others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

If the paving work called for in this proposal is to be installed on a gravel base course provided by others, said base course must be satisfactory to and approved by T.L. Edwards Inc. prior to the start of our work. Rough grading of said gravel base course, within two inches of the required grades, plus or minus, shall be performed by others at no cost to T.L. Edwards Inc. Should T.L. Edwards Inc. be asked to do any work to bring the gravel course within the stated rough grading tolerance, this work will be an additional charge at the prescribed rental rates of the equipment used for this purpose. Any additional gravel needed for grading purposes will be supplied by others at no cost to T.L. Edwards Inc.

All lines and grades shall be furnished and maintained by others at no cost to T.L. Edwards Inc. All engineering shall be provided by others at no cost to T.L. Edwards Inc.

4. **Cessation of Work:** The failure of the owner to any amount during the course of this contract shall be deemed sufficient cause for T.L. Edwards Inc. to cease all work under this contract until such amount due is paid.

5. **Liability:** We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities, or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated area of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

6. **Delay in Performance:** In the event our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event, we shall be relieved of any further obligation with respect to the balance of the work, and shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within thirty (30) days thereafter.

7. **Collection Expenses:** Owner will be charged for all reasonable collection expenses incurred by T.L. Edwards Inc. as a result of the owner's failure to pay amounts due under this contract. Said expenses are to include attorney's fees of thirty percent (30%) of the amount collected (or the maximum allowed by Massachusetts law if that be less) whether a trial be involved or not.

8. **Applicable Law:** This contract shall be interpreted and performed in accordance with the internal laws of the Commonwealth of Massachusetts. Any and all other considerations notwithstanding, it is clearly understood that an additional charge for the Massachusetts Sales Tax, where applicable, will be included as a part of all billings. Payments therefore will be included as part of all billings. Payments therefore will be included in and will be made on or before the due date of which it a part.

9. **Guarantee and Limitations:** All labor and material is guaranteed for a period of one year after each job phase is completed by T.L. Edwards Inc. T.L. Edwards Inc. will not be held responsible for any defects of labor and materials unless it is reported to T.L. Edwards Inc. in writing or within thirty (30) days of completion of each phase. Notice to be sent by registered mail to P.O. Box 507, Avon MA 02322

T.L. Edwards Inc. will not be held responsible for any puddles unless we have a minimum 1% grade.

If unit prices are shown in this proposal, the amount to be paid to us shall be based on actual quotations of work performed by us as determined by field measurements taken as opposed to the estimates appearing herein.

10. **Term "Owner":** The term "Owner" as used herein shall be construed to mean the person, firm or corporation to whom the within proposal is submitted and where the context allows any person, firm or corporation in privity with the person, firm or corporation to which the proposal is submitted.

11. **Severability:** In the event that any provisions herein contained shall be deemed to be illegal or unenforceable such provision shall be deemed to be void but the rest of the proposal and the terms and conditions herein contained shall be deemed to be valid and binding upon the parties.

12. **This Contract** will be considered void if not accepted by our credit department.

**Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/12/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202841  
**Date:** 9/12/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Holmes Ave. AREA  
Holmes Ave.,Lowe Ave Ext,Heelan Ave.  
Dexter St.,Fay Ave.,Golden St.  
Stoughton, MA

**Scope of Work**

\*HOLMES AVE. - From Central Street to Lowe Ave. Ext.  
@1375' x 28'/30' @ 4800 SY

\*LOWE AVE EXT. - From Golden Road to Dead End  
@1000 x 28'/29' @ 3500 SY

\*HEELAN AVE. - From Holmes Ave. to Golden Road  
@ 850' x 28'/30' @ 3200 SY

\*DEXTER STREET - From Golden Rd. to Heelan Ave.  
@415 x 26'/28'/30' @ 1650 SY

\*FAY AVE. - From Dexter Street to Holmes Ave.  
@460' x 28' @ 1750 SY

\*GOLDEN ROAD - From Central Street to End (Circle W/Island)  
@2425' x 28'/30'/31'/40'/42' @9450 SY

AREA TOTAL APPROX 24350 SY

Mill Roadway,Level,Adjust Castings, Top Road,12" CC Monolithic Berm /Spill Berm as Directed, Drive Aprons as Directed.

\*\*NOTE\*\*DPW TO CONFIRM EXISTING PAVEMENT THICKNESS FOR MILLING APPLICATION,\*\*ALL BLOW OUT REPAIRS BY DPW\*\*\*DPW TO REMOVE EXISTING MOULDED BIT BERM.\*\*

EXCLUDES; BIT CONCRETE MOLDED BERM,POLICE DETAILS,SCRAPING AND CLEANING BACK EDGES,EXISTING PAVEMENT THICKNESS, TREE TRIMMING

\*\*BUDGET FIGURE ONLY\*\*

**Conditions****Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/12/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate****Sales:** Lenny Stewart **Phone:** 508-583-2029**Email:** LStewart@tledwards.net **Fax:** 508-588-7048**Proposal:** 2202841**Date:** 9/12/2024**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Holmes Ave. AREA  
Holmes Ave.,Lowe Ave Ext,Heelan Ave.  
Dexter St.,Fay Ave.,Golden St.  
Stoughton, MA

This proposal is valid for up to 15 days from date of proposal.

**PAYMENT TERMS TO BE NEGOTIATED**

Sales Tax is not included in this Proposal

**Pricing is Subject to Confirmation of Scope and Layout Prior to Contract Agreement.**

All preparation for paving by others (Other than stated herein). All staking, layout and establishment of grades to be done by others. TL Edwards will not accept responsibility for improper engineering and or areas where no grades were indicated before commencement of work. Not responsible for puddling if grades are under 1%.

All traffic and safety control by others.

**Important Scheduling Information:**

After acceptance of this proposal contact our scheduling department at least 2 weeks before anticipated start date. **Scheduling Hours:** Monday-Friday 7:00am-9:00am and 2:00pm-5:00pm Call 508-583-2029 (Steve Edwards) or (Peter Starrett)

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>12 Bit Conc Driveways (Handwork)</b>		175.0000	TN	160.0000	<b>28,000.00</b>
<b>16 Cold Planing and Profiling</b>		24,350.0000	SY	2.9000	<b>70,615.00</b>
<b>4 Class 1 Bit Conc Pavement Leveling Course</b>		2,010.0000	TN	92.8000	<b>186,528.00</b>
<b>7 Class 1 Bit Conc Pavement Type I-1 Overlay</b>		2,010.0000	TN	95.0000	<b>190,950.00</b>
<b>8 Adjust Manhole Catch Basins Frames</b>		82.0000	EA	350.0000	<b>28,700.00</b>
<b>9 Rebuild Manhole and Catch Basins</b>		15.0000	EA	400.0000	<b>6,000.00</b>
<b>Non Bid Item Gate Box Adjusted</b>		37.0000	EA	200.0000	<b>7,400.00</b>

**Estimated Total:** **\$518,193.00**

**Acceptance:****By:****Title:****Date:****Authorized: T.L. Edwards, Inc.****By:** *Lenny Stewart***Title:** SALES**Date:** 9/12/2024

**Additional Terms, Conditions and Provisions**

**1. Superior Document:** This proposal supersedes owner's purchase order, contract, or subcontract form and contains the entire agreement between the parties. Owner by issuing order (however denominated) relative to this proposal shall be deemed to have accepted this proposal and to be bound by the terms and conditions herein contained. Any modification hereof and any additional conditions, stipulations or terms applying hereto must be stated hereon or be in writing and signed by T.L. Edwards Inc.

**2. Payment and Interest:** Payment in full for all work performed hereunder during any month shall be made not later than the 10th day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after completion of such work. Interest at the rate on one and one half per month, or eighteen (18) per cent per annum, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

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**4. Cessation of Work:** The failure of the owner to any amount during the course of this contract shall be deemed sufficient cause for T.L. Edwards Inc. to cease all work under this contract until such amount due is paid.

**5. Liability:** We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities, or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated area of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

**6. Delay in Performance:** In the event our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event, we shall be relieved of any further obligation with respect to the balance of the work, and shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within thirty (30) days thereafter.

**7. Collection Expenses:** Owner will be charged for all reasonable collection expenses incurred by T.L. Edwards Inc. as a result of the owner's failure to pay amounts due under this contract. Said expenses are to include attorney's fees of thirty percent (30%) of the amount collected (or the maximum allowed by Massachusetts law if that be less) whether a trial be involved or not.

**8. Applicable Law:** This contract shall be interpreted and performed in accordance with the internal laws of the Commonwealth of Massachusetts. Any and all other considerations notwithstanding, it is clearly understood that an additional charge for the Massachusetts Sales Tax, where applicable, will be included as a part of all billings. Payments therefore will be included as part of all billings. Payments therefore will be included in and will be made on or before the due date of which it a part.

**9. Guarantee and Limitations:** All labor and material is guaranteed for a period of one year after each job phase is completed by T.L. Edwards Inc. T.L. Edwards Inc. will not be held responsible for any defects of labor and materials unless it is reported to T.L. Edwards Inc. in writing or within thirty (30) days of completion of each phase. Notice to be sent by registered mail to P.O. Box 507, Avon MA 02322

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**11. Severability:** In the event that any provisions herein contained shall be deemed to be illegal or unenforceable such provision shall be deemed to be void but the rest of the proposal and the terms and conditions herein contained shall be deemed to be valid and binding upon the parties.

**12. This Contract** will be considered void if not accepted by our credit department.

**Acceptance:****By:****Title:****Date:****Authorized: T.L. Edwards, Inc.****By:***Lenny Stewart***Title: SALES****Date: 9/12/2024**

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202840  
**Date:** 9/11/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Ruth Road AREA  
Ruth Rd.,Ronald Way,Deady Ave.,  
Trowbridge Cir.,Lillian Rd.,Meadow Brook  
Stoughton, MA

**Scope of Work**

\*RUTH ROAD - From Pine Street to End  
@740' x 29'/30'/32' PLUS 110' Diam Circle @ 3900 SY

\*RONALD WAY - From Ruth Road to End  
@165' x 30'/32' PLUS 112' Diam Circle @ 1900 SY

\*DEADY AVE. - From Pine Street to Dead End  
@ 1400' x 28'/30'

@ 4900 SY

\*TROWBRIDGE CIRCLE - From Deady Ave. to Deady Ave.  
@1390' x 28'/30'

@ 4900 SY

\*LILLIAN ROAD - From York Street to End  
@460' x 24'/26'/28' PLUS 110' Diam Cir W/Island @ 2600 SY

\*MEADOW BROOK LANE - From Pine Street to Dead End  
@510' x 24'/26'/28' @ 1800 SY

AREA TOTAL APPROX 20000 SY

Mill Roadway,Level,Adjust Castings, Top Road,12" CC Monolithic Berm /Spill Berm as Directed, Drive Aprons as Directed.

\*\*NOTE\*\*DPW TO CONFIRM EXISTING PAVEMENT THICKNESS FOR MILLING APPLICATION,\*\*ALL BLOW OUT REPAIRS BY DPW\*\*\*\*DPW TO REMOVE EXISTING MOULDED BIT BERM.\*\*

EXCLUDES; BIT CONCRETE MOLDED BERM,POLICE DETAILS,SCRAPING AND CLEANING BACK EDGES,EXISTING PAVEMENT THICKNESS, TREE TRIMMING

\*\*BUDGET FIGURE ONLY\*\*

**Conditions**

**Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**

By: *Lenny Stewart*

Title: SALES

Date: 9/11/2024

**T.L. Edwards, Inc.**

100R Wales Ave  
PO Box 507  
Avon, MA 02322-0507

**Estimate**

**Sales:** Lenny Stewart **Phone:** 508-583-2029  
**Email:** LStewart@tledwards.net **Fax:** 508-588-7048

**Proposal:** 2202840  
**Date:** 9/11/2024

**To:**

Town Of Stoughton  
Attn: Richard Jasmin  
10 Pearl Street  
Stoughton, MA 02072

**Project:**

Stoughton DPW Ruth Road AREA  
Ruth Rd.,Ronald Way,Deady Ave.,  
Trowbridge Cir.,Lillian Rd.,Meadow Brook  
Stoughton, MA

This proposal is valid for up to 15 days from date of proposal.

**PAYMENT TERMS TO BE NEGOTIATED**

Sales Tax is not included in this Proposal

**Pricing is Subject to Confirmation of Scope and Layout Prior to Contract Agreement.**

All preparation for paving by others (Other than stated herein), All staking, layout and establishment of grades to be done by others. TL Edwards will not accept responsibility for improper engineering and or areas where no grades were indicated before commencement of work. Not responsible for puddling if grades are under 1%.

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Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>12 Bit Conc Driveways (Handwork)</b>		150.0000	TN	160.0000	<b>24,000.00</b>
<b>16 Cold Planing and Profiling</b>		20,000.0000	SY	2.9000	<b>58,000.00</b>
<b>4 Class 1 Bit Conc Pavement Leveling Course</b>		1,650.0000	TN	92.8000	<b>153,120.00</b>
<b>7 Class 1 Bit Conc Pavement Type I-1 Overlay</b>		1,650.0000	TN	95.0000	<b>156,750.00</b>
<b>8 Adjust Manhole and Catch Basin Frames</b>		64.0000	EA	350.0000	<b>22,400.00</b>
<b>9 Rebuild Manhole and Catch Basins</b>		12.0000	EA	400.0000	<b>4,800.00</b>
<b>Non BID Item Gate Box Adjusted</b>		18.0000	EA	200.0000	<b>3,600.00</b>

**Estimated Total:** **\$422,670.00**

**Acceptance:**

**By:**

**Title:**

**Date:**

**Authorized: T.L. Edwards, Inc.**

**By:** *Lenny Stewart*

**Title:** SALES

**Date:** 9/11/2024

**Additional Terms, Conditions and Provisions**

1. **Superior Document:** This proposal supersedes owner's purchase order, contract, or subcontract form and contains the entire agreement between the parties. Owner by issuing order (however denominated) relative to this proposal shall be deemed to have accepted this proposal and to be bound by the terms and conditions herein contained. Any modification hereof and any additional conditions, stipulations or terms applying hereto must be stated hereon or be in writing and signed by T.L. Edwards Inc.

2. **Payment and Interest:** Payment in full for all work performed hereunder during any month shall be made not later than the 10th day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after completion of such work. Interest at the rate on one and one half per month, or eighteen (18) per cent per annum, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

3. **Work Area-Work by Others:** We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with work by others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

If the paving work called for in this proposal is to be installed on a gravel base course provided by others, said base course must be satisfactory to and approved by T.L. Edwards Inc. prior to the start of our work. Rough grading of said gravel base course, within two inches of the required grades, plus or minus, shall be performed by others at no cost to T.L. Edwards Inc. Should T.L. Edwards Inc. be asked to do any work to bring the gravel course within the stated rough grading tolerance, this work will be an additional charge at the prescribed rental rates of the equipment used for this purpose. Any additional gravel needed for grading purposes will be supplied by others at no cost to T.L. Edwards Inc.

All lines and grades shall be furnished and maintained by others at no cost to T.L. Edwards Inc. All engineering shall be provided by others at no cost to T.L. Edwards Inc.

4. **Cessation of Work:** The failure of the owner to any amount during the course of this contract shall be deemed sufficient cause for T.L. Edwards Inc. to cease all work under this contract until such amount due is paid.

5. **Liability:** We shall not be responsible for, and you agree to hold us harmless from any liability resulting from damages to utilities or other facilities, or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated area of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

6. **Delay in Performance:** In the event our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event, we shall be relieved of any further obligation with respect to the balance of the work, and shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within thirty (30) days thereafter.

7. **Collection Expenses:** Owner will be charged for all reasonable collection expenses incurred by T.L. Edwards Inc. as a result of the owner's failure to pay amounts due under this contract. Said expenses are to include attorney's fees of thirty percent (30%) of the amount collected (or the maximum allowed by Massachusetts law if that be less) whether a trial be involved or not.

8. **Applicable Law:** This contract shall be interpreted and performed in accordance with the internal laws of the Commonwealth of Massachusetts. Any and all other considerations notwithstanding, it is clearly understood that an additional charge for the Massachusetts Sales Tax, where applicable, will be included as a part of all billings. Payments therefore will be included as part of all billings. Payments therefore will be included in and will be made on or before the due date of which it a part.

9. **Guarantee and Limitations:** All labor and material is guaranteed for a period of one year after each job phase is completed by T.L. Edwards Inc. T.L. Edwards Inc. will not be held responsible for any defects of labor and materials unless it is reported to T.L. Edwards Inc. in writing or within thirty (30) days of completion of each phase. Notice to be sent by registered mail to P.O. Box 507, Avon MA 02322

T.L. Edwards Inc. will not be held responsible for any puddles unless we have a minimum 1% grade.

If unit prices are shown in this proposal, the amount to be paid to us shall be based on actual quotations of work performed by us as determined by field measurements taken as opposed to the estimates appearing herein.

10. **Term "Owner":** The term "Owner" as used herein shall be construed to mean the person, firm or corporation to whom the within proposal is submitted and where the context allows any person, firm or corporation in privity with the person, firm or corporation to which the proposal is submitted.

11. **Severability:** In the event that any provisions herein contained shall be deemed to be illegal or unenforceable such provision shall be deemed to be void but the rest of the proposal and the terms and conditions herein contained shall be deemed to be valid and binding upon the parties.

12. **This Contract** will be considered void if not accepted by our credit department.

**Acceptance:**

By:

Title:

Date:

**Authorized: T.L. Edwards, Inc.**By: *Lenny Stewart*Title: **SALES**Date: **9/11/2024**



# Article 8



## Article Narrative

### **Adopt MGL Chapter 44, S. 28C (f) - Tax and Excise Collections**

There are different legal authorities that authorize towns to assess, collect and, if necessary, lien municipal utility charges. G.L. c. 44, § 28C(f) authorizes towns to establish and collect fees and charges for any solid waste disposal facilities or services but provides that, in collecting and enforcing solid waste fees and charges, communities have all "the powers and privileges granted to them by law with respect to any similar fee or other charge including but not limited to ...[ those] granted ... under the provisions of" G.L. c. 40, §§ 42A-42F and G.L. c. 83, §§ 16A-16F. Those statutes establish a lien, which arises automatically by operation of law, for delinquent water and sewer charges and permit collection of those charges by adding them to the real estate tax on the property. In order to use those collection procedures, Stoughton must first accept the statutes. Currently, Stoughton must record separate liens for trash service charges, but adoption of these statutes would allow the Town to collect those charges by adding them to the property tax bills in the same manner as unpaid water and sewer charges and record a single lien, if necessary, inclusive of any such outstanding charges.



# Article 9





# Informational GUIDELINE Release

Commissioner Stephen W. Kidder  
Deputy Commissioner Edward J. Collins, Jr.

Bureau of Local Assessment  
Informational Guideline Release (IGR) No. 90-401  
March 1990

## ASSESSMENT OF NEW CONSTRUCTION

### Section 40 of Chapter 653 of the Acts of 1989 (Amending G.L. Ch. 59 §2A(a))

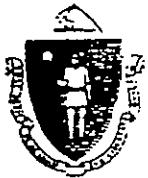
This Informational Guideline Release informs local officials about a new local option law that permits new construction or other physical additions to real property occurring by June thirtieth to be valued and assessed for the fiscal year beginning on July first.

#### Topical Index Key:

Assessment Administration  
and Standards

#### Distribution:

Assessors  
Mayors/Selectmen  
City/Town Managers/Exec. Secys.  
Finance Directors  
Finance Committees  
City/Town Councils  
City Solicitors/Town Counsels



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF REVENUE  
DIVISION OF LOCAL SERVICES

STEPHEN W. KIDDER  
COMMISSIONER

EDWARD J. COLLINS, JR.  
DEPUTY COMMISSIONER

BUREAU OF LOCAL ASSESSMENT

INFORMATIONAL GUIDELINE  
RELEASE NO. 90-401

ISSUED: March 1990

ASSESSMENT OF NEW CONSTRUCTION

Section 40 of Chapter 653 of the Acts of 1989  
(Amending G.L. Ch. 59 §2A(a))

SUMMARY:

This legislation allows cities and towns that accept its provisions to assess new buildings, structures, or other physical improvements added to real property between January second and June thirtieth for the fiscal year beginning on July first. As a result, new construction or improvements built on the parcel during the first six months of the year will now be reflected in the assessed valuation of the parcel a fiscal year earlier. However, the statute does not change the January first assessment date. The taxable unit, ownership and value of real estate parcels will still be determined as of January first.

The assessment of personal property is not effected by this legislation.

The purpose of this legislation is to reduce the delay that now occurs between the construction and taxation of new buildings and other improvements to real estate.

GUIDELINES:

A. LOCAL ACCEPTANCE

1. Vote of Legislative Body

Only cities and towns that have accepted this legislation may assess new construction or improvements built by June thirtieth immediately in the next fiscal year. Acceptance requires a majority vote of town meeting, town council or city council.

2. Effective Date

The statute will be effective for fiscal year 1991 in cities and towns that accept it before July 1, 1990, unless another fiscal year is specifically designated in the acceptance vote. The statute will not be effective until FY92 in any city or town that accepts its provisions on or after July 1, 1990.

3. Notice of Acceptance

If a community accepts the statute, the city or town clerk should notify the Bureau of Local Assessment by submitting a "Notification of Acceptance" (Attached).

B. ASSESSMENT OF REAL ESTATE

In a community that accepts the statute, the assessment of real estate parcels will be based on the buildings, structures and other physical improvements that are part of the parcel on June thirtieth instead of those that are part of the parcel on January first. Therefore, assessors should adjust their schedules and procedures for reviewing new construction and demolitions so that property record cards reflect the buildings, structures or other physical improvements that are part of each parcel of real property on June thirtieth, as well as their physical condition and utility on that date.

1. New Construction, Additions and Alterations

If a parcel has been the subject of any construction activity, during the first six months of the year, the new buildings, additions, renovations or other physical improvements existing on June thirtieth will now be assessed and taxed a fiscal year earlier.

Example. A property consisted of vacant land as of January 1, 1989. In the fall of 1989, construction of a new single family house begins. As of January 1, 1990, the foundation has been completed. Work resumes in the spring and on June 30, 1990, the house is 75% complete.

In cities and towns that accept the statute, the land and partially completed house existing on the land on June 30, 1990 would be assessed and taxed for FY91. In cities and towns that do not accept the statute, the land and foundation only would be assessed and taxed for FY91.

2. Destruction or Damage

If any buildings, structures or other physical improvements on a parcel have been removed, destroyed or damaged during the the first six months of the year, those improvements are to be assessed and taxed based on their physical characteristics and condition on June thirtieth.

Example No. 1. A property consisted of land and a single family home as of January 1, 1990. On June 1, 1990, the house is partially damaged by a fire and as of June 30, 1990, no repairs have been made.

In cities and towns that accept the statute, the land and partially damaged house would be assessed and taxed for FY91. In cities and towns that do not accept the statute, the land and undamaged house would continue to be assessed and taxed for FY91.

Example No. 2. The same facts as above except that the house is completely destroyed by the fire. In the spring, the parcel is cleared and construction of a replacement house begins. As of June 30, 1990, the replacement house is 50% complete.

In cities and towns that accept the statute, the land and the partially completed replacement house existing on the property on June 30, 1990 will be assessed and taxed for FY91. In cities and towns that do not accept the statute, the land and the original house existing on the property on January 1, 1990 would be assessed and taxed for FY91.

C. VALUATION

Once the assessors in communities accepting the statute have determined the buildings, structures or other physical improvements to be assessed for the year, they will appraise them as of January first. The fair market value of all taxable real property is to be determined as of January first. All valuation schedules should continue to reflect market conditions as of January first. In addition, any changes in zoning, availability of municipal and utility services or other factors relevant to the value of a particular parcel must still occur by January first to be reflected in the assessed valuation of the property for the fiscal year. Any value increases or decreases attributable to changes in market conditions or other factors will not be reflected until the following year's assessment.

Example. Taxpayer A owns a vacant lot that was subdivided and provided with all necessary utilities several years ago. As of January 1, 1990, the lot was still vacant, but a new single family house is constructed on the parcel during the spring and is complete as of June 30, 1990. The assessors determine that the value of the land and house as of January 1, 1990 would be \$200,000. In May 1990, a significant nuisance developed near the property which adversely affects its value.

Since the change in the market conditions for this type of property did not occur by January 1, 1990, the assessors in communities accepting the statute will continue to assess the property at \$200,000 for FY91. Any decrease in value attributable to the change in market conditions will be reflected in the FY92 assessed valuation of the parcel.

D. TAXABLE PARCEL

Real estate taxes will continue to be assessed annually as of January first for the fiscal year that begins on the next July first. Therefore, the taxable unit or parcel, ownership and usage classification of real estate parcels will still be determined as of January first.

1. Taxable Unit or Parcel

The assessors will continue to determine what constitutes the taxable unit or parcel, as well as its ownership, as of January first. This means that any changes in the taxable unit occurring because of land splits and subdivisions or conversion to condominium units must still occur by January first to be reflected in the assessment roll for the fiscal year. In addition, any increase in value attributable to those types of changes in the legal status of the property will be reflected in the next fiscal year's valuation and assessment.

Example No. 1. On January 1, 1989, Developer A owned a 10 acre parcel of vacant land. On February 1, 1990, the planning board approved a subdivision plan for the property, which was recorded at the Registry of Deeds on March 1, 1990. The plan divided the property into 5 lots. As of June 30, 1990, the entire 10 acres remained vacant.

The approval and recording of the subdivision plan affects the legal status of the property, but does not constitute a physical addition to the real estate. Therefore, since the change in taxable unit made by the subdivision plan did not occur before January 1, 1990, the assessors in communities accepting the statute would continue to assess the property as a single 10 acre parcel to Developer A for FY91. Moreover, any increase in the value of the parcel attributable to the subdivision would not be included in the FY91 assessed valuation of the parcel. In FY92, the assessors would assess the property as 5 separate parcels and any increased value due to the subdivision of the property would be reflected in the assessed valuation of those 5 parcels.

Example No. 2. The same facts as above except that Developer A sold one of the lots to Taxpayer B on April 1, 1990 and immediately began constructing a single family house on the lot. As of June 30, 1990, the house was 50% complete.

As in the example above, the assessors in communities accepting the statute would continue to assess the property as a single 10 acre parcel to Developer A in FY91 and any increase in the land value attributable to the subdivision could not be included in the FY91 assessed valuation of the parcel. However, because the construction activity has resulted in a physical addition to the real estate, the value of the partially constructed house would be included in the FY91 assessed valuation of the parcel.

## 2. Usage Classification

The assessors will continue to determine the usage classification of real property as residential, open space, commercial or industrial property as of January first. This means that any changes in the use of property actually existing on January first must still occur by that date to be reflected in the assessment for the fiscal year.

However, if property has been the subject of construction activity or other change in physical characteristics or condition during the first six months of the year, the assessors would determine its usage classification as if the changes in the property had occurred by January first. The use of the property on June thirtieth will be deemed to be the use on January first.

Example. A property consisted of land and a single family home as of January 1, 1990. The property owner, a doctor, built an addition onto the house during the spring and began using it as his office on June 1, 1990.

In cities and towns that accept the statute, the property will be classified for FY91 as if the addition existed on January 1, 1990. This means that the new addition will be classified as commercial and the rest of the property will continue to be classified as residential. In cities and towns that do not accept the statute, the new addition would not be assessed for FY91 and therefore, the entire parcel would continue to be classified as residential.

E. LEVY LIMIT INCREASE FOR TAX BASE GROWTH

The legislation does not change the criteria for determining and calculating the amount of increase permitted in the annual levy limit for allowable tax base growth under Proposition 2 1/2. However, acceptance of the statute will result in certain allowable tax base growth for construction activity becoming part of the community's levy limit base a year earlier. Those types of tax base growth are: (1) new dwelling units, (2) increases of at least 50% for residential property, and (3) increases of at least \$100,000 or 50% for commercial or industrial property.

Assessors in communities accepting the statute should develop procedures for tracking allowable tax base growth to ensure it is reported in the proper fiscal year, particularly for those parcels that may qualify for more than one fiscal year. For example, if a parcel has been subdivided and had a house built upon it during the first six months of 1990, the growth due to the construction activity would be allowable in FY91, while the growth attributable to the subdivision would be allowable in FY92.

\_\_\_\_\_  
(City/Town)

NOTIFICATION OF ACCEPTANCE

Chapter 653, Section 40 of the Acts of 1989

(Assessment of New Construction)

The Commissioner of Revenue is hereby notified that

\_\_\_\_\_, by action of the \_\_\_\_\_ on  
(city/town) \_\_\_\_\_ (governmental body)

\_\_\_\_\_, has accepted the provisions of Chapter 653  
§40 of the Acts of 1989, to commence with fiscal year \_\_\_\_\_.

\_\_\_\_\_  
(City/Town Clerk)

\_\_\_\_\_  
(Date)

PLEASE ATTACH A CERTIFIED COPY OF THE VOTE AND SUBMIT TO:

Bureau of Local Assessment  
Division of Local Services  
200 Portland Street  
Boston MA 02114-1715

# Article 10



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

**IMPORTANT:** Before filling out this application, please submit the pre-application of your project to the Community Preservation Committee (CPC) via Program Administrator Barry Kassler at [bkassler@Stoughton-MA.gov](mailto:bkassler@Stoughton-MA.gov) to determine its eligibility for Community Preservation Act (CPA) funds. Submit the pre-application by **September 25\*\***, and at least 7 days prior to the next meeting of the CPC. The applicant will be invited to a CPC meeting for a review of the project summary, and, if eligible, to give a full presentation on the project.

Please email a pdf of the full application with all supporting documents to [bkassler@Stoughton-MA.gov](mailto:bkassler@Stoughton-MA.gov) at **least 7 days prior to your CPC presentation**. Applications received via email by **October 25\*\*** will be eligible for recommendation at the next Annual Town Meeting in the spring.

*(\*\*Late applicants may apply for "Urgent Review" if outside these deadlines, subject to CPC approval. See Item 13 of the Project Narrative on the next page.)*

**Check one or more Project Categories as applicable:**

Community Housing       Historic Preservation       Open Space       Recreation

**Project Name:** Halloran Multi-Sport Court (supplemental funding)

**Project Location: Street Address:** Halloran Park, Pierce Street

**Assessor's Map & Lot #:** 066-030

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

**Project Sponsor(s)/Organization:** Recreation Dept.

**Contact Name:** Matt Cauchon

**Telephones:** 781-344-1300 x9244

**Email:** mcauchon@Stoughton-MA.gov

**Mailing Address:** 15 Pleasant St.

**Project Sponsor's Signature:**

**Date:** 8/27/24

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

	First FY	Second FY	Third FY	Total
<b>Total Project Cost</b>				474,000
<b>Amount of Other Funding</b>				25,000
<b>Sources of Other Funding</b>				State
<b>CPA Funds Requested:</b>				164,400

**Is this request contingent on other funding?**

Yes

No

(If yes, explain in response to Question 5 below)

**PROJECT NARRATIVE** Please provide the following information:

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

The purpose of this project is for supplemental funding for the Halloran Park Multi-sport court that was approved unanimously by annual town meeting 2022. The project proposed will expand the basketball courts at Halloran Park and add street hockey boards around the courts to add a new experience. The courts will also be surfaced with post tension concrete which will prolong the life of the surface saving the town money in future repairs and downtime of use.

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

This project will enhance the courts at Halloran park and enhance experiences by adding a new element with street hockey boards. The court currently at Halloran is cracking with low spots with outdated basketball hoops. This is a public facility at a public park that can be used by all residents.

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

The Multi-sport court will add a new feature to Halloran park which sits centrally located in town, is accessible by walking and is frequently used. Currently the court there now is the only public basketball court outside of the public schools. This court is in need of repair and adding the multi-sport court will provide a second court and will significantly reduce the maintenance required with the post tension concrete. This court is used daily by residents for basketball, fitness classes, and Recreation Dept. programming.

The addition of the dasher boards will create a public space for street hockey in the community. Through affordable recreational programming this space will be able to enhance Stoughton's hockey program and provide access to a sport that some children would not be able to participate in otherwise due to cost and ability to skate.

**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. All plans are available at: <https://www.stoughton.org/413/CPA-Fund-Application-Forms>

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

-Section 7- D.1 Short and long range maintenance/improvement plan- Page 92

Maintaining and improving existing facilities is the town's top priority. Because public parks and open space are part of the town's public face and have significant impact on its sense of place.

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 II: Assessment, recommendations, and implementation plan (2015)-page 118

The town must maintain and secure 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.

**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.**

We received an additional \$25,000 from the state towards the project and DPW will be dismantling the existing court.

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

The project unanimously passed town meeting in 2022 and passed Finance, municipal Ops, and full planning board approval.

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

All permits and design work have been completed.

**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).**

Please see attached, we took the average from the two lowest bids and added a 20% contingency. We then took away \$25,000 (monies we received from the state) to lower the ask from CPA.

**9. What are your project costs based on? Obtain written quotes for project costs whenever possible. (NOTE: For any acquisition of an interest in real estate, property value will need to be established by the Town through procedures "customarily accepted by the appraising profession as valid", per Section 5 (f) of MGL Chapter 44B. CPA funds may be requested to pay for the appraisal. Appraisals must be commissioned by the Town to comply with the statute.)**

Bids from March 2024 (please see attached)

**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?**

Recreation dept. Will maintain the courts.

**11. Provide a project schedule showing all major project milestones and supporting information and/or explanation for the project's estimated timeline. Applicant and Program Administrator will prepare and file a Project Close-Out at the conclusion of the project.**

Once the project is approved from Town Meeting we can go back out to bid, as we already have bid docs ready. Once DPW is able to dismantle the site then a contractor can come in and start the work.

**12. Provide a financial statement of your organization's income and expenses for the past three years.**

**13. 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 Dept. has completed CPA projects from Halloran park, Levitz playground, and the backstop of Novello.

**14. If your project requires more immediate action than the normal deadlines would allow, you must file an Application for Urgent Review. Urgent Review will be subject to a separate CPC vote.**

Halloran Multi-Sport Court		
Estimated Project Cost	\$430,000	
Contingency	\$44,000	
Total Cost	\$474,000	
Less Prev. CPA Grant Balance	-\$284,600	
Less State Grant	-\$25,000	
	-\$309,600	
Net Request	\$164,400	

Matt Caucher 8.27.24





Matthew Cauchon <mcauchon@stoughton-ma.gov>

## Multi Use Courts Halloran Park

1 message

Fran Bruttaniti <fbruttaniti@stoughton-ma.gov>

Thu, Mar 21, 2024 at 3:45 PM

To: Matthew Cauchon <mcauchon@stoughton-ma.gov>

Cc: Craig Horsfall <chorsfall@stoughton-ma.gov>, Nick Dufresne <ndufresne@stoughton-ma.gov>

As you are aware, today was the bid opening for Multi Use Courts Halloran Park

The bids came in as follows:

Hindings Tennis	\$392,000.00
RAD Sports	\$398,792.40
Argus Constr.	\$506,650.00
Tasco Constr.	\$727,900.00

Typically when the bids come in higher than our estimate (or budget amount) we cancel the bid and rebid with a modified scope of work or, we just cancel the bid.

Matt, please let me know if you can move forward to contract for this project and I will do reference checks on the lowest responses etc

Fran

--  
*Fran Bruttaniti*  
Procurement Officer  
Town of Stoughton  
**10 Pearl Street**  
**Stoughton, MA 02072**  
Direct Line: (781)232-9364  
781-341-1300 x9164

### 4 attachments

**Argus Construction.pdf**  
670K

**Tasco Construction.pdf**  
925K

**R.A.D. Sports.pdf**  
1163K

**Hindling Tennis.pdf**  
4007K



Matthew Cauchon <mcauchon@stoughton-ma.gov>

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## Stoughton Rec Project

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Phillips, Edward - Rep. (HOU) <Edward.Philips@mahouse.gov>  
To: Matthew Cauchon <mcauchon@stoughton-ma.gov>

Thu, Jul 25, 2024 at 12:51 PM

Matt:

Hope the summer is going well! Though I haven't had much luck in finding grant opportunities for the Halloran Park project, I was successful in working with Bill and Walter to include \$25,000 in this year's state budget, which we just put on the Governor's Desk last week. As soon as she signs it, we can start talking about getting them to cut the check as fast as possible, but I wanted to let you know that we at least knocked the price tag down a little before you have to go to the Fall Town Meeting. Hope this helps!

Best,

Ted

**From:** Matthew Cauchon <[mcauchon@stoughton-ma.gov](mailto:mcauchon@stoughton-ma.gov)>  
**Sent:** Thursday, March 21, 2024 4:12 PM  
**To:** Phillips, Edward - Rep. (HOU) <[Edward.Philips@mahouse.gov](mailto:Edward.Philips@mahouse.gov)>  
**Subject:** Stoughton Rec Project

You don't often get email from [mcauchon@stoughton-ma.gov](mailto:mcauchon@stoughton-ma.gov). Learn why this is important

Hey Ted,

[Quoted text hidden]





# Article 11





Town of Stoughton, Massachusetts  
Community Preservation Committee

## Full Application to Request CPA Funds

**IMPORTANT:** Before filling out this application, please submit the pre-application of your project to the Community Preservation Committee (CPC) via Program Administrator Barry Kassler at [bKassler@Stoughton-MA.gov](mailto:bKassler@Stoughton-MA.gov) to determine its eligibility for Community Preservation Act (CPA) funds. Submit the pre application by **September 25\*\***, and at least 7 days prior to the next meeting of the CPC. The applicant will be invited to a CPC meeting for a review of the project summary, and, if eligible, to give a full presentation on the project.

Please email a pdf of the full application with all supporting documents to [bKassler@Stoughton-MA.gov](mailto:bKassler@Stoughton-MA.gov) at least 7 days prior to your CPC presentation. Applications received via email by **October 25\*\*** will be eligible for recommendation at the next Annual Town Meeting in the spring.

*(\*\*Late applicants may apply for "Urgent Review" if outside these deadlines, subject to CPC approval. See Item 13 of the Project Narrative on the next page.)*

**Check one or more Project Categories as applicable:**

Community Housing       Historic Preservation       Open Space       Recreation

**Project Name:** Glen Echo Recreational Conservation Restriction

**Project Location: Street Address:** Glen Echo Blvd

**Assessor's Map & Lot #:** 70/104,128,129; 82/34

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

**Project Sponsor(s)/Organization:** Community Preservation Committee

**Contact Name:** Barry Kassler

**Telephones:** \_\_\_\_\_

**Email:** bKassler@Stoughton-MA.gov

**Mailing Address:** 10 Pearl St, Stoughton

**Project Sponsor's Signature:** Barry Kassler

**Date:** 9/10/24

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

	First FY	Second FY	Third FY	Total
<b>Total Project Cost</b>				<b>30,000</b>
Amount of Other Funding				
Sources of Other Funding				
<b>CPA Funds Requested:</b>				<b>30,000</b>

**Is this request contingent on other funding?**

Yes

No

(If yes, explain in response to Question 5 below)

## PROJECT NARRATIVE

Please provide the following information:

1. A detailed description of the project: What is the purpose and scope of the project?
2. How does the project preserve or enhance Stoughton's community character?
3. Demonstrate the community need for the project.
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. All plans are available at:  
<https://www.stoughton.org/413/CPA-Fund-Application-Forms>
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.
6. What is the nature and level of community support for this project? Please describe support in narrative and also attached letters of support.
7. Will your project need any permits? Please describe the nature of permits and inspections required and schedule of reviews, if possible.
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).
9. What are your project costs based on? Obtain written quotes for project costs whenever possible. (NOTE: For any acquisition of an interest in real estate, property value will need to be established by the Town through procedures "customarily accepted by the appraising profession as valid", per Section 5 (f) of MGL Chapter 44B. CPA funds may be requested to pay for the appraisal. Appraisals must be commissioned by the Town to comply with the statute.)
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?
11. Provide a project schedule showing all major project milestones and supporting information and/or explanation for the project's estimated timeline. Applicant and Program Administrator will prepare and file a **Project Close-Out** at the conclusion of the project.
12. Provide a financial statement of your organization's income and expenses for the past three years.
13. 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.
14. If your project requires more immediate action than the normal deadlines would allow, you must file an **Application for Urgent Review**. Urgent Review will be subject to a separate CPC vote.

**ATTACHMENTS: Please include the following with your application, if relevant:**

**Required for All Proposals:**

1. Photographs of project site (typically, 1 to 3 are enough)
2. Map of project site showing nearest major roads or intersections (copy of assessor's map with location highlighted is usually adequate), and Locus Map showing location within Stoughton from Stoughton GIS at: [https://www.mapsonline.net/stoughtonma/new\\_public\\_site.html](https://www.mapsonline.net/stoughtonma/new_public_site.html)
3. Letters of support/comment from any and all relevant Town departments, Town officials, and Town boards and commissions
4. Demonstrated notice to all direct project abutters regarding the nature of the proposal, and any letters of project support

**Priority Will Be Given to Proposals that Include:**

1. Letters of support from neighborhood groups/organizations, civic organizations, residents, businesses, etc.
2. Letters of support from direct project abutters, or explanation of why support is not demonstrated.
3. Accommodations for disabled people, including measures which address the provisions and promote the aims of the Americans with Disabilities Act (ADA).

**Required for Historic Preservation Proposals:**

1. Statement of project support from the Historical Commission. Please meet with the Historical Commission before filing this application.
2. If your project site is not one of the two properties listed on the State Register of Historic Places in Stoughton (Lucius Clapp Memorial Library and the Stoughton Railroad Station), then the application must include a letter from the Historical Commission designating the property as locally significant "in the history, archeology, architecture, or culture" of Stoughton.
3. Statement explaining how the proposed project complies with the U.S. Secretary of the Interior's Standards\* for the Treatment of Historic Properties, as required by MGL Chapter 44B, Sec. 2, under the definition of "rehabilitation".

\*Official versions of these Standards may be accessed from the following link:

<https://www.nps.gov/tps/standards.htm>

**Required for Open Space Proposals:**

1. Statement of project support from the Open Space Committee. Please meet with the Open Space Committee before filing this application.

**Required for Recreation Proposals:**

1. Statement of project support from the Director of Recreation. Please meet with Recreation before filing this application.

**Required for Community Housing Proposals:**

1. Statement of project support from the Housing Authority. Please meet with the Housing Authority before filing this application.

**Required for Proposals Involving Real Property:**

1. Demonstrate site control/ownership:
  - 1.1. For Town-owned property: Submit a letter of support from the head of the Town department that has custody/jurisdiction of the project site.
  - 1.2. For other properties: Submit a copy of a legally-binding option, purchase and sale agreement, or deed. In cases having neither an option nor a purchase and sale agreement in place, the application must include a letter of authorization from the property owner to submit the CPA application. If property owner is an organization or corporation, the letter of authorization must provide documentation of appropriate authorization by entity's executive body and copy of relevant section of governing bylaw that establishes this authority. (In case of taking by eminent domain, this requirement may be waived.)

**Required for Proposals Involving Design & Construction:**

1. Development pro forma document and 10-year operating budget for the planned use of the site
2. Site Plans, both existing and proposed; Floor Plans and Elevations
3. If sustainable materials and/or techniques and/or energy reduction measures will be used, please highlight them and estimate net costs/benefits over the life of the project where possible.
4. Demonstrate compliance with all relevant building codes, zoning, accessibility requirements, and all other applicable laws and regulations.

**Town Meeting Article Submission:**

The CPC and the Applicant will work together to ensure that the warrant article is submitted in a timely manner for Town Meeting.

**Submission under Multiple Categories:**

You may submit an application for a project that pertains to more than one CPA category (for example, Open Space and Historical) *if each category is applicable to your project*. However, be sure to meet all the prerequisites for each category. Also, separate out the dollar amounts applicable to each category in your application and provide detail sufficient to justify that categorization.

**Recognition of CPA Fund Contribution:**

A permanent sign recognizing the Stoughton CPA Fund's financial contribution to the project shall be posted on site wherever practicable, and shall be considered to be a project expense. Sample wording: "[Project Name] was made possible through a grant from Stoughton's Community Preservation Fund".

**Periodic Review:**

Project representatives for projects in progress will be asked to report back to the CPC on a regular basis with status updates.

Visit the CPC's webpage for more information:

<https://www.stoughton.org/410/Community-Preservation-Committee-CPC>

If you have questions, please email Community Preservation Program Administrator Barry Kassler at [bKassler@Stoughton-MA.gov](mailto:bKassler@Stoughton-MA.gov)

## **Narrative for Application for Glen Echo Recreational CR:**

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

- The purpose of the project is to fund the required Conservation Restriction (CR) for the 6.7 acres of Town-owned Glen Echo Park which was acquired for active recreation, and is under the care and control of the Select Board. This area was deliberately excluded from the open space CR which was established on the remainder of the property in 2018. Funding for this active recreation CR was included in the appropriation for the original purchase of Glen Echo in 2011, but the balance remaining in the account at some point was neglected to be carried forward, and reverted back to the CPA Fund. This CR is required by the Community Preservation Act (MGL Ch. 44B, §12), and is separate and distinct from the open space CR, as it serves a different purpose.
- The scope of this project is to fund the creation and filing of the active recreation CR, including a one-time monitoring fee to the party that will agree to hold the CR. That party is required to be outside of Stoughton's Town government so that it may act as an independent party. It also includes any related expenses, such as filing fees.

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

- The active recreation area will provide an additional opportunity for outdoor recreation, and the CR is a necessary component of creating whatever use is installed in that area.

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

- The creation of a recreation CR is required by law whenever property is acquired using CPA funds, as was the case here.

### **4. How does the project achieve Town goals and objectives as laid out in the relevant Town planning documents?**

- Aside from any specific tie-ins to Town planning documents, the CR is required by law. It does, however meet a number of specific stated objectives in the Open Space and Recreation Plan and the Community Preservation Plan.

## **5. Funds from other sources?**

- None.

## **6. Level of community support?**

- The public has made Glen Echo a very well-used and appreciated location for its existing uses. This CR will permanently protect the active recreation area for uses within the character intended by the Town when it acquired the property.

## **7. Permits needed?**

- No permits will be needed.

## **8. Detailed budget.**

- The estimate of \$30,000 should more than cover the costs named above. This is a smaller area that is fully enclosed within a larger CR on land owned by the same entity, so encroachment upon its boundaries should not be much of an issue. Monitoring of the site should be fairly straightforward. Any funding not used will be returned back to the CPA Fund when the project is closed out after the CR is filed with the Registry of Deeds.

## **9. Basis of costs.**

- The costs involved in the establishment of the open space CR are the basis for the cost estimate used here.

## **10. Maintenance responsibilities.**

- The one-time monitoring fee will cover any ongoing activities required in relation to the CR. Any enforcement actions required would be paid for by the Town as the property owner.

## **11. Milestones and timeline.**

- The CR needs to be signed and approved by the Select Board, then by the CR holder, and finally by the Commonwealth's Division of Conservation Services (DCR). A willing CR holder needs to be found. The timeline for these actions can vary widely. The fully signed document needs to be filed at the Registry of Deeds.

## **12. Financial Statement.**

- Not applicable.

## **13. Qualifications of Project Manager.**

- The CPC's Program Administrator has been assisting the CPC since 2016, and has experience drafting and shepherding towards completion other CRs and similar restrictions, including CR on the Atkinson Ave property and the Historic Preservation Restriction on the Stoughton Depot. He has served as chair of the Open Space Committee in Wrentham, and is familiar with finding organizations to accept the role of monitoring the CR for this project.

## **14. Urgent Review.**

- Not applicable.

Thence turning and running on a curve to the right of Radius 60.00 feet, a distance of 170.12 feet along the Westerly sideline of Glen Echo Boulevard to a point on the Northerly sideline of Grove Road;

Thence turning and running S 62°54' 22" W, 122.10 feet and thence to a curve to the left of Radius of 25.23 feet, a distance of 24.84 feet, along the Northerly sideline of said Grove Road to an iron pipe;

Thence turning and running N 84° 04' 12" W, 200.00 feet along land of Hagerty (Map 82, Lot 33) to a point;

Thence turning and running S 11° 38' 26" W, 201.00 feet along land of said Hagerty to a point;

Thence turning and running S 84° 04' 12" E, 120.00 feet along land of said Hagerty to a point;

Thence turning and running S 05° 55' 48" W, 291.27 feet along land of Town of Stoughton (Map 82, Lots 31 and 32) to the point of beginning.

 Said land contains 87.6 acres, more or less, of which 6.7 acres, more or less, situated entirely within, but excluded from, this Conservation Restriction for the purpose of active recreation and is bounded and more particularly described as follows:

Beginning at an iron pipe on the Westerly sideline of Glen Echo Boulevard, 346 +/- feet Northwesterly of the intersection of Grove Road and said Glen Echo Boulevard;

Thence running S 37° 39' 13" W, 50.00 feet to an iron rod;

Thence turning and running N 52° 20' 47" W, 78.60 feet to an iron rod;

Thence turning and running S 09° 54' 52" W, 307.00 feet to an iron rod;

Thence turning and running N 80° 05' 08" W, 520.00 feet to an iron pin;

Thence turning and running N 09° 54' 52" E, 513.60 feet to an iron rod;

Thence turning and running S 80° 05' 08" E, 130.00 feet to an iron rod;

Thence turning and running N 09° 54'52" E, 207.91 feet to an iron rod;

PLAN REVISIONS	
NO.	REVISION DESCRIPTION
1	
2	
3	
4	
5	



**-TOWN OF STOUGHTON-  
ENGINEERING DEPARTMENT  
10 PEARL STREET  
STOUGHTON, MA 02072**

## OVERALL LAYOUT PLAN

GLEN ECHO SITE  
DEVELOPMENT PLANS

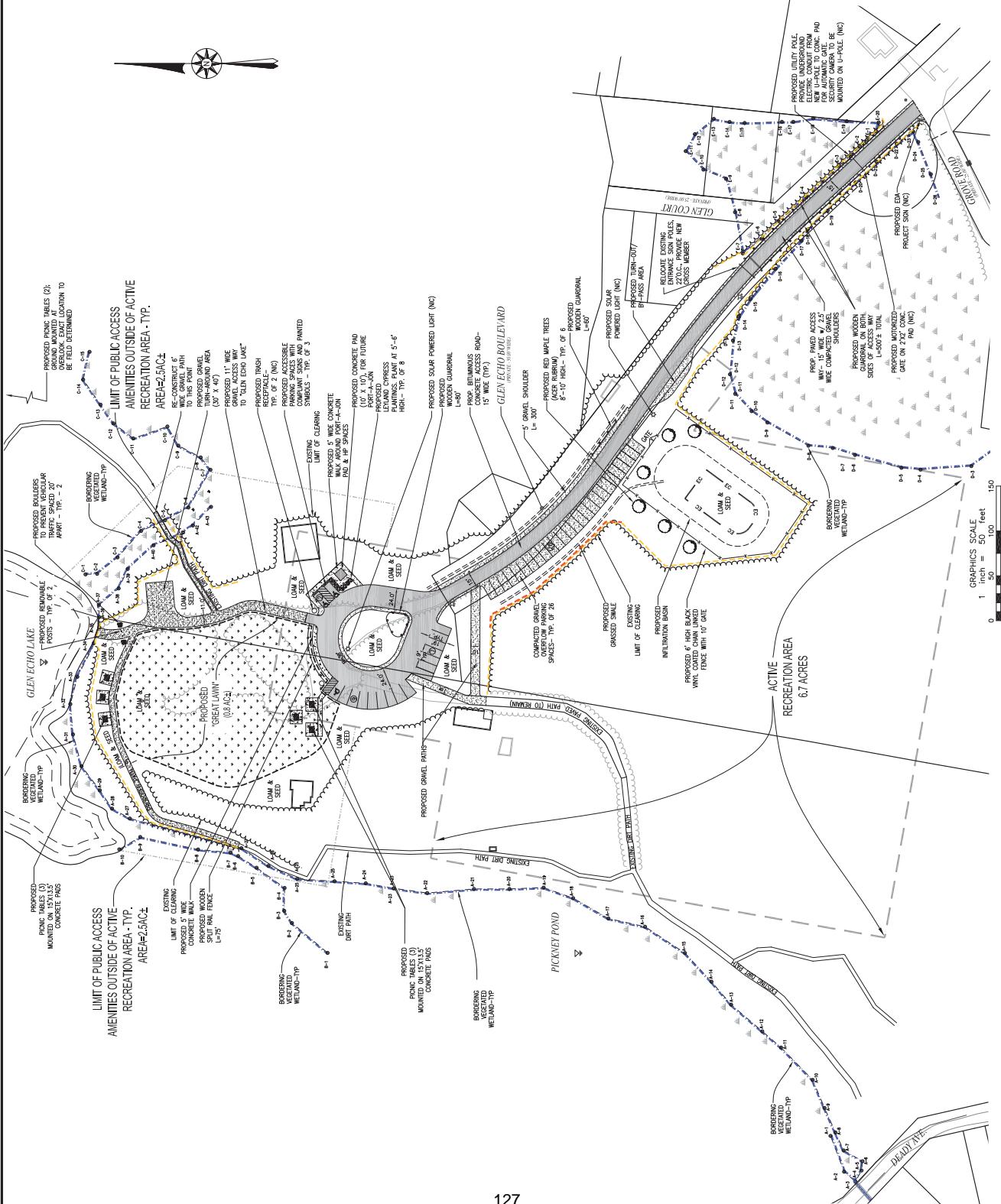
ASSESSORS MAP / LOT  
MAP 70 LOT 128  
MAP 70 LOT 104  
MAP 82 LOT 34  
MAP 70 LOT 129  
MAP 82 LOT 35  
MAP 82 LOT 37  
STOUGHTON, MA

FIELD BY:  
CAH/MCN

GLEN ECHO CONSTRUCTION DEVELOPMENT  
PLAN COMMITTEE  
10 PEARL ST.  
STOUGHTON, MA 02072

PROPERTY LINE LOCATION PROVIDED BY:  
CURLEY & HANSEN SURVEYORS  
160 POND ST.  
AVON, MA

SHEET 6 OF 12



# Town of Stoughton

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

Attn: To Whom it may concern

Re: Letter of Recommendation Glen Echo Active Recreation Article

From: Matt Cauchon, Recreation & Youth Services Director

To Whom it may concern;

I am writing to express my support for the Recreational Conservation Restriction for Glen Echo Recreation Area. Once this restriction is put into place, the town will be able to add additional recreational amenities within the restriction that will provide residents an active recreation area at Glen Echo Park. I believe this is the first step to enhancing the experience for residents at Glen Echo Park and I am in full support of this article.

Sincerely,



Matt Cauchon  
Recreation & Youth Services Director

**GRANTOR:** Town of Stoughton

**GRANTEE:** [REDACTED]

**ADDRESS OF PREMISES:** Off Glen Echo Boulevard,  
Stoughton, Massachusetts

**FOR GRANTOR'S TITLE SEE:** Norfolk County  
Registry of Deeds at Book 29423, Page 161.

## **GRANT OF CONSERVATION RESTRICTION**

### **I. STATEMENT OF GRANT**

The Town of Stoughton, 10 Pearl Street, Stoughton, Massachusetts, 02072, by and through its Conservation Commission pursuant to G.L. c. 40, § 8C, being the owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to [REDACTED], their permitted successors and assigns ("Grantee"), for nominal consideration IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION AND RECREATION PURPOSES, the following Conservation Restriction on land located in Stoughton containing 6.7 acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

The fee interest in the Premises was acquired utilizing Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the Town of Stoughton Town Meeting held on June 6, 2011, an attested copy of which vote is attached hereto as Exhibit C (the "CPA Vote"). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Select Board of the Town of Stoughton.

### **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for outdoor recreational use, or community park use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

### **The Conservation Values protected by this Conservation Restriction include the following:**

- Open Space. The Premises is fully surrounded by land already conserved, namely, Glen Echo Park.

- Public Access. Public access to the Premises will be allowed for passive and active outdoor recreation, education and nature study. The Premises is also adjacent to and directly connects with an existing Conservation Area under Conservation Restriction held by the Town of Stoughton Conservation Commission. See Stoughton CR #7, Canton CR #11, Norfolk Registry of Deeds Book 36437, Page 293, and Plan Book 677, Page 41; said Conservation Area being also open to the public.
- Biodiversity. The Premises includes areas designated as Core Habitat on BioMap3, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap3, published in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap3* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The protection of this acreage for active and passive recreational use is consistent with the goals of the 2017 Massachusetts SCORP (Statewide Comprehensive Outdoor Recreation Plan) in that it offers increased access to recreation in an area which is “close to nature” [SCORP, page 27]. In this case, the acreage being protected is completely surrounded by permanently protected open space, which ensures that whatever form of recreation takes place there, it will occur in the midst of a natural setting, meeting one of the stated goals of the SCORP. Additionally, people who are drawn to the Premises by whatever amenities it provides will be exposed to the passive recreation opportunities available on the adjacent open space.
- Historic and Archaeological Resources. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises.
- Water Supply. The Premises includes a Zone IIIB Watershed Aquifer Protection Area, the protection of which is critical to maintaining the public drinking water supply.

### **III. PROHIBITED and PERMITTED ACTS AND USES**

#### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein and specifically as provided in Section IIIB below, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis or

pickleball court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam; except as provided in Section IIIB below.

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises; except as provided in Section IIIB below.
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation; except as provided in Section IIIB below.
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function; except as provided in Section IIIB below.
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing off-road motorized vehicles, whether registered or unregistered, including any form or variety of all-terrain vehicles, as well as motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft (including drones), but excepting registered passenger vehicles, motorcycles, mopeds, and excepting bicycles or similar non-motorized vehicles, e.g. sleds, using the parking area solely as parking for daytime non-vehicular entry upon the adjoining Town-owned open space, and excepting vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials); all as provided in Section IIIB below.
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;

10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Hunting. Hunting of wildlife including but not limited to the erection of blinds, hunting stands, use of firearms, bows, crossbows and trapping devices.
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

## **B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Structures: Parking, Kiosks, Signs, Gates and Paths. Construction of graveled or paved area(s) (parking or paths), informational kiosks, signs, fences, gates, picnic tables, trash and/or recycling receptacles, or similar structures and/or installations provided they exclusively support the allowed use of the Premises and are eligible/allowable under the Community Preservation Act.
2. Recreational Activities: Consistent with the conservation purposes identified herein, passive and active recreation and enjoyment of the Premises, including playing fields, tennis courts, disk golf, basketball courts, playgrounds, related bathrooms and recreation pavilion(s), concessionaire(s) buildings, picnic and recreation pavilion(s), scoreboard(s), fencing, sidewalks and multi-use trails, related signage and informational kiosks, irrigation and parking facilities, community gardens and plantings, and similar outdoor recreational facilities of any kind; provided the same are eligible/allowable under the Community Preservation Act, and further provided that there shall be no indoor recreational facilities and no use of synthetic turf. Other buildings or structures, e.g. bathrooms, offices, concessionaires, picnic areas may be enclosed or roofed.
3. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises; Vegetation management shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld, management of natural plant

communities and selective cutting of trees and shrubs in accordance with generally accepted forest management practices for fire protection, trail maintenance, tick control, the control and removal of hazards, disease, insect or fire damage, or actions intended to otherwise preserve the condition of the Premises;

4. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
5. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
6. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
7. Indigenous Cultural Practices. With prior written notice and approval of the Grantee, allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
8. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
9. Trails. Maintaining and constructing trails as follows:
  - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eighteen (18) feet in width overall, with a treadway up to fifteen (15) feet in width.
  - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.

- c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- 10. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
- 11. Fencing. The placing of sight-pervious fences that do not interfere with the passage of wildlife and are reasonably required for the permissible uses of the Premises and that do not interfere with the purposes of this Conservation Restriction;
- 12. Motorized Vehicles. Using motorized vehicles such as electric wheelchairs and similar conveyances by persons with legally recognized mobility impairments.
- 13. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
- 14. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantee, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.
- 15. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). No power may be fed back into the public power grid and such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet the power requirements of the Permitted Acts and Uses;

## C. Site Restoration

Upon completion of any Permitted Acts and Uses which is temporary in nature or which is removed or relocated, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover. No mitigation shall be required for the construction and maintenance of the proposed facilities, including recreational areas, parking area, fencing, kiosk, signage and trailhead.

#### **D. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

#### **E. Notice and Approval**

1. **Notifying Grantee.** Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. **Grantee Review.** Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. **Resubmittal.** Grantee's failure to respond within sixty (60) days of receipt shall constitute approval of the request.



## **IV. INSPECTION AND ENFORCEMENT**

### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction but in no event shall such relief include financial penalties or fines or other punitive relief against the Town of Stoughton.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

### **D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including,

but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

**V. PUBLIC ACCESS**

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

**VI. TERMINATION/RELEASE/EXTINGUISHMENT**

**A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

**B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or

involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

### **C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

## **VII. DURATION and ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.



## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Stoughton and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

### **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Town of Stoughton c/o Town Manager  
10 Pearl Street  
Stoughton, MA 02072

To Grantee: Name  
Address  
Municipality, State, Zip code

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

### **XIV. GENERAL PROVISIONS**

#### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

#### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

## **XV. MISCELLANEOUS**

### **A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **B. Release of Homestead**

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

### **C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

### **C. Executory Limitation**

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

### **D. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

### **E. The following signature pages are included in this Grant:**

Grantor  
Grantee Acceptance  
Grantor/Approval of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Town or City Vote Authorizing the Use of CPA Funds

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

\_\_\_\_\_, duly authorized  
[Name of Grantor and Title if Grantor is corporate entity or Trust.]

THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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

**GRANT AND APPROVAL OF TOWN OF STOUGHTON SELECT BOARD**

*[Use this signature page if Grantor is a Town]*

We, the undersigned, being a majority of the Select Board of the Town of Stoughton, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2024, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction to \_\_\_\_\_ pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF STOUGHTON SELECT BOARD:

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THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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

**ACCEPTANCE OF GRANT**

The foregoing Conservation Restriction from [*GRANTOR*] was accepted by [*GRANTEE*] this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
[*Enter name*]

Its: \_\_\_\_\_, duly authorized

**THE COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from [*GRANTOR*] to [*GRANTEE*] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Rebecca L Tepper  
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Rebecca L Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

## EXHIBIT A

### Legal Description of Premises

The parcel shown as “Active Recreation Area” containing 6.7 acres more or less shown on a plan of land entitled “Sketch Plan Glen Echo Park Conservation Restriction” prepared by the Town of Stoughton and recorded in the Norfolk County Registry of Deeds in Plan Book 677, Page 41.

Meaning and intending to describe the land excepted in a conservation restriction recorded in said Registry of Deeds in Book 36437, Page 293.

*If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.*

*ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.*

*If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.*

***OR***

*If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]*

### Description of the Premises

The land in [TOWN/CITY, COUNTY], Massachusetts, containing \_\_\_\_\_ acres, +/-, shown as [Insert parcel name as given on plan, i.e., “Parcel A” or “Lot 10”] on a plan of land titled [Insert Plan Name], dated [Insert Plan Date], by [Insert Plan creator / professional land surveyor / company name, address], recorded at [Insert recording information].

## EXHIBIT B

### [Reduced Copy of OR Sketch] Plan of Premises

For official full size plan see [*enter County*] Registry of Deeds Plan Book \_\_\_\_\_ Page \_\_\_\_\_

*[This plan/map must show the Premises. The CR area and any exclusions or building envelopes must be clearly labeled.*

*If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.*

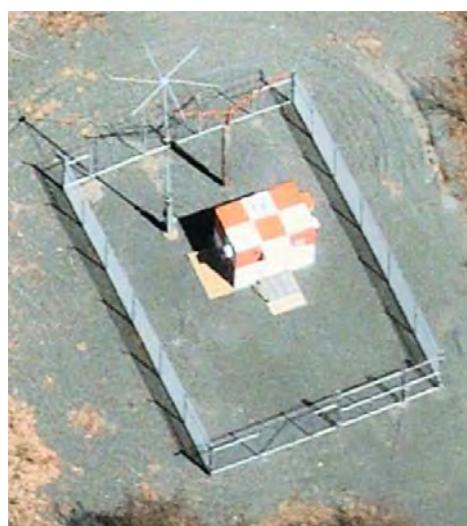
*If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]*



# Article 12



# Article XX - FAA Lease at 500 West St



The Outer Marker functions as a  
COMPASS LOCATOR on Runway  
17-35 at Norwood Memorial Airport.

West St Soccer Fields  
501 West St  
Parcel: 028\_017



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Eastern Logistics  
Service Area  
Real Estate & Utilities Branch, AAQ-910

1701 Columbia Avenue  
College Park, GA 30337-2714

June 13, 2024

Mr. Thomas J. Calter, Town Manager  
Town of Stoughton  
10 Pearl Street, Third Floor  
Stoughton, Massachusetts 02072-2364

Re: Federal Aviation Administration (FAA) Contract Number 69435Z-24-L-00039  
Outer Marker (OM), Facility  
Stoughton, Massachusetts 02072-2279

Dear Mr. Calter,

Enclosed are two originals for (FAA) Contract Number 69435Z-24-L-00039. This agreement is prepared per the (FAA's) mutual agreements to continue as a no-cost agreement for a 20-year term.

Please sign the agreement by wet signature so we can have it recorded in the registry of Deeds.

**Please note the clause titled, Covered Equipment or Services - Representations (09/2021) 6.9.5-1 (c). Representations 1.,2. Must be indicated with (Check Marks).**

If the Town of Stoughton requires more than one executed original copy, please make copies and execute with the original.

Also, included is a Public Authorization Certificate and a Certificate of Acknowledgment. Please ensure these documents are properly completed and executed. Return all documents to this office in the enclosed postage-paid envelope. Upon completion by the Government, an executed copy will be returned to you.

Please direct any review, comments, or suggestions to Edmund Bulger at 404-305-5735 or email [Edmund.J-CTR.Bulger@faa.gov](mailto:Edmund.J-CTR.Bulger@faa.gov) or the undersigned at (404)-305-5748 or email at [Shirley.a.Williams@faa.gov](mailto:Shirley.a.Williams@faa.gov).

Thank you for your cooperation in this matter.

Sincerely,

**SHIRLEY A  
WILLIAMS**

Shirley A. Williams

Real Estate Contracting Officer

Real Estate & Utilities Branch AAQ-910

Digitally signed by SHIRLEY A  
WILLIAMS  
Date: 2024.06.13 17:38:09  
-04'00'

Enclosure(s)

**OFF-AIRPORT LAND LEASE**  
**Between**  
**THE UNITED STATES OF AMERICA**  
**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL AVIATION ADMINISTRATION**  
**And**  
**TOWN OF STOUGHTON**

**FAA CONTRACT NO: 69435Z-24-L-00039**

**ATID/FACILITY TYPE: OWD / OUTER MARKER (OM)**

**LOCATION: GEOGRAPHICAL LOCATION: STOUGHTON, MA 02062-5211 / OUTER  
MARKER (OM) / COMPASS LOCATOR (LOM) R/W 35 NORWOOD MEMORIAL AIRPORT**

**1. Preamble (09/2021) 6.1.1**

This Lease for real property is hereby entered into by and between the Town of Stoughton, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

**2. Definitions (09/2021) 6.1.1-1**

For purposes of this document, the following definitions apply;

**Contract-** refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

**Contractor-** refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittee, Licenser, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

**Government-** refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

**Real Estate Contracting Officer (RECO)** - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

### **3. Succeeding Contract (09/2021) 6.1.2**

This contract succeeds DTFAEN-14-L-00009 and all other previous agreements between the parties for the property described in this document.

### **4. Lease Witnesseth (09/2021) 6.1.3**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

### **5. Description of Premises (09/2021) 6.1.4-3**

This contract covers the following described property, hereinafter referred to as the premises: described in EXHIBIT A, which is attached hereto and made part hereof.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

D. The Government reserves the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

### **6. Purpose (09/2021) 6.1.5**

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

### **7. Legal Authority (09/2021) 6.2.1**

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

## **8. Term (09/2021) 6.2.3**

To have and to hold, for the term commencing on 10/01/2024 and continuing through 09/30/2044 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

## **9. Consideration (No Cost) (09/2021) 6.2.4-4**

The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

## **10. Termination (01/2023) 6.2.5**

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

## **11. Excuse (09/2021) 6.2.5-3**

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),

ii. acts of the public enemy,

iii. acts of the Government in either its sovereign or contractual capacity,

iv. pandemic, epidemic, or quarantine restrictions,

v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;

ii. the conditions of the property prevent performance;

iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or

iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

## **12. Binding Effect (09/2021) 6.2.6**

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed

all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

### **13. Holdover (07/2023) 6.2.12**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

### **14. RE Clauses Incorporated by Reference (09/2021) 6.3.0**

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at [https://fast.faa.gov/RPF\\_Real\\_Property\\_Clauses.cfm](https://fast.faa.gov/RPF_Real_Property_Clauses.cfm).

- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
- B. **Assignment of Claims (09/2021) 6.3.0-3**
- C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
- D. **Contingent Fees (09/2021) 6.3.0-5**

### **15. Title to Improvements (09/2021) 6.3.5**

Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

### **16. Funding Responsibility for FAA Facilities (09/2021) 6.3.6**

The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

### **17. Changes (07/2023) 6.3.8**

- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
  - i. Work or services;
  - ii. Facilities or space layout;

- iii. Amount of space/land;
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

#### **18. No Waiver (09/2021) 6.3.17**

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

#### **19. Non-Restoration (09/2021) 6.3.18**

It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

#### **20. Quiet Enjoyment (09/2021) 6.3.25**

The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

#### **21. Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26**

If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

## **22. Interference (09/2021) 6.3.28**

In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.

If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.

Notification under this clause must include the following information, if known:

- A. type of interference,
- B. the commencement date of the interference, and
- C. the root cause of the interference.

## **23. Hold Harmless (09/2021) 6.3.30**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

## **24. Compliance with Applicable Laws (01/2023) 6.3.31-1**

This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

## **25. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or

in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

## **26. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34**

If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

## **27. Integrated Agreement (09/2021) 6.3.36**

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

## **28. Unauthorized Negotiating (09/2021) 6.3.37**

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

## **29. Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal

business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- ii. The contract number and the name of the Contracting Officer;
- iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- iv. All information establishing that the contract dispute was timely filed;
- v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
- vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
600 Independence Avenue SW., Room 2W100  
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Avenue SW  
Washington, DC 20591  
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to

fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

### **30. Clearing/Disposing of Debris (09/2021) 6.3.41**

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

### **31. Road Maintenance (01/2023) 6.3.42-1**

The Government shall have the right, but not the obligation, to maintain and/or reconstruct the existing access road. All road maintenance/construction shall be of the most economical type that will provide satisfactory and safe transportation of personnel, equipment and material in the type of weather and climatic conditions normally encountered at this location. The Government shall not maintain or contribute to the maintenance of said access road beyond Government standards or requirements.

### **32. Organizational Conflict of Interest (01/2023) 6.3.47**

- A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.
- B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.
- C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.
- D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.
- E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

### **33. Hazardous Substance Contamination (09/2021) 6.8.1**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

### **34. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable,

Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services

used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the

Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph

(e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### **35. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

### **36. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2**

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the

representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

**PROVISION/CLAUSE:**

**(a) Definitions.** As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

**(b) Prohibitions.**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or  
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or  
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

**(d) Representations.**

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ] does, [ ] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

### **37. Notices (09/2021) 6.10.1**

All notices/correspondence must be in writing, reference the Contract number 69435Z-24-L-00039, and be addressed as follows:

TO THE CONTRACTOR:

Town of Stoughton  
10 Pearl Street 3<sup>rd</sup> Floor  
Stoughton, Massachusetts 02072-2364

TO THE GOVERNMENT:

Federal Aviation Administration  
Real Estate Branch-AAQ-910  
1701 Columbia Avenue  
College Park, Georgia, 30337-2714

### 38. Signature Block (09/2021) 6.10.3

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

#### TOWN OF STOUGHTON

By: \_\_\_\_\_  
Name: Thomas J. Calter  
Title: Town Manager  
Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_  
Name: Shirley A. Williams  
Title: Real Estate Contracting Officer  
Date: \_\_\_\_\_

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	EXHIBIT A		2
2	Public Authorization Certificate		1
3	Certificate of Acknowledgment		1

**PROPERTY DESCRIPTION**  
**EXHIBIT A**

**PROPERTY DESCRIPTION**

**STOUGHTON, MA LOM**

**OUTER MARKER/COMPASS LOCATOR - SITE PLOT**

Starting from a point on West Street marking the northeast corner of lands owned by the Town of Stoughton, Massachusetts, proceed S  $8^{\circ} 17' 09''$  W, a distance of 447 feet more or less to a point marking the point of beginning of the Outer Marker/Compass Locator site plot.

Thence proceed S  $25^{\circ} 13' 44''$  E, 120 feet more or less to a point; Thence proceed S  $64^{\circ} 46' 16''$  W, 120 feet more or less to a point; Thence proceed N  $25^{\circ} 13' 44''$  W, 120 feet more or less to a point; Thence proceed N  $64^{\circ} 46' 16''$  E, 120 feet more or less to a point; marking the point of beginning of the Outer Marker/Compass Locator site plot.

Said parcel contains .33 acres of land more or less.  
All bearings are true based on Runway 17-35 centerline N  $25^{\circ} 13' 44''$  W.

**PROPERTY DESCRIPTION, EXHIBIT A**

**PROPERTY DESCRIPTION (cont'd)**

**OUTER MARKER/COMPASS LOCATOR - CABLE EASEMENT**

Starting from a point on West Street marking the Northeast corner of lands owned by the Town of Stoughton, Massachusetts, proceed S  $-17' -09''$  W, 447 feet more or less to a point, thence proceed S  $25^{\circ} -13' -44''$  E, 60 feet more or less to the point of beginning of the Outer Marker/Compass Locator cable easement:

Thence proceed N  $59^{\circ} -59' -00''$  E, 305 feet more or less to a point; Thence proceed southerly on West Street right of way 21 feet more or less to a point; Thence proceed S  $59^{\circ} -59' -00''$  W, 305 feet more or less to a point; Thence proceed N  $25^{\circ} -13' -44''$  W, 21 feet more or less to a point marking the point of beginning of the Outer Marker/Compass Locator cable easement.

Said parcel contains 0.15 acres of land more or less.  
All bearings are true based on Runway 17-35 centerline N  $25^{\circ} -13' -44''$  W.

## **OUTER MARKER/COMPASS LOCATOR - ACCESS ROAD EASEMENT**

Starting from a point on West Street marking the northeast corner of lands owned by the Town of Stoughton, Massachusetts, proceed S go -17'-09" W, 447 feet more or less to a point,

Thence proceed S 25°-13'-44"E, 120 feet more or less to a point,

Thence proceed S 64°-46'-16" W, 21 feet more or less to a point marking the point of beginning of the Outer Marker/Compass Locator access road;

Thence proceed S 36°-01'-00"E, 352 feet more or less to a point;

Thence proceed N 73°-59'-00" E, 309 feet more or less to a point; on West Street right of way 21 feet more or less to a point,

Thence proceed S 73°-59'-00" W, 327 feet more or less to a point, Thence proceed N 36°-01'-00" W, 370 feet more or less to a point,

Thence proceed N 64°-46'-16" E, 20 feet more or less to a point marking the point of beginning on the said Outer Marker/Compass Locator, access road.

Said parcel contains .31 acres of land more or less.

All bearings are true based on Runway 17-35 centerline N 25°-13'-44"

## PUBLIC AUTHORIZATION CERTIFICATE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I \_\_\_\_\_  
[insert name]

certify that I am the \_\_\_\_\_ of the  
[insert title]

\_\_\_\_\_  
[insert name of State, County, Municipality, or other Public Authority] named in the attached agreement; that

\_\_\_\_\_  
[insert name of person who signed the agreement] who signed said agreement on behalf of the

\_\_\_\_\_  
[insert name of State, County, Municipality, or other Public Authority] is

\_\_\_\_\_  
[insert title of person who signed the agreement] of said

\_\_\_\_\_  
[insert name of State, County, Municipality, or other Public Authority]; and that said agreement was duly signed

\_\_\_\_\_  
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of \_\_\_\_\_ by authority  
of  
\_\_\_\_\_  
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed \_\_\_\_\_

**Federal Aviation Administration  
Real Estate & Utilities Group  
Public Authorization Certificate- 09/2020**

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, before me, \_\_\_\_\_,

[insert notary name]

the undersigned Notary Public, personally appeared \_\_\_\_\_,  
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledge that he/she executed the same for the purposes therein contained.

---

Notary Public Signature  
Affix Seal Below

Federal Aviation Administration Real Estate & Utilities Group  
Notary Acknowledgment 09-2020

## **Article Supporting Information**

### **FAA Lease Agreement**

*Address: 501 WEST ST*

*Property Owner: TOWN OF STOUGHTON*

#### Description of FAA Outer Marker Purpose

The Outer Marker functions as a COMPASS LOCATOR on Runway 17-35 at Norwood Memorial Airport.

The Compass Locator at the ILS Outer Marker (LOM) is a radio beacon located at the ILS outer marker site, used primarily for ILS approaches. It transmits a continuous carrier L/MF radio wave in an omnidirectional pattern, enabling the pilot of an aircraft equipped with a radio direction finder to determine his bearing relative to the outer marker. All radio beacons, regardless of output power, that are located or used as above, will be treated as compass locators.

# Article 13



**Vertical Communications** (ITT72: VC0000772738; MHEC: MC01-S03)

## Work Authorization



The prices quoted in this document are estimated based upon the information available at the time of this quote. Any changes to this work authorization involving extra costs will be implemented only upon written customer authorization and will become an extra charge over and above this quotation.

Prices in this document are valid for 30 days from the date of this quotation. Customer authorizes us to proceed on the basis of a signed copy of this document. Customer hereby accepts this proposal and authorizes work to proceed. Upon acceptance of this proposal, Customer agrees to pay a upon receipt of the invoice.

Anthony Phippen

Customer Approval Signature

Printed Name

Date

### Scope of Work

Addition of phones throughout the district to include updating the auto attendant greetings. Anthony has requested a block of hours for help with the setup of phones and re-recording of voice mail

Qty	Description	Item Number	Vendor	Unit List	MHEC	Ext Price
9	1000i Series, 48 Button LSS	VIP-1048i-LSS	Vertical	\$236.00	\$217.12	\$1,954.08
75	1000i Series, 4 Line Gigabit Full Duplex IP Pho	VIP-1020i-00	Vertical	\$170.57	\$156.92	\$11,769.00
40	1000i Series, 6 Line Gigabit Full Duplex IP Pho	VIP-1040i-00	Vertical	\$231.50	\$212.98	\$8,519.20
40	1000i Series, 8 Line Gigabit Full Duplex IP Pho	VIP-1050i-00	Vertical	\$282.60	\$259.99	\$10,399.60
1	1000i Series, Premium Color IP phone running	VIP-1080i-00	Vertical	\$838.35	\$771.28	\$771.28
50	Additional Labor Hours	BLOCKOFHOURS		\$109.50	\$109.50	\$5,475.00
						\$0.00
						\$0.00
						\$0.00
					Subtotal	\$38,888.16
					Freight	\$0.00
					<b>TOTAL PURCHASE</b>	<b>\$38,888.16</b>

Page 1 of 1

# Gone Green Electric Co., Inc.

500 Chestnut Street, Suite 108  
Abington, MA 02351 US  
781-982-1982  
gonegreenelectric@verizon.net



## Estimate

ADDRESS		ESTIMATE	1494
Town of Stoughton, MA		DATE	05/28/2024
Stoughton Schools Business Office			
137 Walnut Street			
Stoughton, MA 02072			
P.O. NUMBER			
Dawes School			
DATE	DESCRIPTION	QTY	RATE
	Contract # FY22 - On Call and Emergency Electrical Services		
	Estimate to remove & Replace 1200amp service at the Dawes School 131 Pine St Stoughton , Ma Relocate HVAC feeders into new service		
	Labor - Rate is \$80.00 per person , per hour	743	80.00
	Job Material	1	61,028.95
	Electrical Permit - At Cost	1	0.00
	Extra's Utility Fees , if any at Cost	1	0.00
	*** Leed Times are around 40 weeks		
	*** Equipment ( Panels & Switchboards ) will be paid at time of delivery		
	*** 2 week shut down of power needed to complete work .		
	Labor Rates are Prevailing Rates		
	Not To Exceed \$125,000.00		

TOTAL

**\$120,468.95**

Accepted By

Accepted Date



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## QUOTE CONFIRMATION

**ANTHONY PHIPPEN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

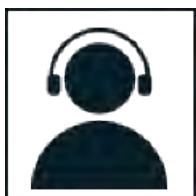
For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCHP412	9/13/2024	ANYWHERE AC-LITE W/USB-C HUB	8529440	<b>\$82,810.00</b>

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Anywhere Cart 30-Bay Smart USB Hub Charging Cart</a> Mfg. Part#: CRT-LTE-S30L-D-H65C Contract: Massachusetts IT Hardware and Services - ITC73 C3 (ITC73)	49	7492038	\$1,690.00	\$82,810.00	
			<b>SUBTOTAL</b>	\$82,810.00	
			<b>SHIPPING</b>	\$0.00	
			<b>SALES TAX</b>	\$0.00	
			<b>GRAND TOTAL</b>	<b>\$82,810.00</b>	

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> STOUGHTON PUBLIC SCHOOLS ACCOUNTS PAYABL 31 PIERCE STREET STOUGHTON, MA 2072 <b>Phone:</b> (781) 344-4000 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> STOUGHTON PUBLIC SCHOOLS ANTHONY PHIPPEN - TECH DEPT . 131 PINE ST DAWE ELEMENTARY SCHOOL STOUGHTON, MA 02072-1845 <b>Shipping Method:</b> DROP SHIP-COMMON CARRIER
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



### Sales Contact Info

**Jim Pinto** | (866) 743-5679 | [jimpin@cdwg.com](mailto:jimpin@cdwg.com)

**Portfolio Pricing Request**

Client Name	Stoughton Public Schools
Client Address	Stoughton, MA 02072
Contact Name	Heidi Perkins
Contact Phone Number	781 344-1400
Contact Email Address	<a href="mailto:h_perkins@stoughtonschools.org">h_perkins@stoughtonschools.org</a>

<u>Property Name</u>	<u>Property Address</u>	<u># of Building</u>	<u>Square Footage - Commercial Only</u>	<u>Reason For PCNA</u>	<u>Target Completion Date</u>	<u>PCNA-Fee</u>
Joseph R. Dawe Elementary School	131 Pine St. Stoughton, MA 02072	1	67,600	Strategic Planning	TBD	\$ 9,800.00
Joseph H. Gibbons Elementary School	235 Morton St. Stoughton, MA 02072	1	67,600	Strategic Planning	TBD	\$ 9,800.00
Helen Hansen Elentary School	1800 Central St. Stoughton, MA 02072	1	36,821	Strategic Planning	TBD	\$ 7,700.00
Edwin A. Jones Early Childhood Center/Distr 137 Walnut St. Stoughton, MA 02072	137 Walnut St. Stoughton, MA 02072	1	43,200	Strategic Planning	TBD	\$ 8,200.00
Sophth Elementary School	171 Ash St. Stoughton, MA 02072	1	38,000	Strategic Planning	TBD	\$ 7,700.00
Richard L. Wilkins Elementary School	1322 Central St. Stoughton, MA 02072	1	47,662	Strategic Planning	TBD	\$ 8,400.00
Robert G. O'Donnell Middle School	211 Cushing St. Stoughton, MA 02072	1	144,000	Strategic Planning	TBD	\$ 14,800.00
O'Donnell Middle School Modular Annex	211 Cushing St. Rear Stoughton, MA 02072	1	7,800	Strategic Planning	TBD	\$ 5,750.00
Stoughton High School	232 Pearl St. Stoughton, MA 02072	1	215,000	Strategic Planning	TBD	\$ 20,000.00
Veteran Memorial Stadium Concession	232 Pearl St. Stoughton, MA 02072	1	2,100	Strategic Planning	TBD	\$ 5,300.00
Maintenance Field House	232 Pearl St. Stoughton, MA 02072	1	1,500	Strategic Planning	TBD	\$ 5,300.00
<b>Total</b>		<b>11</b>				<b>\$ 102,750.00</b>

## **SELECT BOARD - 2024 Special Town Meeting Warrant Summary Chart**

## TOWN MEETING RULES of ORDER

Page Ref	Rank	Table of Basic Points of Motions	Seconded Required	Debatable	Amendable	Vote Reconsider	May Reconsider	May Interrupt
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### PRIVLEDGED 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 priviledge	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		Division 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	2/3 •	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.

• In representative town meeting a 2/3rds vote is required to allow secret Ballot vote, Ch. 39, Sec 15 (1963) pg. 150.

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## **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 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.