

Project Minutes

Project: New Stoneham High School
 Prepared by: Joel Seeley
 Re: School Building Committee Meeting
 Location: Central Middle School and Remote Participation
 Distribution: Attendees (MF)

Project No.: 20033
 Meeting Date: 7/11/2022
 Time: 7:00pm
 Meeting No: 51

Attendees:

PRESENT	NAME	AFFILIATION	VOTING MEMBER
✓	Marie Christie	Co-Chair, School Building Committee	Voting Member
✓	David Bois	Co-Chair, School Building Committee; Community Member with Architecture Experience	Voting Member
✓	Nicole Nial	School Committee Member	Voting Member
	Raymie Parker	Select Board Member	Voting Member
✓	Douglas Gove	Community Member with Engineering Experience	Voting Member
✓	Stephen O'Neill	Vice-Chair, Community Member with Engineering Experience	Voting Member
Remote	Josephine Thomson	Community Member	Voting Member
Remote	Jeanne Craigie	Town Moderator	Voting Member
✓	Lisa Gallagher	Community Member, School Secretary, Past member of Middle School Building Committee	Voting Member
Remote	Sharon Iovanni	Community Member	Voting Member
✓	Cory Mashburn	Community Member, Finance and Advisory Board	Voting Member
✓	Paul Ryder	Community Member with Construction Experience	Voting Member
✓	David Pignone	Select Board Member, Athletic Director, Member knowledgeable in educational mission and function of facility	Voting Member
✓	Kevin Yianacopolus	Local Official responsible for Building Maintenance	Voting Member
✓	Dennis Sheehan	Town Administrator / MCPPO Certified	Non-Voting Member
✓	John Macero	Superintendent of Schools, Secretary of School Building Committee	Non-Voting Member
✓	Bryan Lombardi	Stoneham High School Principal	Non-Voting Member
Remote	Brian McNeil	Town Facilities Director	Non-Voting Member
Remote	April Lanni	Town Procurement Officer / MCPPO Certified	Non-Voting Member
✓	David Ljungberg	Assistant Superintendent of Schools	
✓	Brooke Trivas	Perkins and Will	
Remote	Patrick Cunningham	Perkins and Will	
Remote	Stephen Messinger	Perkins and Will	
✓	Kristy Lyons	Consigli Construction	
✓	Todd McCabe	Consigli Construction	
✓	Tim Ericson	Consigli Construction	
	Steve Banak	Consigli Construction	
✓	Justin Bolla	Consigli Construction	
✓	Robert Smith	SMMA	
✓	Mark Stafford	SMMA	
✓	Joel Seeley	SMMA	

Item #	Action	Discussion
51.1	Record	Call to Order, 7:00 PM, meeting opened.
51.2	Record	This meeting will be held via video conference and in-person and a recording of such will be posted on the Town's website.
51.3	Record	A motion was made by L. Gallagher and seconded by C. Mashburn to approve the 6/14/22 School Building Committee meeting minutes. No discussion, motion passed unanimous, two abstentions.
51.4	Record	A motion was made by D. Pignone and seconded by N. Nial to approve the 6/27/22 School Building Committee meeting minutes. No discussion, motion passed unanimous, two abstentions.
51.5	Record	J. Seeley reviewed the Budget Status Report, dated 6/30/22, attached.
51.6	Record	J. Seeley reviewed Designer Amendment No. 22 – Geothermal Consultancy Services during the Construction Administration Phase, in the amount of \$154,000.00 to be funded out of ProPay Code 0204-0300 Geotechnical and GeoEnvironmental Services Budget, which has a balance of \$211,687, attached. A motion was made by C. Mashburn and seconded by P. Ryder to approve Designer Amendment No. 22 – Geothermal Consultancy Services during the Construction Administration Phase, in the amount of \$154,000.00, and request signature by D. Sheehan. No discussion, motion passed unanimous.
51.7	Record	J. Seeley reviewed Designer Amendment No. 23 – GeoEnvironmental Consultancy Services to perform follow-up Surface Soil Characterization, in the amount of \$5,500.00 to be funded out of ProPay Code 0204-0300 Geotechnical and GeoEnvironmental Services Budget, which has a balance of \$52,187, attached. A motion was made by C. Mashburn and seconded by P. Ryder to approve Designer Amendment No. 23 – GeoEnvironmental Consultancy Services to perform follow-up Surface Soil Characterization, in the amount of \$5,500.00, and request signature by D. Sheehan. No discussion, motion passed unanimous.
51.8	Record	J. Seeley reviewed Warrant No. 28, attached. A motion was made by C. Mashburn and seconded by N. Nial to approve Warrant No. 28. No discussion, motion passed unanimous.
51.9	J. Seeley	J. Seeley reviewed the 90% and 100% Construction Documents Phase Meetings and Agenda Schedule, dated 6/28/22, attached. Committee Discussion: 1. C. Mashburn indicated 12/18/22 is a Sunday. <i>J. Seeley to review and correct date.</i>

Item #	Action	Discussion
51.10	B. Trivas	B. Trivas working on layout of delivery trucks and dumpsters at the loading dock and will provide for review. <i>(from prior meeting)</i>
51.11	D. Warner	D. Warner will have page turn with the SSBC to review list of trees. <i>(from prior meeting)</i>
51.12	D. Warner	D. Warner will have page turn with the SSBC to review layout of the Japanese Dogwoods. <i>(from prior meeting)</i>
51.13	B. Trivas	B. Trivas indicated the batting cage is not over the main court and will provide an updated plan for review. <i>(from prior meeting)</i>
51.14	Committee Members	Committee members to send any additional items to be removed and salvaged to B. McNeil to add to the Preliminary List of Salvaged Items. <i>(from prior meeting)</i>
51.15	P. Cunningham	P. Cunningham will review the coping material, the detail around the windows, control joint locations, texture of the CMU around the windows and present to the SSBC at an upcoming meeting. <i>(from prior meeting)</i>
51.16	K. Lyons	K. Lyons to develop a process chart to address how impediments to the construction schedule due to material availability will be addressed. <i>(from prior meeting)</i>
51.17	J. Seeley	J. Seeley to include a discussion on the Gibney Mural on a future SSBC meeting agenda. <i>(from prior meeting)</i>
51.18	J. Seeley	J. Seeley reviewed the Proprietary Items List, dated 5/9/22 and attached. A motion was made by S. O'Neill and seconded by J. Craigie to approve the Proprietary Items List and recommend approval by the School Committee. No discussion, motion passed unanimous. J. Seeley to draft a memo to the School Committee requesting the approval and attend the School Committee meeting on 7/21/22 at 4:00pm to address any questions.
51.19	Record	J. Seeley indicated Consigli and PM&C submitted their 60% Construction Documents Cost Estimates on 6/17/22, were reconciled in an all-day meeting on 6/21/22, with the final Consigli estimate reflecting a construction cost of \$157.4M and final PM&C at \$156.7M, representing an overage of \$3.9M and \$3.2M respectively over the \$153.4M budget. Since that time, Consigli has continued to review and reconcile, and their estimate is now \$157.0, which is \$3.6M over the \$153.4M budget. M. Christie indicated the Select Board, at their 7/11/22 meeting voted to allocate \$2,200,000 of the American Rescue Plan Act (ARPA) funds to the construction budget of the high school project, thereby increasing the total project budget to

Item #	Action	Discussion
		<p>\$191,793,594 and the construction budget to \$155,618,660, reducing the overage to \$1,432,773.</p> <p>D. Bois indicated the Ad Hoc VE Subcommittee reviewed the entire Value Management Log at their 7/11/22 meeting to develop its recommendation and discussed three potential Pathways to bring the project on budget, 1) Utilize only VE items to meet the budget, 2) utilize a reduction in the estimating contingency, CM contingency, Owner's Change Order contingency and Escalation contingency to meet budget, and 3) a combination of VE items and contingency reductions. The Ad Hoc Subcommittee's recommendation is Pathway No. 3, re-allocating \$450,000 from the Owner's Change Order Contingency Budget to the Construction Budget and utilize VE items.</p> <p>T. Ericson reviewed the Value Management Log, dated 7/11/22 and attached, reflecting the recommendations of the Ad Hoc VE Subcommittee from their 7/11/22 meeting defining the recommended VE items totaling \$985,047.</p> <p>The \$450,000 re-allocation and \$985,047 in VE items totals \$1,435,047, bringing the project under budget.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none">1. S. Iovanni asked how many operable wall panels are included in VE item IN-131? <i>B. Trivas indicated six.</i>2. S. Iovanni asked if removing the operable wall panels will affect the educational program. <i>B. Lombardi indicated no, removing the operable wall panels will not affect the educational program.</i>3. S. O'Neill asked if there would be a safety concern with removing the nets in CL-089 if lacrosse and field events occurred concurrently? <i>D. Pignone indicated no, as lacrosse and field events are not scheduled concurrently.</i> <p>A Motion was made by S. Iovanni and seconded by C. Mashburn to approve the VE items and the Owner's Change Order Contingency Re-Allocation as recommended by the Ad Hoc VE Subcommittee totaling \$1,435,047, bringing the construction cost under budget by \$2,275. No discussion, motion passed by unanimous roll call vote.</p>
51.20	J. Seeley	<p>J. Seeley reviewed the Upcoming Cost Events and Town Meeting Comparison documents, attached.</p> <p>Committee Discussion:</p>

Item #	Action	Discussion
		<ul style="list-style-type: none">a. J. Craigie expressed concern with accepting VE Items if the intent is to go to Town Meeting to request additional funding, it is confusing. <i>D. Sheehan indicated all the cost information is not set, the DOR may grant a one-time waiver, there may be interest in adding back prior scope reductions and there may be additional overages at the next Cost Events.</i>b. D. Bois indicated of the thirteen VE items approved, nine of them could be added back into the project.c. J. Craigie asked if there would be redesign required to add the VE items back into the project? <i>B. Trivas indicated most are easy to add back in, but she will review and provide additional feedback.</i>d. J. Seeley to include Town Meeting discussion on the agenda for the next Committee meeting.
51.21	Record	A motion was made by D. Pignone and seconded by P. Ryder to approve the 60% Construction Documents Submission, inclusive of the accepted VE Items and Owner's Change Order Contingency Re-Allocation and authorize submission to the MSBA. No discussion, motion passed by unanimous roll call vote.
51.22	Record	Permitting Update J. Seeley provided the recorded Conservation Commission Order of Conditions and the recorded Zoning Board of Appeals Variance, both attached.
51.23	Record	Construction Update <ul style="list-style-type: none">1. R. Smith provided a Construction Update, attached.2. J. Seeley reviewed the Construction Sign, attached. The Committee approves the Construction Sign.3. J. Seeley reviewed the list of Non-Trade Bidders for the Early Concrete and Steel Bid Package No. 2, attached. The bids are due 7/18/22<ul style="list-style-type: none">a. D. Bois asked how many bidders have confirmed? <i>K. Lyons indicated Consigli has 3 confirmed Concrete Bidders and 5 confirmed Steel bidders.</i>4. J. Seeley reviewed the tentative schedule dates for ledge and rock removal, Neighborhood Survey Limits and 7/20/22 Neighborhood Meeting Flyer, attached.<ul style="list-style-type: none">a. T. McCabe explained the blasting process.b. S. O'Neill asked if the Fire Department has been contacted for local requirements?

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		<p><i>J. Seeley indicated yes, Consigli met with Chief Grafton to review.</i></p> <p>c. D. Pignone asked how will the parents of students participating in sports commencing 8/15/22 be notified of potential blasting? <i>J. Macero indicated he will work with B. Lombardi to inform the parents.</i></p> <p>d. N. Nial indicated the School Committee has a meeting at 6:00pm on 7/20/22. <i>J. Macero indicated that either J. Macero or D. Ljungberg will attend the Neighborhood meeting.</i></p> <p>5. J. Seeley indicated Committee members interested in touring the site need to be escorted by Consigli personnel and photos are to be reviewed by Consigli. Interested Committee members to contact J. Seeley to coordinate.</p> <p>6. S. Iovanni asked if the existing school Time Capsule was located near the existing flagpole? <i>J. Macero indicated it was not, but Consigli will continue to investigate the area around the existing flagpole.</i></p>
51.24	Record	<p>Subcommittee Updates</p> <p>1. J. Seeley reviewed the 6/20/22 Green Building Initiatives Meeting Minutes, the signed LOI with Nexamp and the Standard Span Carport design for the West Parking Lot.</p> <p>2. J. Seeley reviewed the 6/8/22 Franklin Place Neighbors Meeting Minutes, attached.</p>
51.25	J. Seeley	<p>Committee Questions - none</p>
51.26	Record	<p>Old or New Business</p> <p>1. J. Macero indicated he, B. Lombardi and a representative of the Consigli team will be video-taping a segment on the traffic routes during construction for Stoneham TV on 7/19/22.</p> <p>2. D. Pignone thanked their DPW for the assistance with the water main break at the Boxwood Road extension work.</p> <p>3. M. Christie thanked the Select Board for the vote to allocate \$2,200,000 of the American Rescue Plan Act (ARPA) funds to the construction budget of the high school project.</p>
51.27	Record	<p>Public Comment - none</p>
51.28	Record	<p>Next SSBC Meeting: July 25, 2022 at 7:00 pm.</p>

Project: New Stoneham High School

Meeting Date: 7/11/2022

Meeting No.: 51

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Item #	Action	Discussion
51.29	Record	A Motion was made by D. Pignone and seconded by S. Iovanni to adjourn the meeting. No discussion, motion passed unanimous by roll call vote.

Attachments: Agenda, Budget Status Report, Designer Amendment No. 22 – Geothermal Consultancy Services, Designer Amendment No. 23 – GeoEnvironmental Consultancy Services, Warrant No. 28, 90% and 100% Construction Documents Phase Meetings and Agenda Schedule, Proprietary Items List, Value Management Log, dated 7/11/22, Upcoming Cost Events and Town Meeting Comparison, recorded Conservation Commission Order of Conditions and the recorded Zoning Board of Appeals Variance, Construction Update, Construction Sign, Non-Trade Bidders for the Early Concrete and Steel Bid Package No. 2, Neighborhood Survey Limits, 7/20/22 Neighborhood Meeting Flyer, 6/20/22 Green Building Initiatives Meeting Minutes, signed LOI with Nexamp, Standard Span Carport design for the West Parking Lot, 6/8/22 Franklin Place Neighbors Meeting Minutes

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

1000 Massachusetts Avenue
Cambridge, MA 02138
617.547.5400

www.smma.com

PROJECT MEETING SIGN-IN SHEET

Project: New Stoneham High School Project No.: 20033.00
 Prepared by: Joel Seeley Meeting Date: 7/11/2022
 Re: School Building Committee Meeting Time: 7:00pm
 Location: Central Middle School Library and Remote Locations Meeting No: 51
 Distribution: Attendees, (MF)

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
	Marie Christie	mariechristie@comcast.net	Co-Chair, Past Member of the School Committee/Middle School Building Committee
	David Bois	bois@arrowstreet.com	Co-Chair, Community Member with Architecture Experience
	Nicole Nial	nicole.nial@stonehamschools.org	School Committee Member
	Raymie Parker	rparker@stoneham-ma.gov	Select Board Member
	Douglas Gove	goved11@gmail.com	Vice-Chair, Community Member with Engineer Experience
	Stephen O'Neill	sonell@hayner-swanson.com	Community Member with Engineer Experience
	Josephine Thomson	jthomson315@yahoo.com	Community Member, Middle School Faculty
	Jeanne Craigie	lcraigie@stoneham-ma.gov	Town Moderator
	Lisa Gallagher	lgallagher@stonehamschools.org	Community Member, School Secretary, Past member of Middle School Building Committee
	Sharon Iovanni	sharon.iovanni@stonehambank.com	Community Member
	Cory Mashburn	cory.mashburn910@gmail.com	Community Member, Finance and Advisory Board
	Paul Ryder	pryder@Cambridgema.gov	Community Member with Construction Experience
	David Pignone	dpignone@stonehamschools.org	Select Board Member, Athletic Director, Member knowledgeable in educational mission and function of facility
	Kevin Yianacopolus	kyianacopolus@stonehamschools.org	Local Official responsible for Building Maintenance
	Dennis Sheehan	dsheehan@stoneham-ma.gov	Town Administrator / MCPPO Certified
	John Macero	jmacero@stonehamschools.org	Superintendent of Schools, Secretary of School Building Committee
	David Ljungberg	djungberg@stonehamschools.org	Assistant Superintendent of Schools
	Bryan Lombardi	blombardi@stonehamschools.org	Stoneham High School Principal
	Brian McNeil	bmcneil@stonehamschools.org	Facilities Director
	April Lanni	alanni@stoneham-ma.gov	Town Procurement Officer / MCPPO Certified
	Brooke Trivas	brooke.trivas@perkinswill.com	Perkins and Will
	Stephen Messinger	stephen.messinger@perkinswill.com	Perkins and Will
	Patrick Cunningham	patrick.cunningham@perkinswill.com	Perkins and Will
	Todd McCabe	tmccabe@consigli.com	Consigli
	Kristy Lyons	klyons@consigli.com	Consigli
	Sarah Traniello	straniello@smma.com	SMMA
	Robert Smith	rsmith@smma.com	SMMA
	Mark Stafford	mstafford@smma.com	SMMA
	Joel Seeley	jseeley@smma.com	SMMA
	Tim Erison	terison@smmeconsigli.com	Consigli

Agenda

Project:	New Stoneham High School	Project No.:	20033
Re:	School Building Committee Meeting	Meeting Date:	7/11/2022
Prepared by:	Joel Seeley	Meeting Time:	7:00 PM
Meeting Location:	Central Middle School Library & Remote Participation	Meeting No.	51
Distribution:	Attendees (MF)		

1. Call to Order
2. Approval of Minutes
3. Approval of Invoices and Commitments
4. Schedule and Budget Update
5. Proprietary Specifications Vote
6. Decide Value Engineering Items
 - Budget Discussion
 - VM Log Review
7. Vote to Submit 60% Construction Documents Package to MSBA
8. Construction Update
 - Construction Sign
 - Early Concrete and Steel Bidding Update
 - Neighborhood Meeting
 - Site Tours
9. Subcommittee Updates
10. New or Old Business
11. Committee Questions
12. Public Comments
13. Next Meeting: July 25, 2022
14. Adjourn

Join Go-To-Meeting: <https://meet.goto.com/624596037>

Dial-in: [+1 \(872\) 240-3212](tel:+18722403212) **Access Code:** [624-596-037](tel:624596037)

Symmes Maini & McKee Associates, Inc. (SMMA) Stoneham Public School District Stoneham High School		Original PFA Budget 08/18/2021	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET / Summary as of: 6/30/2022									
Propay code #	Name			A	B	C	D	E	
	Feasibility Study Agreement								
0001-0000	OPM Feasibility Study	187,500.00	(82,500.00)	105,000.00	105,000.00	105,000.00	-	-	-
0002-0000	A&E Feasibility Study	465,000.00	(45,000.00)	420,000.00	420,000.00	420,000.00	-	-	-
0003-0000	Environmental and Site	60,000.00	114,193.14	174,193.14	174,193.14	149,219.27	24,973.87	-	-
0004-0000	Other	37,500.00	13,306.86	50,806.86	49,051.36	49,051.36	-	-	1,755.50
	Feasibility Study Agreement Subtotal	\$ 750,000.00	\$ -	\$ 750,000.00	\$ 748,244.50	\$ 723,270.63	\$ 24,973.87	\$ -	\$ 1,755.50
	Administration								
0101-0000	Legal Fees	120,000.00		120,000.00	6,660.00	6,660.00	-	-	113,340.00
	Owner's Project Manager								
0102-0400	> Design Development	380,000.00		380,000.00	380,000.00	380,000.00	-	-	-
0102-0500	> Construction Contract Documents	640,000.00		640,000.00	640,000.00	179,200.00	460,800.00	-	-
0102-0600	> Bidding	180,000.00		180,000.00	180,000.00	-	180,000.00	-	-
0102-0700	> Construction Contract Administration	3,185,100.00		3,185,100.00	3,185,100.00	-	3,185,100.00	-	-
0102-0800	> Closeout	220,000.00		220,000.00	220,000.00	-	220,000.00	-	-
0102-0900	> Extra Services	140,000.00		140,000.00	-	-	-	-	140,000.00
0102-1000	> Reimbursable & Other Services	80,000.00		80,000.00	11,000.00	-	11,000.00	-	69,000.00
0102-1100	> Cost Estimates	-		-	-	-	-	-	-
0103-0000	Advertising	20,000.00		20,000.00	1,284.50	1,284.50	-	-	18,715.50
0104-0000	Permitting	120,000.00		120,000.00	-	-	-	-	120,000.00
0105-0000	Owner's Insurance	200,000.00		200,000.00	-	-	-	-	200,000.00
0199-0000	Other Administrative Costs	260,000.00		260,000.00	-	-	-	-	260,000.00
	Administration Subtotal	\$ 5,545,100.00	\$ -	\$ 5,545,100.00	\$ 4,624,044.50	\$ 567,144.50	\$ 4,056,900.00	\$ -	\$ 921,055.50
	Architecture and Engineering								
	Basic Services								
0201-0400	> Design Development	3,233,800.00		3,233,800.00	3,233,800.00	3,233,800.00	-	-	-
0201-0500	> Construction Contract Documents	4,921,000.00		4,921,000.00	4,921,000.00	1,405,998.60	3,515,001.40	-	-
0201-0600	> Bidding	1,124,800.00		1,124,800.00	1,124,800.00	-	1,124,800.00	-	-
0201-0700	> Construction Contract Administration	3,936,800.00		3,936,800.00	3,936,800.00	-	3,936,800.00	-	-
0201-0800	> Closeout	423,600.00		423,600.00	423,600.00	-	423,600.00	-	-
0201-9900	> Other Basic Services	-		-	-	-	-	-	-
	BASIC SERVICES SUBTOTAL	\$ 13,640,000.00	\$ -	\$ 13,640,000.00	\$ 13,640,000.00	\$ 4,639,798.60	\$ 9,000,201.40	\$ -	\$ -
	Reimbursable Services								
0203-0100	> Construction Testing	60,000.00	(8,500.00)	51,500.00	-	-	-	-	51,500.00
0203-0200	> Printing (over minimum)	40,000.00		40,000.00	-	-	-	-	40,000.00
0203-9900	> Other Reimbursable Costs	320,000.00	(7,700.00)	312,300.00	35,950.00	8,800.00	27,150.00	-	276,350.00
0204-0200	> Hazardous Materials	269,830.00		269,830.00	34,650.00	-	34,650.00	-	235,180.00
0204-0300	> Geotech & Geo-Env.	657,170.00		657,170.00	445,483.00	93,500.00	351,983.00	-	211,687.00
0204-0400	> Site Survey	44,000.00		44,000.00	44,000.00	44,000.00	-	-	-
0204-0500	> Wetlands	20,000.00		20,000.00	-	-	-	-	20,000.00
0204-1200	> Traffic Studies	209,000.00	7,700.00	216,700.00	216,700.00	69,721.58	146,978.42	-	-
	Architectural and Engineering Subtotal	\$ 15,260,000.00	\$ (8,500.00)	\$ 15,251,500.00	\$ 14,416,783.00	\$ 4,855,820.18	\$ 9,560,962.82	\$ -	\$ 834,717.00

Symmes Maini & McKee Associates, Inc. (SMMA) Stoneham Public School District Stoneham High School		Original PFA Budget 08/18/2021	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET / Summary as of: 6/30/2022									
0501-0000	<u>Pre-Construction Services</u>	\$ 258,528.00	\$ 8,500.00	267,028.00	267,028.00	129,262.00	137,766.00	-	\$ -
0502-0001	Construction Budget	\$ 153,418,660.00		\$ 153,418,660.00	\$ -	\$ -	\$ -	\$ -	\$ 153,418,660.00
CSI Code	CSI Description								
Construction Budget Subtotal		\$ 153,418,660.00	\$ 8,500.00	\$ 153,418,660.00	\$ -	\$ -	\$ -	\$ -	\$ 153,418,660.00
<u>Alternates</u>									
0506-0000	<u>Alternates</u>	-		-	-	-	-	-	-
Alternates Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0600-0000	<u>Miscellaneous Project Costs</u>								
0601-0000	<u>Utility Company Fees</u>	200,000.00		200,000.00	140,451.45	137,463.95	2,987.50	-	59,548.55
0602-0000	<u>Testing Services</u>	560,000.00		560,000.00	220,000.00	-	220,000.00	-	340,000.00
0603-0000	<u>Swing Space / Modulars</u>	-		-	-	-	-	-	-
0699-0000	<u>Other Project Costs (Mailing & Moving)</u>	360,000.00		360,000.00	-	-	-	-	360,000.00
0600-0000	Miscellaneous Project Costs Subtotal	\$ 1,120,000.00	\$ -	\$ 1,120,000.00	\$ 360,451.45	\$ 137,463.95	\$ 222,987.50	\$ -	\$ 759,548.55
0700-0000	<u>Furnishings and Equipment</u>								
0701-0000	<u>Furnishings</u>	1,251,000.00		1,251,000.00	-	-	-	-	1,251,000.00
0702-0000	<u>Equipment</u>								
0703-0000	<u>Computer Equipment</u>	1,251,000.00		1,251,000.00	-	-	-	-	1,251,000.00
Furnishings and Equipment Subtotal		\$ 2,502,000.00	\$ -	\$ 2,502,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,502,000.00
0507-0000	<u>Owner's Construction Contingency</u>	7,670,933.00		7,670,933.00	-	-	-	-	7,670,933.00
0801-0000	<u>Owners' (soft cost) Contingency</u>	3,068,373.00		3,068,373.00	-	-	-	-	3,068,373.00
Contingency Subtotal		\$ 10,739,306.00	\$ -	\$ 10,739,306.00	\$ -	\$ -	\$ -	\$ -	\$ 10,739,306.00
Total Project Budget		\$ 189,593,594.00	\$ -	\$ 189,593,594.00	\$ 20,416,551.45	\$ 6,283,699.26	\$ 13,865,824.19	\$ -	\$ 169,177,042.55

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 22: Geothermal Consultancy during Construction Administration Phase
Distribution: Stoneham School Building Committee (MF)

Date: 7/11/2022
Project No.: 20033

DESIGNER AMENDMENT NO. 22: GEOTHERMAL CONSULTANCY DURING CONSTRUCTION ADMINISTRATION PHASE

FEE: \$154,000.00

REASON: Provide Geothermal Consultancy during the Construction Administration phase for the New Stoneham High School project.

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical and GeoEnvironmental Budget, which has a balance of \$211,687.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 22

WHEREAS, the Town of Stoneham (“Owner”) and Perkins & Will, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Stoneham High School Project (Project Number 201802840505) at the Stoneham High School on July 10, 2020 “Contract”; and

WHEREAS, effective as of July 11, 2022, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,822,509.00	\$ 0.00	\$ 3,822,509.00
Construction Document Phase	\$ 0.00	\$ 5,089,074.00	\$ 0.00	\$ 5,089,074.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 154,000.00	\$ 4,090,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,574,776.14	\$ 154,000.00	\$15,148,776.14

This Amendment is a result of: Providing Geothermal Consultancy during Construction Administration phase to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Dennis J. Sheehan
(print name)

Town Administrator, Town of Stoneham
(print title)

By _____
(signature)

Date _____

DESIGNER

Robert Brown, AIA, IIDA, LEED AP
(print name)

Managing Director, Principal, Perkins & Will
(print title)

By _____
(signature)

Date _____

Perkins&Will

6.30.2022

Mr. Dennis J. Sheehan, Town Administrator
Stoneham Town Hall
35 Central Street, Second Floor
Stoneham, MA 02180

Re: Stoneham High School / Additional Services #22 Attachment F

Dear Mr. Sheehan,

As requested, attached, and noted herein, are the additional services for the CA Phase of the Geothermal work provided by McPhail Associates LLC and requested by Stoneham. We have attached the proposal, for your reference, from McPhail Associates for the scope of services dated June 29, 2022.

Project Overview

Task E2: Construction Monitoring

During the construction phase, it is recommended that McPhail be retained to monitor the geothermal-related construction work for compliance with the requirements of the Contract Documents. In addition to their in-house expertise, McPhail will collaborate and subconsult with Tracey Ogden of TAO Consulting, an IGSHA accredited geothermal installer to supplement the construction oversight performed by McPhail staff. Refer to the June 29, 2022, letter for additional details.

Schedule

The work will commence when the scope is approved by the Stoneham and required by the Project Schedule.

Compensation

Based on the scope and schedule outlined herein and attached McPhail proposes a fee for **Task E2** would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subconsultants (e.g., Tracey Ogden) at cost plus 10 percent. Hourly billing rates will not exceed \$150.00/hour. Assuming no unusual construction difficulties, their estimated total fee for Task E2 is **\$140,000** with a 10% mark up as allowed per contract. Any deviations to the attached will be at an additional charge to the below fee.

Estimated total Fee for Task E2	\$ 140,000
Perkins&Will 10% Mark up	<u>\$ 14,000</u>
Total Additional Services #22	\$ 154,000

Thank you,



Brooke Trivas

Principal, Practice Leader for Perkins&Will

cc: Perkins&Will Team, Joel Seely – SMMA, file



June 29, 2022

Perkins & Will
225 Franklin Street, Suite 1100
Boston, MA 02110

Attention: Mr. Patrick Cunningham, AIA

Reference: Stoneham High School; Stoneham, Massachusetts
Revised Proposal for Construction Phase Geothermal Engineering Services

We are pleased to present our revised proposal for providing geothermal engineering services associated with monitoring the construction of the geothermal well field (Task E2).

Background

A network of vertical closed-loop geothermal wells servicing ground source heat pumps will be installed to heat and cool a portion of the proposed building. The geothermal well field will consist of a total of forty-eight (48), 700-foot-deep closed-loop wells with double U-bends connected by HDPE well circuit piping installed in a standard step-down step-up reverse-return arrangement. The well field will be constructed south of the proposed building and will consist of 8 circuits, each including 6 wells that are spaced a minimum of 25 feet apart. The well field circuit piping will connect to a centrally located geothermal vault. From the geothermal vault, the main supply and return lines will connect to the water-to-water ground source heat pumps (reversible chillers) located in the building mechanical room. The well field piping will circulate a 30% solution of propylene glycol by volume, rated for use in ground source heat pumps systems and ground loops, and deionized water. Two (2) existing 700-foot-deep geothermal test wells will be incorporated into the proposed well field.

Task E2: Construction Monitoring

During the construction phase, it is recommended that McPhail be retained to monitor the geothermal-related construction work for compliance with the requirements of the Contract Documents. In addition to our in-house expertise, McPhail will collaborate and subconsult with Tracey Ogden of TAO Consulting, an IGSHPA accredited geothermal installer to supplement the construction oversight performed by McPhail staff. Accordingly, we propose to provide the following geothermal engineering services during the well field installation and commissioning:

1. Provide on-site monitoring during:
 - a. Drilling of the geothermal wells, including recording the materials and depth encountered, depth of water bearing zones and flow rates, the drill-rig used, drilling times, well depth, well diameter, casing length, grout type and quantity, and other pertinent information.



- b. Installation of the horizontal piping, including recording the depth of trench, bedding material and thickness, pipe diameter and materials, fusion joining of pipes and fittings, backfill material, and other pertinent information.
 - c. During the pressure testing of each loop assembly, the flushing and purging of each loop, and the flow test on each loop.
 - d. During the pressure testing of each circuit, the flushing and purging of each circuit, the flow test on each circuit, and the hydrostatic pressure test of the whole geothermal well system.
 - e. The deionization of the water within the exterior portion of the geothermal well field.
 - f. The filling of the geothermal well field with propylene glycol.
2. Prepare field reports summarizing the progress of the work and our observations of the geothermal-related construction activities, including any deviations by the Contractor from the requirements of the Contract Documents. Field reports would be submitted monthly.
 3. Attend job meetings as required to provide consultation on geothermal-related issues and problems which may arise during the work.

Based on the schedule provided by the Contractor, it is understood that construction of the geothermal well field will require twenty-four (24) weeks to complete. Furthermore, it is estimated that the process of making deionized water, filling the system with propylene glycol, and commissioning the geothermal system will require an additional three (3) weeks to complete. Therefore, the following are the estimated durations that McPhail personnel and Tracey Ogden may be required to be present on the site to monitor the geothermal well construction and associated testing and commissioning:

Activity	McPhail Staff	Tracey Ogden
Well Field Construction and Testing	Part-Time: 16 Weeks @ 20 Hours/Week = 320 Hours	Part-Time: 24 Weeks @ 4 Hours/Week = 96 Hours
	Full-Time: 8 Weeks @ 40 Hours/Week = 320 Hours	
Commission & System Start-up	Full-Time: 3 Weeks @ 40 Hours/Week = 120 Hours	Part-Time: 3 Weeks @ 20 Hours/Week = 60 Hours
<i>Total Hours</i>	<i>760</i>	<i>156</i>

The fee for Task E2 would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subconsultants (e.g., Tracey Ogden) at cost plus 10 percent. Hourly billing rates will not exceed \$150.00/hour.

Predicated on the above and assuming no unusual construction difficulties, our estimated total fee for Task E2 is **\$140,000**.



This fee includes the periodic involvement of our project manager to attend meetings, conduct site visits, and provide consultation to the Owner and Design Team. Our total fee would be dependent upon the duration of our required presence on the site which is, of course, a function of the Contractor's progress and phasing of activities. Should our presence on the site be required for a greater or lesser period, the cost of our field representative's time would be adjusted accordingly.

It is hereby understood that the presence of our field engineer and Tracey Ogden on the site will be solely for the purpose of monitoring the above-described construction. Our work does not include supervision or direction of the actual work of the Contractor or their employees. The Contractor should be informed that neither the presence of our field representative or Tracey Ogden nor the observations and testing of our firm shall relieve them in any way from their responsibility concerning defects discovered in the work. It is also understood that we will not be responsible for job site safety as this is the sole responsibility of the Contractor.

We would not exceed the fees stated herein without receiving prior authorization. Invoices for services would be submitted monthly and payment would be due within 10 days from receipt of payment by Perkins & Will from the Town of Stoneham.

The engineer's liability for damages due to professional negligence in performing geothermal engineering services will be limited to an amount not to exceed \$2,000,000 in accordance with the terms and conditions of our policy.

Final Comments

In summary, we appreciate the opportunity to submit our proposal and look forward to continuing our geothermal engineering services on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

PERKINS & WILL

BY _____

A handwritten signature in blue ink that reads "Jonathan W. Patch".

Jonathan W. Patch, P.E.

DATE _____

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 23: GeoEnvironmental Consultancy
Distribution: Stoneham School Building Committee (MF)

Date: 7/11/2022
Project No.: 20033

DESIGNER AMENDMENT NO. 23: GEOENVIRONMENTAL CONSULTANCY

FEE: \$5,500.00

REASON: Provide GeoEnvironmental Consultancy to perform follow-up Surface Soil Characterization for the New Stoneham High School project.

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical and GeoEnvironmental Budget, which has a balance of \$52,187.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 23

WHEREAS, the Town of Stoneham (“Owner”) and Perkins & Will, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Stoneham High School Project (Project Number 201802840505) at the Stoneham High School on July 10, 2020 “Contract”; and

WHEREAS, effective as of July 11, 2022, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,822,509.00	\$ 0.00	\$ 3,822,509.00
Construction Document Phase	\$ 0.00	\$ 5,089,074.00	\$ 0.00	\$ 5,089,074.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 4,090,800.00	\$ 5,500.00	\$ 4,096,300.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,728,776.14	\$ 5,500.00	\$15,154,276.14

This Amendment is a result of: Providing GeoEnvironmental Consultancy for follow-up Surface Soil Characterization Work for the New Stoneham High School to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Dennis J. Sheehan
(print name)

Town Administrator, Town of Stoneham
(print title)

By _____
(signature)

Date _____

DESIGNER

Robert Brown, AIA, IIDA, LEED AP
(print name)

Managing Director, Principal, Perkins & Will
(print title)

By _____
(signature)

Date _____

Perkins&Will

7.8.2022

Mr. Dennis J. Sheehan, Town Administrator
Stoneham Town Hall
35 Central Street, Second Floor
Stoneham, MA 02180

Re: Stoneham High School / Additional Services #23 Attachment F

Dear Mr. Sheehan,

As requested, attached, and noted herein, are the additional services for the follow-up surface soil sampling by FS Engineers and requested by Stoneham. We have attached the proposal, for your reference, from FS Engineers for the scope of services dated June 30, 2022.

Project Overview

The scope of work is based upon performing one (1) day of fieldwork to obtain surface soil samples for visual characterization and laboratory analysis. The purpose of the investigation is to collect additional analytical data on soil quality to assist in the determination of appropriate reuse options. A letter report will be submitted that contains laboratory reports, tabulated data, sample locations on a site plan, and recommendations. A detailed existing conditions site plan will be provided by PW before field soil sampling commences

Schedule

The work will commence when the scope is approved by the Stoneham Building Committee and written authorization is provided.

Compensation

Based on the scope and schedule outlined herein and attached FS Engineers proposes an estimated fee of \$5,000 with a 10% mark up as allowed per contract. The below, and attached letter from FS Engineers, outlines the total scope of service per additional service request

Perkins&Will

7.8.2022
Stoneham High School /
Additional Services #23
Attachment F

Any deviations to the attached will be at an additional charge to the below fee.

Allowance of \$5,000	\$ 5,000
Perkins&Will 10% Mark up	<u>\$ 500</u>
Total Additional Services #23	\$ 5,500

Thank you,



Brooke Trivas
Principal, Practice Leader for Perkins&Will

cc: Perkins&Will Team, Joel Seely – SMMA, file



June 30, 2022

Ms. Brooke Trivas, AIA
Principal
Perkins&Will
225 Franklin Street, Suite 1100
Boston, MA 02110

Re: Professional Services Relative to Follow-up Surface Soil Sampling at the
Proposed Stoneham High School, Stoneham, Massachusetts

Dear Ms. Trivas:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services for the above-referenced proposed school building in Stoneham, Massachusetts. FSE is a certified Minority Business Enterprise (MBE) and a Disadvantaged Business Enterprise (DBE) in Massachusetts. We have prepared this proposal based on the information provided by you. Our understanding is that there is no history of a documented release of oil and/or hazardous materials at the site within which the subject scope of work will be implemented.

In February 2022, FSE collected a total of fifty (50) topsoil samples for disposal characterization. The soil samples were collected from the top 1 foot and were submitted to a MassDEP-certified analytical laboratory for analysis for soil disposal characterization. Ten (10) samples exceeded/equaled the threshold for TCLP analysis requirement for lead detection. TCLP analysis was completed on eight (8) of the samples and the results were below the applicable threshold of 5 ppm. Due to inadequate sample volume, TCLP analysis was not completed for samples TS-3 and TS-29. Lead was detected at 159 ppm in TS-3 and 100 ppm in TS-29. FSE recommended that additional samples from locations TS-3 and TS-29 be analyzed for TCLP before off-site disposal/reuse of the soil from these grids.

The scope of work is based upon performing one (1) day of fieldwork to obtain surface soil samples for visual characterization and laboratory analysis. The purpose of the investigation is to collect additional analytical data on soil quality to assist in the determination of appropriate reuse options. A letter report will be submitted that contains laboratory reports, tabulated data, sample locations on a site plan, and recommendations. A detailed existing conditions site plan will be provided by PW before field soil sampling commences.

FSE is prepared to commit the necessary resources to ensure the timely completion of this project. The project team will be led by Mr. Farooq Siddique, PE, LSP, as Principal and Mr. Michael Hudson, as Project Manager. Both Mr. Siddique and Mr. Hudson have more than 30 year's professional experience in environmental site assessment and remediation.

Our proposal includes the Scope of Services, Schedule of Services, Fee for Services, Basis of Proposal, and Agreement for Professional Services.

1.0 SCOPE OF SERVICES

The following is a list of tasks to be performed under this Agreement:

Soil/Fill Disposal Characterization

1.1 Soil Sample Collection

- (a) FSE will review past reports provided by PW. Prepare a sampling plan based upon the information reviewed.
- (b) FSE will collect surface samples from the top 1-foot depth using a hand auger for laboratory analyses. Three (3) samples each will be collected from each of the grids containing sample locations TS-3 and TS-29.
- (c) FSE will collect the surface soil samples using a hand auger and screen for total volatile organic compounds (VOC) using a photoionization detector (PID). Submit six (6) surface soil samples for laboratory analysis for TCLP lead analysis.

1.2 Prepare Letter Report

- (a) Prepare a letter report that describes the surface soil sampling procedures, presents the tabulated laboratory soil sample analysis results, and contains the laboratory reports and a site plan.
- (b) Prepare a site plan that shows the sample locations in the grids containing TS-3 and TS-29.

2.0 SCHEDULE OF SERVICES

FSE is prepared to commence work on this project upon receipt of written authorization to proceed.

3.0 FEES FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services", compensation shall be the Estimated Fee of Five Thousand Dollars (\$5,000) as presented above.

Additional services will be billed hourly according to the following rates:

LSP Services:	\$ 132.00
Project Manager:	\$ 121.00
Project Engineer:	\$ 100.00
Subcontractor:	Cost + 10%

4.0 BASIS OF PROPOSAL

- (a) We have assumed that all existing site information will be made available.
- (b) We have assumed that any previous studies conducted on the site will be made available.
- (c) We have assumed that access to the site will be provided by the client.

5.0 AGREEMENT FOR PROFESSIONAL SERVICES - Attached herewith.

Please sign both copies of this Agreement. Retain a copy for your files and return the other to us; the receipt of which shall constitute Notice-to-Proceed. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this important project. Thank you for considering FS Engineers, Inc.

Very truly yours,

FS ENGINEERS, INC.


Farooq Siddique, PE, LSP
Principal

AGREED AND ACCEPTED BY CLIENT:

Name _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective is by and between **Perkins&Will, Inc.**, a corporation, with its principal office at **225 Franklin Street, Suite 1100, Boston, MA 02110** (hereinafter "Client"), and FS Engineers, Inc., a business corporation, with its principal office at 42 Nonset Path, Suite 42-1, Acton, MA 01720 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client:

Company shall provide Client with the "Services" set forth in the Proposal for Services dated **June 30, 2022** ("Proposal") with respect to the property identified in the Proposal ("the Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services under like or identical circumstances. Company reserves the right to refuse to undertake Services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.

Client agrees that such Services shall be rendered without any other warranty, expressed or implied, and, subject to all other limitations herein contained. Company shall be responsible only for such injury, loss or damage as is caused by the negligence or willful misconduct of Company, its employees, agents or representatives.

Company will not disclose information regarding the Proposal, Company's Services or its Report except 1) to Client, or 2) parties designated by Client. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking. This provision shall also be binding on Company, its agent, staff, consultant, contractors, and subcontractors.

Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the Site for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil compilings, pursuant to the Scope of Services. Should Client not own the Site, Client warrants and represents by acceptance of the Proposal that it has authority and permission of Site Owner and any site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Services, shall remain the sole property of Company. All reports and other work preparation by Company for Client shall be utilized solely for the intended purposes and Site described in the Proposal. Company will retain all pertinent documents for a period of three (3) years following submission of Company's final report to Client. Such documents will be available to Client upon request at Company's office during office hours on reasonable notice, and copies will be furnished by Company to Client for the total cost of retrieval and reproduction of same, when the Client requests and upon total payment by Client of reasonable cost of retrieval.

Client understands that the Company is not in control of the Site. Company does not undertake to report to any Federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety or the environment except to the extent required by law. Client, by acceptance of the Proposal, agrees that Client will comply with all applicable Federal, state, and municipal reporting requirements.

As of the date of this Agreement, Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at

the Site. Company hereby states, and Client acknowledges by acceptance of the Proposal, that Company may be unable to obtain insurance at reasonable cost for claims arising out of the investigation, assessment or evaluation of hazardous materials or pollutants or the detection, abatement, removal or replacement of products, materials or processes containing asbestos.

Subject to the conditions stated herein, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, officers, directors and employees from and against any and all liability, claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential including reasonable attorney's fees, and court and arbitration costs, sustained or alleged by any person or entity other than Client, based upon of arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury (including disease or death or both) and property damage (real or personal) or any other claim of damage, expense or loss, caused by their release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of, or remedial action taken because of, the release or suspected release of hazardous materials or pollutants; 4) any federal, state or local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials or processes containing asbestos, lead or other hazardous materials. This obligation shall be subject to the following conditions: (1) this obligation shall only apply to liabilities, claims, and costs arising out of work performed by Company for Client pursuant to this Agreement; and (2) this obligation shall not apply if the liability, claim, or costs was a result of Company's negligence or willful misconduct.

In addition to the provisions of Section 5 herein, Client specifically agrees to defend, hold harmless, and indemnify Company from and against any and all claims and liabilities resulting from: 1) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous waste, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act and Massachusetts General Laws Chapter 21C and 21E; 2) Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of hazardous materials or oil found or identified at the Site; 3) Changed conditions or waste materials introduced at the Site by Client or third persons after the completion of services described herein.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be paid as follows:

Client will pay Company for Services performed in accordance with rates and charges set forth in the Proposal.

2.2 Reimbursable Costs. Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

2.3 Invoicing.

(a) Invoices for Company's Services for payment by Client will be submitted monthly by the Company, or on a periodic basis, or upon completion of Services, as Company shall elect. Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, or for reasons set forth in Section 6.15, Client shall pay Company in full for all Services rendered by Company to the date of termination of Services plus all interest, termination costs and expenses incurred by Company and related to such termination. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Company from the exercise under this instrument, or at law.

2.4 Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than

taxes based on the Company's net income). If Client does not pay such taxes, the Company may make such payments and Client will reimburse the Company for those payments. Client will hold the Company harmless for any payments made by Client pursuant to this Section 2.4.

3. CHANGES. If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgement of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;

b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

4. STANDARD OF CARE.

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. LIABILITY.

5.1 Limitation. The Company's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by the Company, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the payment received by the Company from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Client agrees to limit the Company's liability to Client and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the payment received by the Company for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

In the event that Client makes a claim against Company, at law or otherwise for any alleged error, omission, or act arising out of the performance of Company's Services, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by Company in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

5.2 Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for the Company, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Company is at fault, or (ii) return to Client the fees paid by Client to the Company for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 5.1. Client agrees that it will not allege that this remedy fails its essential purpose.

5.3 Survival. Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS.

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations

under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor. The Company is an independent contractor of Client.

6.5 Notices. Client shall give the Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Client fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified herein or such other address as may be specified in a written notice in accordance with this Section. Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment. The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes. The Company and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.

6.11 Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ the Company's personnel, without the Company's prior written consent.

6.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's agreement to meet a specific obligation

or deadline despite the delay. In providing the referenced Services absent any negligence or willful misconduct on the part of the Company, its employees or agents, the Company shall not be responsible for delays.

6.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of the Commonwealth of Massachusetts, in Middlesex, (ii) hereby consents to the jurisdiction of the courts of the State of the Commonwealth of Massachusetts, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

6.15 Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgement of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;

b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

6.16 Use By Third Parties. Work performed by the Company pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the Company.

END

Warrant No. 28

Project:	Stoneham High School, Stoneham, Massachusetts	Project No.:	20033
Prepared by:	Joel G. Seeley, AIA	Date:	7/11/2022

School Building Committee for the Stoneham High School hereby authorizes to draw against funds for the obligations incurred for value received in services and for materials shown below:

<u>Vendor</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>ProPay Code</u>	<u>Balance After Invoice</u>
Perkins & Will	0192236	7/1/2022	\$ 702,999.30	0201-0500	\$ 3,515,001.40
Perkins & Will	0192236 AM12	7/1/2022	\$ 15,620.00	0204-0200	\$ 0.00
Perkins & Will	0192236 AM16	7/1/2022	\$ 11,000.00	0204-0300	\$ 18,150.00
Perkins & Will	0192236 AM18	7/1/2022	\$ 13,521.11	0204-1200	\$ 133,457.31
SMMA	57459	7/8/2022	\$ 89,600.00	0102-0500	\$ 460,800.00
SMMA	57459 AM02	7/8/2022	\$ 9,350.00	0102-1000	\$ 1,650.00
SMMA	57459	7/8/2022	\$ 115.50	0104-0000	\$ 119,769.00
SMMA	57459	7/8/2022	\$ 115.50	0104-0000	\$ 119,769.00
Consigli Construction Co.	PreCon 9	6/30/2022	\$ 18,466.00	0501-0000	\$ 110,800.00
Total			\$ 860,787.41		

Marie Christie

David Bois

Nicole Nial

Raymie Parker

Kevin Yianacopolus

Douglas Gove

Stephen O'Neill

Josephine Thomson

Jeanne Craigie

Lisa Gallagher

Sharon Iovanni

Cory Mashburn

Paul Ryder

David Pignone

Approved on _____

Perkins&Will

Invoice

July 1, 2022

Project No:

153010.000

Invoice No:

0192236

Dennis Sheehan
 Town of Stoneham
 Town Hall
 35 Central St
 Stoneham, MA 02180

Stoneham High School - FS-Closeout

Professional Services: through July 1, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Feasibility Phase	175,000.00	100.00	175,000.00	175,000.00	0.00
Schematic Design	245,000.00	100.00	245,000.00	245,000.00	0.00
Amendment #1	0.00	0.00	0.00	0.00	0.00
Survey/Wetlands-Nitsch	27,500.00	100.00	27,500.00	27,500.00	0.00
Phase 1 ESA	2,970.00	0.00	0.00	0.00	0.00
Geotechnical Services-Lahlaf	16,417.50	100.00	16,417.50	16,417.50	0.00
Hazardous Materials-UEC	4,950.00	100.00	4,950.00	4,950.00	0.00
Amendment #2	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	18,150.00	0.00	0.00	0.00	0.00
Amendment #3	0.00	0.00	0.00	0.00	0.00
Hydrant Flow Testing-AE	1,760.00	100.00	1,760.00	1,760.00	0.00
Amendment #4	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	-18,150.00	0.00	0.00	0.00	0.00
Amendment #5	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	4,166.14	100.00	4,166.14	4,166.14	0.00
Amendment #6	0.00	0.00	0.00	0.00	0.00
Traffic Analysis - Vanasse	13,970.00	70.6693	9,872.50	9,872.50	0.00
Amendment #7	0.00	0.00	0.00	0.00	0.00
Geotechnical - Lahlaf	23,699.50	100.00	23,699.50	23,699.50	0.00

REMIT PAYMENTS TO Perkins&Will, Inc.
 PO Box 71181
 Chicago, IL 60694-1181

WIRE/ACH TO BMO Harris Bank
 ABA# 071000288, Acct# 3769601
 SWIFT HATRUS44

TERMS Net 30 Days

Project	153010.000	Stoneham High School:FS-Closeout				Invoice	0192236
Amendment #8	0.00	0.00	0.00	0.00	0.00	0.00	
Geothermal - McPhail	55,000.00	67.4423	37,093.28	37,093.28	37,093.28	0.00	
Amendment #9	0.00	0.00	0.00	0.00	0.00	0.00	
Survey - Nitsch	23,760.00	100.00	23,760.00	23,760.00	23,760.00	0.00	
Amendment #10	0.00	0.00	0.00	0.00	0.00	0.00	
Walk Through	3,800.00	100.00	3,800.00	3,800.00	3,800.00	0.00	
Amendment #11	0.00	0.00	0.00	0.00	0.00	0.00	
Design Documents	3,233,800.00	100.00	3,233,800.00	3,233,800.00	3,233,800.00	0.00	
Construction Documents	4,921,000.00	42.8571	2,108,997.90	1,405,998.60	1,405,998.60	702,999.30	
Bidding	1,124,800.00	0.00	0.00	0.00	0.00	0.00	
Construction Administration	3,936,800.00	0.00	0.00	0.00	0.00	0.00	
Completion	423,600.00	0.00	0.00	0.00	0.00	0.00	
Amendment #12	0.00	0.00	0.00	0.00	0.00	0.00	
Hazardous Materials - UEC	34,650.00	45.0794	15,620.00	0.00	0.00	15,620.00	
Amendment #13	0.00	0.00	0.00	0.00	0.00	0.00	
Geotechnical - LGLI	55,429.00	76.8903	42,619.50	42,619.50	42,619.50	0.00	
Amendment #14	0.00	0.00	0.00	0.00	0.00	0.00	
Geo-environmental - FS Engineers	13,640.00	0.00	0.00	0.00	0.00	0.00	
Amendment #15	0.00	0.00	0.00	0.00	0.00	0.00	
Soil Testing - FS Engineers	85,690.00	0.00	0.00	0.00	0.00	0.00	
Amendment #16	0.00	0.00	0.00	0.00	0.00	0.00	
Test Well - McPhail	122,650.00	85.2018	104,500.00	93,500.00	93,500.00	11,000.00	
Amendment #17	0.00	0.00	0.00	0.00	0.00	0.00	
Survey Work - Nitsch	44,000.00	100.00	44,000.00	44,000.00	44,000.00	0.00	
Amendment #18	0.00	0.00	0.00	0.00	0.00	0.00	
Traffic Work - Vanasse	216,700.00	38.4138	83,242.69	69,721.58	69,721.58	13,521.11	
Amendment #19	0.00	0.00	0.00	0.00	0.00	0.00	
Topographic Survey - Nitsch	8,800.00	100.00	8,800.00	8,800.00	8,800.00	0.00	
Total Fee	14,819,552.14		6,214,599.01	5,471,458.60	743,140.41		

Total Fee 743,140.41

Total this Invoice \$743,140.41

REMIT PAYMENTS TO Perkins&Will, Inc.
 PO Box 71181
 Chicago, IL 60694-1181

WIRE/ACH TO BMO Harris Bank
 ABA# 071000288, Acct# 3769601
 SWIFT HATRUS44

TERMS Net 30 Days

REMIT PAYMENTS TO Perkins&Will, Inc.
PO Box 71181
Chicago, IL 60694-1181

WIRE/ACH TO BMO Harris Bank
ABA# 071000288, Acct# 3769601
SWIFT HATRUS44

TERMS Net 30 Days

INVOICE #9571

April 28, 2022

Accounts Payable
 Perkins + Will
 225 Franklin Street, Suite 1100
 Boston, MA 02110

Reference: **Hazardous Material Inspection/Design, Destructive and Roof Testing Services
 Stoneham High School**

Professional Services:

Type	Contract Amount	Percent Completed	Previously Billing	Current Fee Billing
Destructive/Roof Testing	\$ 7,000.00	100%	\$ 0.00	\$ 7,000.00
Inspection/Design	\$ 24,000.00	30%	\$ 0.00	\$ 7,200.00

Lump Sum Fee \$ 14,200.00



User	Role	Date	Comment
AP Specialist - Boston	AP Specialist	6/8/2022 8:53:56	Forwarded for review by Michelle Geoffrion
Brooke Trivas	Reviewer	6/8/2022 8:53:56	Invoice reviewed: Is this part of the 34,650 below the line. appears so
AP Specialist - Boston	AP Specialist	6/8/2022 8:53:56	Posted by Michelle Geoffrion



May 31, 2022
 Project No: 7189.2.C2
 Invoice No: 0073433

Perkins + Will
 225 Franklin Street, Ste. 1100
 Boston, MA 02110

Attention: Ms. Brooke Trivas
 email: bos.ap@perkinswill.com

Stoneham High School; Stoneham, Massachusetts
 Geothermal Engineering Services
 Task C2: Construction Document Phase
 Proposal dated 5/7/21 - Budget \$10,000

Professional Services from April 1, 2022 to April 30, 2022

Fee

Total Fee	10,000.00			
Percent Complete	100.00	Total Earned	10,000.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	10,000.00	
		Total Fee		10,000.00
			Total this Invoice	\$10,000.00

Billings to Date

	Current	Prior	Total
Fee	10,000.00	0.00	10,000.00
Totals	10,000.00	0.00	10,000.00



User	Role	Date	Comment
AP Specialist - Boston	AP Specialist	6/21/2022 9:5:34	Forwarded for review by Michelle Geoffrion
Brooke Trivas	Reviewer	6/21/2022 9:5:34	Invoice reviewed
AP Specialist - Boston	AP Specialist	6/21/2022 9:5:34	Posted by Michelle Geoffrion

Ref: 9000

April 11, 2022

Brooke Trivas
Perkins & Will
225 Franklin Street, Suite 1100
Boston, MA 02110

Re: Stoneham High School
Stoneham, Massachusetts

Dear Brooke:

Enclosed please find an invoice for the period ending March 26, 2022 for providing engineering services associated with the intersection improvements for the new high school located in Stoneham, Massachusetts. Services performed during this invoice period included:

- Completed preparation of geometric layout, signing, striping, preliminary utility layout and signal design for intersection improvements at two locations. Submitted 25% design to the town for review (Phase 003).
- Developed two temporary signal layout stages to support construction of modified high school entrance and provide continual access for construction vehicles to the work zone, and regular traffic to the school, throughout construction (Phase 03A).
- Refined geometric layout and analyzed alternatives to reduce physical impacts to properties and need for easement (Phase 005).
- Continued project coordination efforts including correspondence, conference calls and meetings with the Client and project team to coordinate project schedule and facilitate design development (Phase 007).

Should you have any questions regarding the enclosed invoice please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.

Stephen M. Boudreau

Stephen M. Boudreau, P.E.
Partner

Enclosure

Invoice

Vanasse & Associates, Inc.
TRANSPORTATION ENGINEERS AND PLANNERS
35 New England Business Center Drive
Suite 140
Andover, MA 01810

Brooke Trivas
 Perkins & Will
 225 Franklin Street, Suite 1100
 Boston, MA 02110

April 11, 2022
 Project No: 9000
 Invoice No: 40974

Invoice Total: \$12,291.92

Stoneham High School
 EMAIL to bos.ap@perkinswill.com

Professional Services from February 27, 2022 to March 26, 2022

Phase Number: 003 Preliminary Engineering

Fee

Total Fee 32,000.00

Percent Complete

100.00

Total Earned

32,000.00

Previous Fee Billing

24,000.00

Current Fee Billing

8,000.00

Total Fee

8,000.00

Phase Total

\$8,000.00

Phase Number: 005 Final Engineering

Fee

Total Fee 45,000.00

Percent Complete

5.0444

Total Earned

2,270.00

Previous Fee Billing

0.00

Current Fee Billing

2,270.00

Total Fee

2,270.00

Phase Total

\$2,270.00

Phase Number: 007 Project Meetings/Coordination

Professional Personnel

	Hours	Rate	Amount
Boudreau, Stephen	1.50	250.00	375.00
Talcoff, Drew	5.00	170.00	850.00
DeRoche, Daniel	1.00	145.00	145.00
Totals	7.50		1,370.00

Total Labor

1,370.00

Phase Total

\$1,370.00

Phase Number: 03A Temporary Traffic Signal Design

Fee

Total Fee 5,300.00

Percent Complete

11.9811

Total Earned

635.00



Project	9000	Perkins & Will / Stoneham / SMB	Invoice	40974
			Previous Fee Billing	0.00
			Current Fee Billing	635.00
			Total Fee	635.00
			Phase Total	\$635.00

Phase Number:	995	Expenses		
Reimbursable Expenses				
		Reproductions & Printing	1.10	
		Telephone / Fax	15.82	
		Total Reimbursables	16.92	16.92
			Phase Total	\$16.92
			TOTAL THIS INVOICE	\$12,291.92

Outstanding Invoices:

Number	Date	Balance
40785	3/11/2022	13,708.37
Total Outstanding		13,708.37



INVOICE CONTRACT SUMMARY

VAI Project #: 9000
Project Location: Stoneham, MA
Project Client: Perkins & Will
Invoice #: 40974
Period Ending: 3/26/2022

Phase Code / Description	Original Contract Amount	Amendment No. 1	Total Contract	Previous Billing	Current Invoice	Total Billed to Date	Remaining Budget	% Complete
001 Data Collection and Base Plans	5,000.00	-	5,000.00	4,150.00	-	4,150.00	850.00	83%
002 Roadway Safety Audit (RSA)	-	-	-	-	-	-	-	-
003 Preliminary Engineering	32,000.00	-	32,000.00	24,000.00	8,000.00	32,000.00	-	100%
03A Temporary Traffic Signal Design	-	5,300.00	5,300.00	-	635.00	635.00	4,665.00	-
004 Environmental Permit Documents	-	-	-	-	-	-	-	-
005 Final Engineering	45,000.00	-	45,000.00	-	2,270.00	2,270.00	42,730.00	5%
006 Right-of-Way and Layout	-	-	-	-	-	-	-	-
007 Project Meetings/Coordination	6,000.00	3,000.00	9,000.00	6,637.50	1,370.00	8,007.50	992.50	89%
008 Abutter Coordination	-	-	-	-	-	-	-	-
009 Bidding and Negotiating	4,000.00	-	4,000.00	-	-	-	4,000.00	-
010 Final Traffic Signal Layout Plans (As-Built)	-	-	-	-	-	-	-	-
011 Construction Services	85,000.00	(8,300.00)	76,700.00	-	-	-	76,700.00	0%
012 Utility Coordination	-	-	-	-	-	-	-	-
LABOR COST	177,000.00	-	177,000.00	34,787.50	12,275.00	47,062.50	129,937.50	27%
995 Expenses (estimated)	5,000.00	-	5,000.00	106.34	16.92	123.26	4,876.74	2%
A01 Borings	15,000.00	-	15,000.00	-	-	-	15,000.00	0%
EXPENSE COST	20,000.00	-	20,000.00	106.34	16.92	123.26	19,876.74	1%
TOTALS	197,000.00	-	197,000.00	34,893.84	12,291.92	47,185.76	149,814.24	24%



User	Role	Date	Comment
AP Specialist - Boston	AP Specialist	6/1/2022 11:34:19	Forwarded for review by Michelle Geoffrion
Brooke Trivas	Reviewer	6/1/2022 11:34:19	Invoice reviewed
AP Specialist - Boston	AP Specialist	6/1/2022 11:34:19	Posted by Michelle Geoffrion



Mr. Dennis Sheehan
 Town Administrator
 Town of Stoneham
 35 Central St
 Stoneham, MA 02180

July 8, 2022
 Project No: 20033.00
 Invoice No: 0057459

Project 20033.00 Stoneham High School OPM Services
Professional Services from May 28, 2022 to June 24, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Feasibility Study	56,000.00	100.00	56,000.00	56,000.00	0.00
Schematic Design	49,000.00	100.00	49,000.00	49,000.00	0.00
Design Development	380,000.00	100.00	380,000.00	380,000.00	0.00
Construction Documents	640,000.00	42.00	268,800.00	179,200.00	89,600.00
Bidding	180,000.00	0.00	0.00	0.00	0.00
Construction Administration	3,185,100.00	0.00	0.00	0.00	0.00
Closeout	220,000.00	0.00	0.00	0.00	0.00
Total Fee	4,710,100.00		753,800.00	664,200.00	89,600.00
Total Fee					89,600.00

Consultants

Consultants					
6/30/2022	LeMessurier Consultants Inc.	Structural Peer Review		9,350.00	
Total Consultants				9,350.00	9,350.00

Reimbursable Expenses

Permits/Fees/Regist				231.00	
Total Reimbursables				231.00	231.00

Total this Invoice \$99,181.00

Billings to Date

	Current	Prior	Total
Fee	89,600.00	664,200.00	753,800.00
Consultant	9,350.00	0.00	9,350.00
Expense	231.00	614.08	845.08
Totals	99,181.00	664,814.08	763,995.08

Authorized By: Joel Seeley



1380 Soldiers Field Road
Boston, MA 02135
617-868-1200

June 25, 2022
Project No: 22.0087.000
Invoice No: 3017839

Symmes Maini and McKee Associates Inc.
Joel Seeley
1000 Massachusetts Avenue
Cambridge, MA 2138

Project 22.0087.000 Stoneham High School Peer Review

Professional Services to June 11, 2022

Fee

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Primary Review	8,500.00	100.00	8,500.00	0.00	8,500.00
Subsequent Review	1,500.00	0.00	0.00	0.00	0.00
Total Fee	10,000.00		8,500.00	0.00	8,500.00
	Total Fee			8,500.00	
			Invoice Total	<u>\$8,500.00</u>	



THE COMMONWEALTH OF MASSACHUSETTS

Stoneham
CITY OR TOWN

6/22/22
check

BOARD OF APPEALS

May 27, 2022

NOTICE OF VARIANCE
Conditional or Limited Variance or Special Permit
(General Laws Chapter 40A, Section 18 as amended)

Notice is hereby given that a Conditional or Limited Variance or Special Permit has been granted

To The Town of Stoneham, Massachusetts
Owner or Petitioner

Address 35 Central Street

City or Town Stoneham, MA 02180

Identify Land Affected

by the Board of Appeals affecting the rights of the owner with respect to the use of premises on

149 Franklin Street Stoneham, Massachusetts
Street City or Town

the record title standing in the name of Town of Stoneham

whose address is 149 Franklin Street Stoneham, Massachusetts
Street City or Town State

by a deed duly recorded in the Middlesex South Registry of Deeds in

Book 10891 Page 20 and Registry District of the Land

Court Certificate No. Book Page

The decision of the said Board is on file in the office of the Town Clerk, Town Hall, Stoneham, MA

Certified this 27th day of May, 2022

Board of Appeals:

Robert Saltzman, Vice Chairman

Maia Sagarin Clerk

Received and entered with the Register of Deeds in the County of

Book Page

ATTEST

Register of Deeds

Notice to be recorded by Land owner

SMMA

SYMMES MAINI & McKEE ASSOCIATES

 **Cambridge Savings Bank**
63-71122113

63043

CHECK DATE
June 22, 2022

PAY
One Hundred Five and 00/100 Dollars

AMOUNT
105.00

TO
**Middlesex South Registry of Deeds
208 Cambridge Street
2nd Floor Documents
Cambridge, MA 02141**

Security Features Details on back

[Handwritten Signature] *[Handwritten Initials]*

⑆063043⑆ ⑆211371120⑆ 564826525⑆

ENCLOSE HERE

5110-1155
FOR DEPOSIT ONLY
Citizen Bank 1520372292
Cambridge, MA 02141
Commonwealth of Massachusetts
Southern Middlesex District
Register of Deeds
Recalcutt - 2826779

OFFICE OF THE REGISTER OF DEEDS
208 CAMBRIDGE STREET
CAMBRIDGE, MASSACHUSETTS 02141
TEL: 617-552-3300 FAX: 617-552-3301
WWW.STATE.COURTS.MA.GOV

6/27/22
check

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:297-0406
eDEP Transaction #:1372374
City/Town:STONEHAM

A. General Information

- 1. Conservation Commission STONEHAM
- 2. Issuance a. OOC b. Amended OOC
- 3. Applicant Details
 - a. First Name DENNIS b. Last Name SHEEHAN
 - c. Organization TOWN OF STONEHAM
 - d. Mailing Address 35 CENTRAL STREET
 - e. City/Town STONEHAM f. State MA g. Zip Code 02180
- 4. Property Owner
 - a. First Name b. Last Name
 - c. Organization
 - d. Mailing Address
 - e. City/Town f. State g. Zip Code
- 5. Project Location
 - a. Street Address 149 FRANKLIN
 - b. City/Town STONEHAM c. Zip Code 02180
 - d. Assessors 8 e. Parcel/Lot# 134
 - Map/Plat#
 - f. Latitude 42.47220N g. Longitude 71.09010W
- 6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
SOUTHERN MIDDLESEX		10891	20-27
- 7. Dates

a. Date NOI Filed : 5/13/2022	b. Date Public Hearing Closed: 5/23/2022	c. Date Of Issuance: 6/13/2022
-------------------------------	--	--------------------------------
- 8. Final Approved Plans and Other Documents

- a. **Plan Title:** CIVIL PLANS FOR STONEHAM HIGH SCHOOL STORMWATER REPORT AND LANDSCAPE PLANS
- b. **Plan Prepared by:** DAVID CONWAY
- c. **Plan Signed/Stamped by:** NITSCH ENGINEERING
- d. **Revised Final Date:** 4/29/22
- e. **Scale:**

B. Findings

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

Check all that apply:

SMMA

SYMMES MAINI & McKEE ASSOCIATES



Cambridge Savings Bank

63-71122113

63047

CHECK DATE

June 27, 2022

PAY

One Hundred Five and 00/100 Dollars

TO

Middlesex South Registry of Deeds
208 Cambridge Street
2nd Floor Documents
Cambridge, MA 02141

AMOUNT

105.00

Security Features Details on back

B/L *Jack*

⑆063047⑆ ⑆211371120⑆ 564826525⑆

ENDORSE HERE

5110 1157

FOR DEPOSIT ONLY
Citizens Bank
Cambridge, MA 02141
Middlesex South Registry of Deeds
Receipt # - 2828647

TO OWNER: Symmes Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, MA 02138

PROJECT: Stoneham High School

Invoice: 9
Draw:
Application date: 6/30/2022
Period ending date: 6/30/2022

DISTRIBUTE TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Consigli Construction Co., Inc.
72 Sumner Street
Milford, MA 01757

VIA ARCHITECT: Perkins + Will
225 Franklin Street
Boston, MA 02110

PROJECT NO: 2515

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown above, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$283,528.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$283,528.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$172,728.00
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0.00 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a+5b or Total in Column I on G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$172,728.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior CERTIFICATE)	\$154,262.00
8. CURRENT PAYMENT DUE (Line 6 Less Line 7)	\$18,466.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 Less Line 6)	\$110,800.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Consigli Construction Co., Inc.
By: [Signature] Date: 7/8/22

State of: DC County of: _____
On this the 8 day of July, 2022 before me,
proved to me through satisfactory evidence of identity, which was/were
personal knowledge

to be the person(s) whose name(s) was/were signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Mariana Batzarian
My Commission expires: 02/28/25
MARIANA BATZARIAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:\$ 18,466.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Project: **2515-00 / Stoneham High School**

Invoice: **9**
 Draw: **251500009**
 Application date: **6/30/2022**
 Period ending date: **6/30/2022**

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on contracts where variable retainage for items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
22-000	Stoneham High School								
22-005	Schematic Design Phase	25,000.00	25,000.00			25,000.00	100.00		
22-010	Post Schematic Design	258,528.00	129,262.00	18,466.00		147,728.00	57.14	110,800.00	
GRAND TOTALS		283,528.00	154,262.00	18,466.00		172,728.00	60.92	110,800.00	

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

**SCHOOL BUILDING COMMITTEE
STONEHAM HIGH SCHOOL**

All meetings held at the
Central Middle School Media Center and Remote Participation at 7:00 PM
unless otherwise noted
MEETINGS SCHEDULE AND AGENDAS
June 28, 2022

DATE	AGENDA
90% and 100% Construction Documents Phase	
July 25, 2022	SCHOOL BUILDING COMMITTEE MEETING Review Overall Construction Document Phase Schedule Review 90% and 100% Construction Document Schedule Review Value Engineering Follow-up Construction Update
August 8, 2022	SCHOOL BUILDING COMMITTEE MEETING Review Design Refinements Construction Update Award Concrete and Steel Package Review MSBA 60% Construction Documents Comments
August 22, 2022	SCHOOL BUILDING COMMITTEE MEETING Review Design Refinements Construction Update Review LEED Scorecard
September 12, 2022	SCHOOL BUILDING COMMITTEE MEETING Review Design Refinements Construction Update
September 26, 2022	AD HOC VE SUBCOMMITTEE MEETING - 4:00 PM
September 26, 2022	SCHOOL BUILDING COMMITTEE MEETING Decide Value Engineering Items Vote to Submit 90% Construction Documents Package to MSBA
September 28, 2022	<i>SUBMIT 90% CONSTRUCTION DOCUMENTS PACKAGE TO MSBA</i>
October 11, 2022	SCHOOL BUILDING COMMITTEE MEETING (TUESDAY) Review Design Refinements Construction Update Approve Trade Contractors for 100% Construction Documents
October 24, 2022	SCHOOL BUILDING COMMITTEE MEETING Review MSBA 90% Construction Documents Comments Construction Update
November 4, 2022	<i>ISSUE 100% CONSTRUCTION DOCUMENTS TO BID</i>
November 14, 2022	SCHOOL BUILDING COMMITTEE MEETING Construction Update Bidding Update
December 18, 2022	SCHOOL BUILDING COMMITTEE MEETING Construction Update Trade Contractor Bids Review
	ADDITIONAL MEETINGS TO BE SCHEDULED

Proprietary Items

Number	Description	Item	Location/Program	Spec Section	Manufacturer	Reason	
1	Auditorium Orchestra Pit Vertical Platform Lift	Virtuoso Lift	Orchestra Pit	14 42 00	Ascension	A lift is required for egress and accessibility reasons by code in the Orchestra Pit. The Ascension Virtuoso vertical platform lift is the only mastless lift on the market. Mastless means that it does not have any bulky segments that will stick up above the stage elevation and block views of the stage.	
2	Networking Hardware	Network Electronics	Network Hardware	27 20 00	Aruba	Stoneham Public Schools has standardized on Aruba Networking Hardware. Network hardware standardization across facilities provides a unified and streamlined approach to network management. In other words, the entire network can be configured, managed and monitored through one interface, known in I.T. as a "single pane of glass". Standardization provides for simplification of maintenance and warranty issues, improved scalability and redundancy, no constraints on network topology, and lower total cost of Ownership. Therefore, in order to fully and seamlessly integrate the network switches for the new Stoneham High School project with the district network and platform, the network switches will be specified proprietary as Aruba.	
3	a	Theatrical Lighting Fixtures	Source Four Lustr II LED spotlights	Theatrical Lighting	11 61 91	Electronic Theatre Controls	<p>1. These products are highly specialized multi-color LED fixtures with integrated control electronics. They are much more expensive than traditional incandescent lighting fixtures and cheaper "club" lighting fixtures. But they provide superior performance (for example, higher efficiency, higher reliability, and more realistic rendering of skin tones) and they have a lower life cycle cost. Because they are highly specialized, and because the development of LED fixtures for theater lighting is at an early stage, these products have no "or equals" on the market. The features and over overall quality of these products have made them industry standards, in wide use from elementary schools to Broadway theaters.</p> <p>2. These products are available through multiple local vendors so pricing will be competitive.</p>
	b	Theatrical Lighting Fixtures	ColorForce II LED spotlights	Theatrical Lighting	11 61 91	Electronic Theatre Controls	
	c	Theatrical Lighting Fixtures	ColorForce II LED wash light fixtures	Theatrical Lighting	11 61 91	Electronic Theatre Controls	
	d	Theatrical Lighting Fixtures	ColorForce II LED strip light fixtures	Theatrical Lighting	11 61 91	Chroma-Q	
	e	Theatrical Lighting Fixtures	Lonestar LED moving light fixture	Theatrical Lighting	11 61 91	Electronic Theatre Controls	
	f	Theatrical Lighting Fixtures	MAC Aura LED moving wash fixture	Theatrical Lighting	11 61 91	Martin	
4	a	Theatrical Lighting Controls	Element 2 1K Control Console	Theater Lighting Controls	26 55 61	Electronic Theatre Controls	<p>Most of this section comprises proprietary products manufactured by ETC. This includes relay-controlled theater lighting outlets, a dedicated theater lighting Ethernet system, portable controls desks, and related control devices. This also includes an integrated architectural lighting control system. These products are provided in the Auditorium and the Interdisciplinary Performance Room.</p> <p>1. The reason for this request is primarily pedagogical. ETC lighting controls are the default industry standard. Stoneham students will encounter ETC control installations in most theaters and educational settings after they graduate. The concepts and applications that students will learn using the ETC control system at Stoneham will be widely transferrable and will better prepare them for college or employment.</p> <p>2. These products form an integrated theater lighting control system with many interdependent parts. Having a single source of manufacture for the critical elements of the system is important for interoperability and reliability.</p> <p>3. These products are available through multiple local vendors so pricing will be competitive.</p>
	b	Theatrical Lighting Controls	ION XE 20 Control Console	Theater Lighting Controls	26 55 61	Electronic Theatre Controls	
5	a	Security System	Access Control System	Security	28 13 00	EntraPass by Kantech	To match and be compatible with Town existing systems
	b	Security System	Surveillance System	Security	28 20 00	ExacqVision by Tyco/Exacq	To match and be compatible with Town and Police existing systems
	c	Security System	Primus Lock Core System	Security/Hardware	08 71 00	Match existing Town System	To match existing town master key system
6	Sprinkler Heads	Tyco Window Sprinkler Heads	Fire Protection	21 00 01	Horizontal Sidewall Window Sprinkler Heads	Window sprinkler heads are required where we have interior glazing within fire rated assemblies surrounding some of the multi height spaces in the building, namely the Gym and the Level 3 Corridor surrounding the main staircase. The code requires that the sprinklers are spaced out so that they do not spray each other, which is referred to as 'cold-soldering'. In the case of glazing, the challenge arises where we need to protect the glass with one sprinkler and the floor with another ceiling mounted sprinkler; this creates coordination complexity and can add cost by requiring additional baffles where the spacing requirements between the two types cannot be met on their own. Tyco is the only manufacturer that provides a horizontal sidewall sprinkler head. The horizontal type heads are able to be mounted within 1/2" of the glazed area, which in turn allows the surrounding glass framing to act as a baffle, eliminating the aforementioned need for additional baffles and/or complex coordination. In the case of the Gym, where we have multiple sprinkler heads stacked vertically, it would be imperative to use the horizontal sidewall sprinklers to avoid additional cost and complexity. Pending variance.	
7	Stormwater Treatment	Stormceptor STC	Stormwater Treatment	33 40 00	Contech	This product provides stormwater quality treatment required for stormwater runoff on pollution-generating impervious surfaces (any pavement with vehicular traffic). To meet our target water quality rates, we need to utilize products that are pre-approved by the state to provide 'X' amount of water quality. We are relying on these specific units to provide enough water quality for our site to meet Total Suspended Solids (TSS) removal standards.	
8	Building Management System	Niagra Tridium Software	Building Mgmt. System	23 00 00	Niagra Tridium	To integrate with other school building management systems in the district	

New Stoneham High School

Upcoming Cost Events

June 28, 2022

SMMA

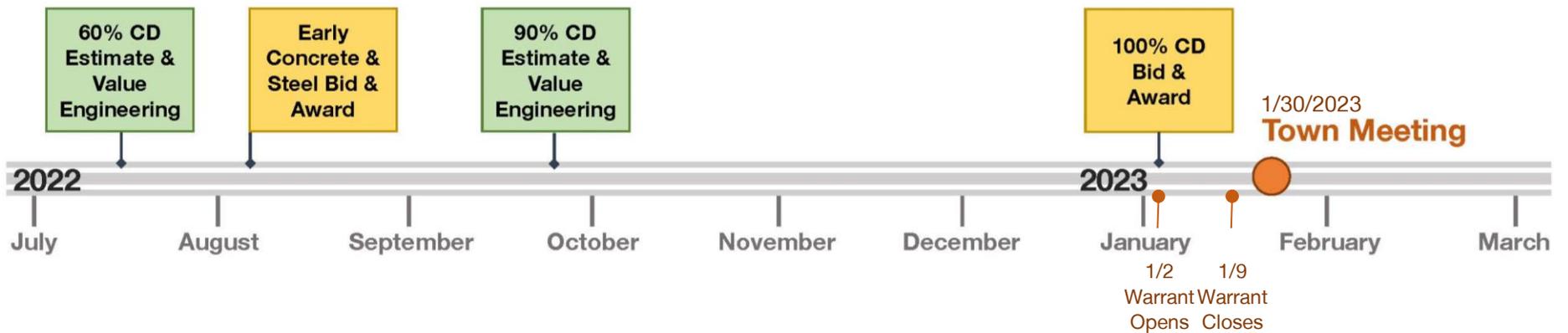
Project Management

March 28, 2022	SSBC Vote Final VE
April 8, 2022	Submit Design Development Documents to MSBA
May 9, 2022	Issue Early Site Enabling Bid Documents
May 20, 2022	Bids Due <i>Descoping</i>
June 6, 2022	SSBC Vote to Award
May 27, 2022	Print 60% CD Estimating Documents <i>Value Engineering</i>
July 14, 2022	Submit 60% Construction Documents to MSBA
June 24, 2022	Issue Early Concrete and Steel Bid Documents
July 18, 2022	Bids Due <i>Descoping</i>
August 8, 2022	SSBC Vote to Award
August 22, 2022	Print 90% CD Estimating Documents <i>Value Engineering</i>
September 28, 2022	Submit 90% Construction Documents to MSBA
November 4, 2022	Issue 100% CD Bid Documents
December 2, 2022	Bids Due <i>Descoping</i>
January 9, 2022	SSBC Vote to Award

October 2022 Special Town Meeting



January 2023 Special Town Meeting



October 2022 Special Town Meeting

PROS

- No Further Value Engineering at 90% Construction Documents

CONS

- Contingency Included for Final Bid Amount
- Risk of Final Bid Amount Being Over Contingency
- Voter Uncertainty on Contingency
- Ballot Vote can only be Waived Once by DOR

January 2023 Special Town Meeting

PROS

- Final Bid Amount Included
- Voter Certainty on Amount
- Ballot Vote Waiver by DOR Includes Final Bid Amount
- Longer Timeline to Prepare Voters

CONS

- Value Engineering Potentially Required at 90% Construction Documents

Stoneham High School - 60% CD

Value Management Log

As of: 7/8/2022

RECOMMENDED: \$157,051,433

Budget: 153,418,660

Delta: \$3,632,773



NO.	DESCRIPTION	VM AMOUNT	STATUS	RECOMMEND AMOUNT	PENDING AMOUNT	REJECTED AMOUNT	NOTES
ITEM DESCRIPTION		TOTAL					
CL-054c	BLEACHERS/STADIUM - Eliminate Spartan Stadium Building entirely from project; propose putting it to Town Vote as a separate project w/ separate funding stream	(\$3,850,905)	PENDING		(\$3,850,905)		Rejected at DD.
CL-054d	BLEACHERS/STADIUM - Provide "shell" and bathrooms only at Stadium Building for future fit-out; maintain bleachers	(\$943,138)					Rejected at DD.
CL-054a	BLEACHERS/STADIUM - Reduce Spartan Stadium Building by decreasing both locker rooms by size by 200 sf; reduce stadium seating by corresponding amount	(\$244,135)					Rejected at DD.
CL-054b	BLEACHERS/STADIUM - Eliminate Press Box Entirely	(\$166,804)					Rejected at DD.
MD-023	PROGRAMMING - Shell Pre-K area classrooms	(\$988,061)	PENDING		(\$988,061)		
CL-079	TURF FIELD - Change Spartan Stadium synthetic turf field to seeded grass with irrigation	(\$735,659)	PENDING		(\$735,659)		
CL-014	TURF FIELD - Change South synthetic turf field to seeded grass with irrigation	(\$635,219)	PENDING		(\$635,219)		Mutually exclusive with P&W Item L-008a
CL-027	SPORTS LIGHTING - Delete sports lighting at South Field	(\$425,614)	PENDING		(\$425,614)		P&W VE Item L-009b
CL-080	SPORTS LIGHTING - Delete sports lighting from Spartan Stadium	(\$425,614)	PENDING		(\$425,614)		
IN-125	WET WALL TILE - Remove tile at wet walls in bathrooms (from 5' to 0'), replace with epoxy paint	(\$335,417)	PENDING		(\$335,417)		
IN-096	SPARTAN PLACE CEILING - Change Wood Ceiling to standard ACT-4 ceiling in Spartan Place *	(\$323,428)	PENDING		(\$323,428)		
CL-059	PLAYGROUND - Replace rubber safety surface in Pre-K Playground with engineered wood fiber. (Combination of accessible path and wood fiber)	(\$187,414)	PENDING		(\$187,414)		Rejected at DD.
IN-131	OPERABLE WALL - Delete remaining operable wall between all general classrooms	(\$167,777)	PENDING		(\$167,777)		
IN-130	FIREPROOFING - Remove intumescent fireproofing from EXP-2 from gymnasium, replace with spray fireproofing	(\$142,459)	PENDING		(\$142,459)		Rejected at DD.
D-022	LIGHTNING PROTECTION - Eliminate	(\$139,333)	PENDING		(\$139,333)		P&W VE Item E-004; Owner Decision . Rejected at DD.
D-050	ELECTRICAL GENERATOR - Reduce size of generator to 500kW (no warming/cooling center)	(\$139,003)	PENDING		(\$139,003)		Rejected at DD.
CL-047	BLEACHERS - Eliminate bleachers from soccer, baseball, and softball fields	(\$137,896)	PENDING		(\$137,896)		Rejected at DD.
D-039	CLASSROOM AUDIO - Remove all: connections to classroom display, wireless mics, and an input for assistive listening transmitters; target savings \$120k direct cost	(\$133,443)	PENDING		(\$133,443)		P&W VE Item TE-004; Owner Decision . Rejected at DD.
IN-140	THEATRICAL EQUIPMENT - Reduce Auditorium Theatrical budget by 20%; Note: Significant impact to program	(\$132,109)	PENDING		(\$132,109)		
CL-071	COURTS - Eliminate all pickleball courts and one tennis court	(\$122,696)	PENDING		(\$122,696)		
EN-054	CMU MASONRY UNIT SIZES - Increase size of ground face CMU at EXT-2 from 4"x4"x24" to 4"x8"x24" *	(\$51,711)	PENDING		(\$51,711)		
EN-055	CURTAINWALL SPARTAN PLACE - Reduce curtainwall by 25%, replace with masonry *	(\$102,955)	PENDING		(\$102,955)		
D-055	SITE LIGHTING - Reduce quantity of site lighting fixtures by 10 ea	(\$102,775)	PENDING		(\$102,775)		Recommended at DD.
EQ-008	SEATING - Replace individual fixed seating in Auditorium with bench seating	(\$100,082)	PENDING		(\$100,082)		
IN-151	ALUMINUM STOREFRONT - Change all interior aluminum storefront and doors to painted hollow metal	(\$89,385)	PENDING		(\$89,385)		
D-061	FIRE PROTECTION - Remove Fire Protection entirely from Stadium Building	(\$86,935)	PENDING		(\$86,935)		Rejected at DD.
IN-045b	ORCHESTRA PIT - Eliminate Aud Orchestra Pit & replace with flat concrete slab & 39 movable seats (maintains a space for musicians to perform during musicals). Must maintain wheelchair lift for egress.	(\$85,105)	PENDING		(\$85,105)		
IN-045a	ORCHESTRA PIT - Eliminate Aud Orchestra Pit and wheelchair lift & replace with additional stepped seating platforms w/ 39 additional fixed seats.	(\$49,854)					3 rows of seating would not be usable if front space were used by musicians during a performance due to noise conflict.
EN-056	METAL PANEL FINISH - Change metal panel to cement board at all exterior soffits.	(\$82,635)	PENDING		(\$82,635)		
EN-051	DELETE SKYLIGHTS - Delete skylights south of gymnasium	(\$23,419)	PENDING		(\$23,419)		
EN-052	DELETE SKYLIGHTS - Delete skylights east and west of gymnasium	(\$74,311)	PENDING		(\$74,311)		
EN-053	DELETE SKYLIGHT - Delete skylight north of gymnasium	(\$68,456)	PENDING		(\$68,456)		
CL-090	BOLLARDS - Remove 28 bollards at front entry drive, provide raised curb w/accessible curb cut	(\$73,394)	PENDING		(\$73,394)		
CL-097	CURBS - Reuse existing granite curbs	(\$71,036)	PENDING		(\$71,036)		
EN-060	METAL PANEL RETURNS AT EGRESS STAIRS C & D - Change metal panel wall returns at egress stairs C & D to CMU	(\$69,391)	PENDING		(\$69,391)		
CL-002	EAST CURB - Change Vertical Granite to Cape Cod Berm in the East Parking Lot, radius to remain Vertical Granite	(\$49,790)	PENDING		(\$49,790)		
CL-003	WEST CURB - Change Vertical Granite to Cape Cod Berm in the West Parking Lot, radius to remain Vertical Granite	(\$55,879)	PENDING		(\$55,879)		
D-008	ELECTRICAL - Reduce hardwire tel/data drop quantities by 10%	(\$55,601)	PENDING		(\$55,601)		Recommended at DD.
CL-038d	SCOREBOARDS, EXTERIOR - Eliminate scoreboard at South soccer and baseball fields	(\$106,755)	PENDING		(\$106,755)		
CL-038a	SCOREBOARDS, EXTERIOR - Eliminate scoreboard at North soccer field	(\$53,377)	PENDING		(\$53,377)		P&W VE Item L-012
CL-038b	SCOREBOARDS, EXTERIOR - Eliminate scoreboard at Spartan Stadium	(\$53,377)	PENDING		(\$53,377)		
CL-038c	SCOREBOARDS, EXTERIOR - Eliminate scoreboard at softball field	(\$53,377)	PENDING		(\$53,377)		
CL-081	CONCRETE PAVING - Change concrete paving to asphalt paving at Front Entry Plaza	(\$52,585)	PENDING		(\$52,585)		
IN-152	GLASS - Reduce interior glass at Gymnasium by 20% *	(\$20,972)	PENDING		(\$20,972)		
IN-154	GLASS - Reduce Maker Space clerestory glass by 1/3	(\$22,213)	PENDING		(\$22,213)		
IN-138	FIRE DOOR - Change (4 ea) horizontal sliding fire door to standard rated swing doors	(\$36,906)	PENDING		(\$36,906)		

Stoneham High School - 60% CD

Value Management Log

As of: 7/8/2022

RECOMMENDED: \$157,051,433

Budget: 153,418,660

Delta: \$3,632,773



NO.	DESCRIPTION	VM AMOUNT	STATUS	RECOMMEND AMOUNT	PENDING AMOUNT	REJECTED AMOUNT	NOTES
CL-089	NETS - Remove 20' high net at Spartan Place end zones	(\$48,040)	PENDING		(\$48,040)		
IN-085	OVERHEAD DOOR - Replace Maker Space glazed sliding acoustic doors with standard HM acoustic glass doors and sidelight	(\$46,172)	PENDING		(\$46,172)		
IN-059	VERTICAL CIRCULATION - Eliminate raised floor and wheelchair lift in Perf. Room Control Room	(\$44,748)	PENDING		(\$44,748)		P&W VE Item A-054; Owner decision
EQ-007	PIPE GRID - Delete pipe grid in AV Suite Video Room	(\$44,481)	PENDING		(\$44,481)		
CL-074	RETAINING WALLS – Replace site retaining walls with segmented precast concrete retaining walls.	(\$43,556)	PENDING		(\$43,556)		
EQ-005	GYM DIVIDER CURTAINS - Remove North Divider Curtain in Gym; South Divider Curtain to remain in scope	(\$41,701)	PENDING		(\$41,701)		
IN-137	RAILINGS - Change decorative metal railings to picket bar railing at Monumental Stair, Stair A & E	(\$38,921)	PENDING		(\$38,921)		
IN-146	GLASS WALLS - Reduce glass walls into North Skylight Well on 3rd floor by 1/3	(\$25,474)	PENDING		(\$25,474)		
CL-092	BATTING CAGE - Remove batting cage at baseball field	(\$34,093)	PENDING		(\$34,093)		
D-040	RADIANT HEATING - Change Radiant Underfloor Heating to standard HVAC heating in Cafeteria and Media Bridge	(\$34,028)	PENDING		(\$34,028)		
IN-060	SCIENCE EQUIPMENT - Eliminate (2) fume hoods; from Physics	(\$33,361)	PENDING		(\$33,361)		P&W VE Item A-055a; Owner decision
EQ-010	PERFORMANCE ROOM CURTAINS - Eliminate; Note: eliminates the ability for performers to circulate around the performance area without being seen by the audience	(\$33,361)	PENDING		(\$33,361)		Previously EQ-006 (duplicate item number)
IN-097	OPERABLE PARTITION - Eliminate Operable Wall at Art Room; replace with standard wall construction and 30' of marker board on each side	(\$32,675)	PENDING		(\$32,675)		
D-044	TOLIETS - Eliminate sensor flush valves; utilize manual flush	(\$30,692)	PENDING		(\$30,692)		
IN-134	STAIR TREADS - Change polished concrete stair treads to rubber treads and risers at Monumental Stair	(\$30,492)	PENDING		(\$30,492)		
CL-091	BATTING CAGE - Remove batting cage at softball field	(\$30,053)	PENDING		(\$30,053)		
IN-141	THEATRICAL EQUIPMENT - Reduce Interdisciplinary & Project Performance Room Theatrical Equipment budget by 20%; Note: Significant impact to program	(\$28,468)	PENDING		(\$28,468)		
EQ-009a	STAGE EQUIPMENT - Eliminate 3 stage counterweight rigging linesets	(\$28,357)	PENDING		(\$28,357)		
EQ-009b	STAGE EQUIPMENT - Eliminate an additional 3 stage counterweight rigging linesets	(\$28,357)	PENDING		(\$28,357)		
IN-090	FLOORING - Change Polished Concrete Floor to Resilient Tile in all Science Rooms	(\$27,349)	PENDING		(\$27,349)		
IN-091	FLOORING - Change Polished Concrete Floor to Stained Concrete in Art Rooms	(\$28,236)	PENDING		(\$28,236)		
EN-057	ALT PE CURTAINWALL - Reduce curtainwall by 50%.	(\$28,103)	PENDING		(\$28,103)		
CL-061	TREES AND PLANTINGS - Reduce trees and plants scope by 15%	(\$25,921)	PENDING		(\$25,921)		
IN-126	COUNTERTOPS - Culinary - Replace all stainless steel countertops with millwork and stone tops	(\$25,215)	PENDING		(\$25,215)		
CL-041	SIDEWALKS - Change concrete walks to asphalt; target 25%	(\$23,863)	PENDING		(\$23,863)		
IN-150	WALK-OFF GRILLES - Change recessed walk-off grilles (WOM-1) to walk-off carpet (WOM-2)	(\$22,196)	PENDING		(\$22,196)		
IN-145	WOOD CEILING - Delete wood ceiling clouds in North Skylight Well on 3rd floor	(\$21,765)	PENDING		(\$21,765)		
EQ-004	BASKETBALL HOOPS - Eliminate (3) retractable basketball hoops from the gym	(\$21,685)	PENDING		(\$21,685)		
IN-114	INTERIOR GLAZING - Reduce the width of all classroom sidelights from 36" to 18", eliminate office sidelights and replace with door lites	(\$21,477)	PENDING		(\$21,477)		
IN-148	GYPBOARD CEILING - Change gypsum board ceiling on 3rd floor corridor C-A3.0 to standard ACT-1 ceiling	(\$20,605)	PENDING		(\$20,605)		
VALUE MANAGEMENT SUBTOTALS					\$0	(\$11,607,914)**	\$0
	Savings on Indirect Costs		Inc in values above				
VALUE MANAGEMENT TOTALS					\$0		
	Reconciled 60% CD Estimate Starting Value:	\$157,393,828					
	Adjustments to 60% CD Estimate:	(\$342,395)					
	Reconciled 60% CD Estimate Starting Value w/Adjustments:	\$157,051,433					
TOTAL CONSTRUCTION COST W/ AD-HOC RECOMMENDED ITEMS					\$157,051,433		
TOTAL CONSTRUCTION COST W/ACCEPTED & PENDING VE							

* Indicates that this item requires a design change that may affect project schedule and/or reduce the overall listed savings.

** The total of Pending items reflects ALL possibilities and does not account for mutually exclusive items.

SMMA

Project Management

Town of Stoneham

New Stoneham High School

Construction Update

07.11.2022



Early Site Enabling Work

Guaranteed Maximum Price (GMP)		CM Contingency	
GMP Amount – BP#1	\$ 10,520,247	CM Contingency	\$ 224,845
Expenditures	\$ 0.00	Expenditures	\$ 0.00
Balance	\$ 10,520,247	Balance	\$ 224,845

Holds and Allowances		Owner's Construction Contingency	
Allowances	\$ 1,240,700	Owner Change Order Contingency	\$ 7,670,933
Expenditures	\$ 0.00	Expenditures	\$ 0.00
Balance	\$ 1,240,700	Balance	\$ 7,670,933



Entrance Drive



Former Softball Field and Soccer Fields



Former Parking Lot and Tennis Courts



New Boxwood Access for 23 High School Staff

The New Stoneham High School

This project is funded in part by the
Massachusetts School Building Authority.



Thank you to

Stoneham School
Building Committee

Stoneham School Committee

Stoneham Select Board

Stoneham Residents

Architect

Perkins&Will

Owner's Project Manager

SMMA

Construction Manager

CONSIGLI
Est. 1905



Visit the town
website for more
information!



Project: Stoneham High School

Address: 149 Franklin St.

BP#2: Structural

Trade	Company	Diversity Designations
03 0100 - Concrete		
	Back Bay Concrete Corp.	WBE
	G&C Concrete Construction, Inc	
	J.L. Marshall & Sons Inc.	
	Marguerite Concrete Inc.	
	Riggs Contracting, Inc.	
	S & F Concrete Contractors, Inc.	MBE
05 1000 - Structural Steel		
	ADF International Inc.	
	Banker Steel Company LLC	
	Breton Steel 2016 Inc.	
	Canatal Industries Inc.	
	Cives Corporation dba Cives Steel Company	
	Jay Steel, LLC	WBE
	Les Constructions Beauce Atlas, Inc.	
	Norgate Metal 2012 Inc.	
	Novel Iron Works, Inc.	WBE
	Ocean Steel & Construction Ltd	
	Structure SBL Inc.	
	Sturo Metal Inc.	
	Supermetal Structures Inc.	
	The Berlin Steel Construction Company	
	Trimax Steel Inc.	

New Stoneham High School

Neighborhood Meeting

Hosted by the Stoneham School Building Committee (SSBC)

**Welcome Neighbors,
let us update you on the construction plan.**

Agenda:

1/ PROJECT CONSTRUCTION PLAN AND TIMELINE

Review the Construction Schedule and Phasing

2/ LEDGE AND ROCK REMOVAL PROCEDURES

3/ SHARE YOUR THOUGHTS

Share your thoughts on the Project

Perkins&Will

**Join us IN PERSON at
Colonial Park Elementary School Cafeteria,
30 Avalon Road**



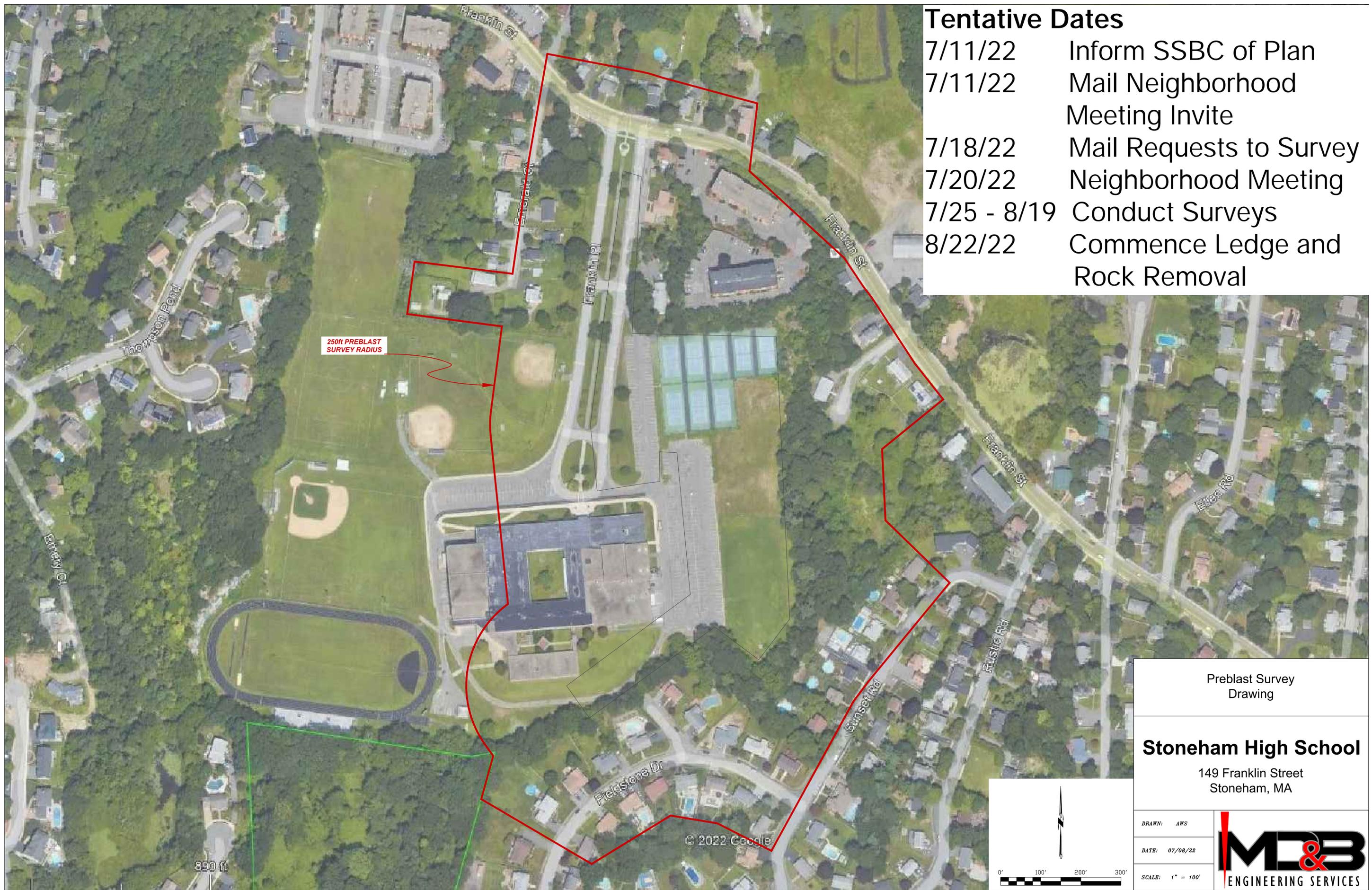
 **6:30pm**

 **Wed, July 20, 2022**

 **In Person**

email: SSBC@Stoneham-Ma.gov

website: Stoneham-Ma.Gov/hsbc



Tentative Dates

- 7/11/22 Inform SSBC of Plan
- 7/11/22 Mail Neighborhood Meeting Invite
- 7/18/22 Mail Requests to Survey
- 7/20/22 Neighborhood Meeting
- 7/25 - 8/19 Conduct Surveys
- 8/22/22 Commence Ledge and Rock Removal

Preblast Survey Drawing

Stoneham High School

149 Franklin Street
Stoneham, MA

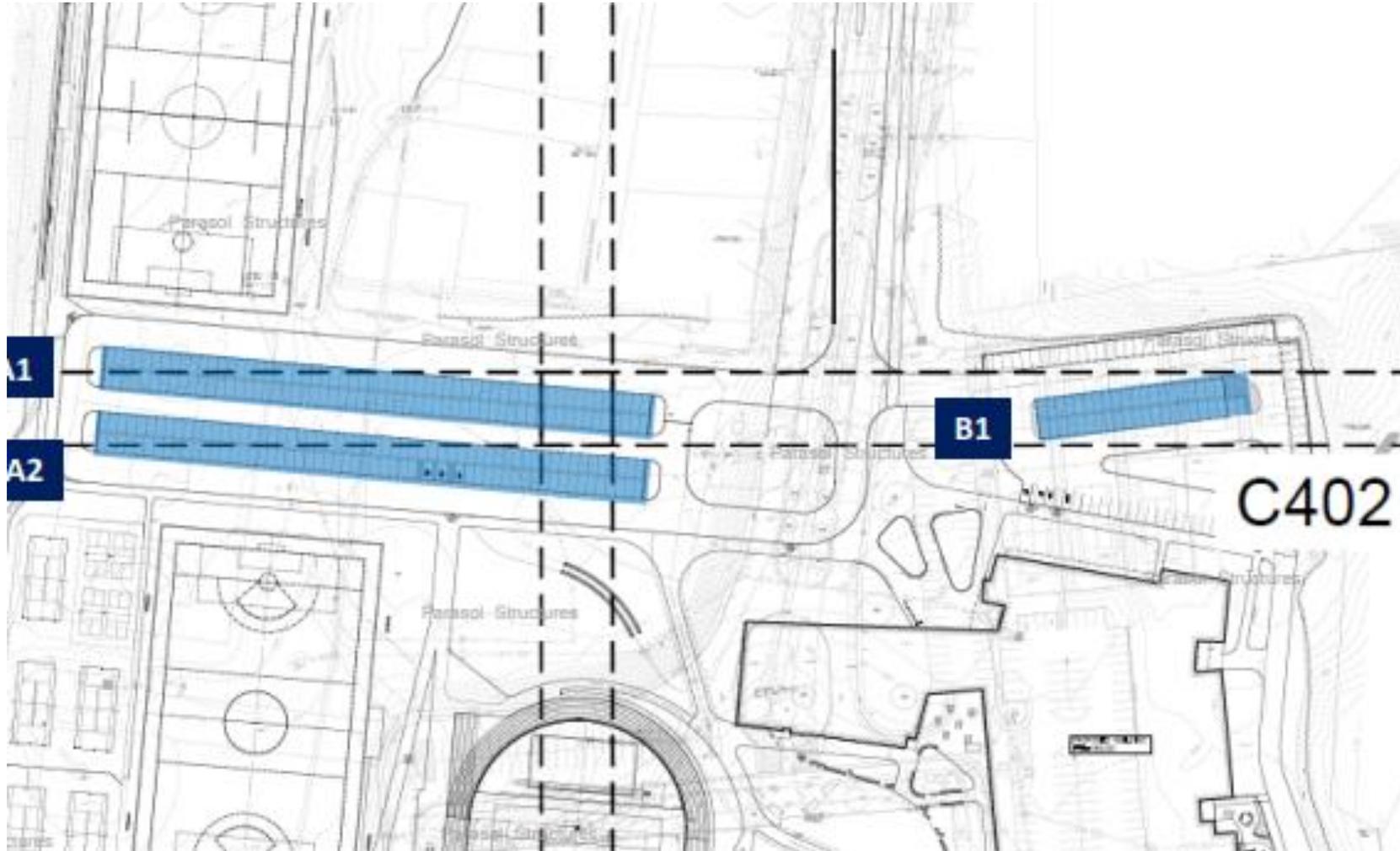
DRAWN: AWS

DATE: 07/08/22

SCALE: 1" = 100'



Site Design Option 2 – “Standard-span” Carports



PV Capacity- 1,586 kWDC

July 5th, 2022

Mr. Dennis Sheehan
35 Central Street
Stoneham, MA 02180

RE: Letter of Intent for Negotiation of the Solar and Energy Storage Services Agreement with Stoneham High School

Dear Mr. Dennis Sheehan:

The purpose of this letter of intent ("Letter") is to set forth certain understandings and agreements between Nexamp Solar, LLC, a Delaware limited liability company ("Nexamp") and the Town of Stoneham, Massachusetts ("Owner"), regarding a proposal by Nexamp to negotiate a Solar and Energy Storage Services Agreement with Owner (the "SESSA") and develop a Project (defined herein) at Stoneham High School.

The following numbered paragraphs of this Letter reflect our mutual understanding of the matters described in them. This Letter sets forth the parties' intention with respect to a potential transaction, but, except for the paragraphs set forth under the headings Exclusivity, Confidentiality, Costs, and General Provisions, which shall be binding, shall not give rise to any binding obligations. The terms and conditions set forth herein do not constitute a binding offer or acceptance. No other obligations shall arise unless and until a SESSA or other mutually satisfactory definitive documentation has been executed and delivered by the parties hereto, and neither Party shall be under any legal obligation to continue discussions or negotiations by virtue of this letter of intent or any other written or oral expression.

1. **Exclusivity**. From the date of this Letter until the Owner receives approval from the Town Board for the execution of the SESSA (the "Letter Term"), Owner shall not solicit or entertain offers from, disclose information to, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the SESSA or development of a solar PV and energy storage system at Stoneham High School (the "Project").

2. **Definitive Agreement**. Nexamp and Owner shall negotiate in good faith to arrive at a mutually acceptable SESSA at the earliest reasonably practicable date.

3. **Confidentiality**. The receiving party may disclose the Confidential Information to any director, officer, or employee (collectively, the "Representatives") who has a need to know of the existence of the Confidential Information for the purpose of this Letter and as it relates to the Project. Owner is responsible for any use or disclosure of Confidential Information by its Representatives other than in accordance with this Letter. Except as and to the extent required by law, without the prior written consent of Nexamp, Owner shall not disclose or permit the disclosure of the content of discussions regarding the possible transaction between the parties or any of the

terms, conditions or other aspects of this Letter, including Nexamp financial information, proprietary information or project specific information to anyone other than a Representative.

4. **Responsibilities.** Nexamp and Owner shall be responsible for and shall bear all the costs and expenses incurred by each of them in connection with the proposed transaction, except as otherwise provided in the SESSA or other Definitive Agreement.

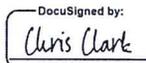
5. **General Provisions.** This Letter shall be governed by the laws of the Commonwealth of Massachusetts without reference to its conflict of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Letter agreement shall be in the Courts of the Commonwealth of Massachusetts and in Middlesex County, Massachusetts. This Letter may be executed by emailed PDF and in counterpart copies. No modification of this Letter or waiver of the terms and conditions hereof shall be binding on the parties unless approved in writing by such party.

6. **Termination.** This Letter will automatically terminate and be of no further force and effect with respect to the Project on the earlier of (i) execution of the SESSA by the parties, (ii) mutual written agreement of the parties, and (iii) written notice by one Party to the other any time after the expiration of the Exclusivity Period. Upon termination of this Letter, the parties will have no liability to each other with respect to the matters provided herein, except that (x) such termination will not affect a party's liability for any breach by such party of its obligations set forth in this Letter and (y) the sections under the headings "Confidentiality", "Responsibilities", and "General Provisions" will survive termination of this Letter.

If you are in agreement with the foregoing, please so indicate by signing this Letter and returning it to us no later than 5:00 p.m., EST, on May 26th, 2022.

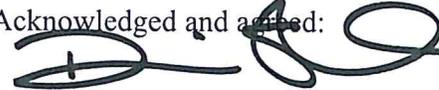
Very truly yours,

NEXAMP SOLAR, LLC

By: 
Chris Clark

Its: Chief Development Officer

Acknowledged and agreed:



By: Dennis Sheehan
Title: Town Administrator
Date: 7/8/22
G. De

Project Minutes

Project: New Stoneham High School
 Prepared by: Joel Seeley
 Re: Green Building Initiatives Meeting
 Location: Remote Locations
 Distribution: Attendees (MF)

Project No.: 20033
 Meeting Date: 6/20/2022
 Time: 10:00am
 Meeting No: 29

Attendees:

PRESENT	NAME	AFFILIATION
	Marie Christie	Co-Chair, School Building Committee
	David Bois	Co-Chair, School Building Committee
	Raymie Parker	Chair, Select Board
	Dennis Sheehan	Town Administrator
	April Lanni	Town Procurement Officer / MCPPO Certified
	John Macero	Superintendent of Schools
	Brian McNeil	Facilities Director
	Erin Wortman	Director, Planning and Community Development
✓	Susan McPhee	Energy Conservation Coordinator
	Vamshi Gooje	Thornton Tomasetti
	Olivia Brissette	Nexamp
	Patrick Canning	Nexamp
	Ariel Kondiles	Nexamp
✓	Jamie Stanton	Nexamp
	Kelsey Shukis	Nexamp
✓	Grace Taylor	Nexamp
✓	Mark Frigo	Nexamp
	Steve Conte	Eversource
	Brooke Trivas	Perkins and Will
	Patrick Cunningham	Perkins and Will
	Stephen Messinger	Perkins and Will
✓	Ryan Flynn	BALA
✓	Steve Burke	Consigli
	Kristy Lyons	Consigli
✓	Tom Michelman	SEA
✓	Robert Smith	SMMA
✓	Mark Stafford	
✓	Joel Seeley	SMMA

Item #	Action	Discussion
29.1	D. Sheehan A. Kondiles P. Cunningham T. Michelman J. Seeley	<p>Photovoltaic System</p> <ol style="list-style-type: none"> 1. D. Sheehan will follow-up with A. Lanni and Town Counsel on the draft LOI. <i>(from prior meeting)</i> 2. A. Kondiles to provide an updated draft Agreement. 3. M. Frigo to provide timeline and precedent milestones to executing the Agreement. 4. P. Cunningham to follow-up with BALA on the Nexamp questions related to the underground conduit to the PV canopies pricing provided by Consigli 1) can the underground conduits be located in the same trench as the primary power trench and 2) are the conduits required to be concrete encased? <i>(from prior meeting)</i> 5. A. Kondiles to provide P&W the weights for all PV equipment on the roofs, with a priority placed on the gymnasium roof. <i>(from prior meeting)</i> 6. M. Frigo reviewed the financials comparing PV Canopy Option No. 1- Long Span with PV Canopy Option No. 2 – Single Span. After discussion, the team agreed with Nexamp recommendation to go with PV Canopy Option No. 2 – Single Span. J. Seeley to follow-up with Town members. 7. T. Michelman to provide response to duration and rate change request from Nexamp. 8. A. Kondiles to provide cut-sheets of LED light fixture options, fixtures to be light cut-off type. <i>(from prior meeting)</i> 9. A. Kondiles to provide the point of connection for the underground storm piping for the PV Canopies. <i>(from prior meeting)</i> 10. P. Cunningham to review providing additional Accessible Parking Spaces that can be located under PV Canopies, only if the parking count is not reduced. <i>(from prior meeting)</i> 11. M.Frigo to provide Nexamp Progress Drawings to P&W and Consigli for coordination. 12. BALA to confirm the conductors shown on the Nexamp 30% Drawings are acceptable to connect to the Building Switchgear. <i>(from prior meeting)</i> 13. A. Kondiles to provide Town and T. Michelman access to the SMART Application for review. <i>(from prior meeting)</i>

Item #	Action	Discussion
29.2	P. Cunningham S. McPhee	EV Charging Stations <i>(from prior meeting)</i> <ol style="list-style-type: none"> 1. P. Cunningham to forward the current Electrical Site Plan to S. Conte for review of a potential alternate location for Eversource Transformer and Meter, dedicated to EV, closer to the EV Stations. 2. P. Cunningham to send the Eversource Work Order Number for the New Electric Service for the New Building to S. Conte and S. McPhee. 3. S. McPhee to fill out preliminary application and send to S. Conte.
29.3	R. Flynn	Full Load Electrical Capacity at Franklin Street <i>(from prior meeting)</i> <ol style="list-style-type: none"> 1. R. Flynn will follow up with Eversource to confirm in writing the full load capacity at Franklin Street.
29.4	P. Cunningham	Dark Building and Campus <i>(from prior meeting)</i> <ol style="list-style-type: none"> 1. P. Cunningham to review dark building and dark campus with Police and Fire Departments at the 6/3/22 Construction Meeting, BALA to be included. 2. A. Kondiles to review what Acton-Boxborough is doing relative to their PV Canopies and dark building and dark campus. 3. P. Cunningham to confirm with BALA if the streetlights will be designed with the "Dimulator" device used by the Town on the public streetlights.
29.5	J. Seeley	Potential New Grant for Geothermal Wells <i>(from prior meeting)</i> J. Seeley to contact Kim Cullinane of Eversource to review Potential New Grant for Geothermal Wells.
29.6	Record	Next Green Building Initiatives Meeting: Monday, 7/5/2022 at 10:00am, remote.

Attachments: Site Design Option 2 - "Standard-span" Carports Slide

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

Project Minutes

Project: New Stoneham High School
 Prepared by: Joel Seeley
 Re: Franklin Place Neighbors Meeting
 Location: Franklin Place
 Distribution: Attendees, J. Macero, SSBC (MF)

Project No.: 20033
 Meeting Date: 6/8/2022
 Time: 12:00pm
 Meeting No: 2

Attendees:

PRESENT	NAME	AFFILIATION
✓	Mr. Rotondi	6 Franklin Place
✓	Mr. Develin	4 Franklin Place
✓	Mr. Walters	155 Franklin Street
✓	Dennis Sheehan	Town Administrator
✓	John Macero	Superintendent of Schools
✓	David Warner	Warner Larson
✓	Stephen Messinger	Perkins&Will
✓	Steven Banak	Consigli Construction
✓	Justin Bolla	Consigli Construction
✓	Robert Smith	SMMA
✓	Joel Seeley	SMMA

Item #	Action	Discussion
2.01	Record	J. Seeley reviewed the Design Development Value Management process and the changes to the site plan and traffic signals since the 3/9/22 Franklin Place meeting and distributed excerpts from Site Plans C5-01, C5-02, L02-01, L02-02, L03-01, L03-02, L04-01, L04-02, Existing High School Drainage Area to Franklin Place CB Plan and Proposed High School Drainage Area to Franklin Place CB Plan, dated 5/27/22 and attached.
2.02	D. Sheehan D. Warner Design Team	D. Warner reviewed the Site Plans. Discussion: <ol style="list-style-type: none"> D. Warner reviewed driveway configuration and drainage improvements included with the school project which received favorable response from the Franklin Place residents. D. Sheehan to review snow plowing method of the new school exit drive with DPW. Franklin Place residents and D. Sheehan to review repaving of existing Franklin Place and sidewalk as a future Town project. D. Warner confirmed the drainage swale in front of #6 Franklin Place has grass covering.

Item #	Action	Discussion
		<ol style="list-style-type: none">5. D. Warner to add Emergency-Use-Only sign at the Entry Drive-to-Exit Drive Connector.6. Design Team to review the implications of a future tie-in to the new underground electrical and communication ductbanks to the new school, by the Franklin Place residents, to allow for the future removal of the four existing utility poles along Franklin Place.7. New light fixture mounted on existing utility pole by Town is proposed to be on the middle pole near #4 Franklin Place.8. The existing gas main to the existing high school will be disconnected as the new high school is an all-electric building.9. D. Warner reviewed the PV Canopy in the East Parking Lot and noted that the PV Canopy adjacent to #6 Franklin Place was removed from the project.10. D. Sheehan to review grass mowing frequency with J. Macero.
2.03	S. Banak	<p>S. Banak reviewed the construction vehicle entry, exit and parking and showed the location of the construction fence, including the access gate from the existing Exit Drive to Franklin Place.</p> <p>Discussion:</p> <ol style="list-style-type: none">1. D. Sheehan indicated the garbage trucks will back up Franklin Place during the construction period.2. S. Banak to review overall length of setback from Franklin Street to the construction gate entrance.

Attachments: Email from M. Rotondi, dated 5/23/22, Excerpts from Site Plans C5-01, C5-02, L02-01, L02-02, L03-01, L03-02, L04-01, L04-02, Existing High School Drainage Area to Franklin Place CB Plan, and Proposed High School Drainage Area to Franklin Place CB Plan

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

25 0



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:297-0406
eDEP Transaction #:1372374
City/Town:STONEHAM

A. General Information

1. Conservation Commission STONEHAM
2. Issuance a. OOC b. Amended OOC
3. Applicant Details
a. First Name DENNIS b. Last Name SHEEHAN
c. Organization TOWN OF STONEHAM
d. Mailing Address 35 CENTRAL STREET
e. City/Town STONEHAM f. State MA g. Zip Code 02180

4. Property Owner
a. First Name b. Last Name
c. Organization
d. Mailing Address
e. City/Town f. State g. Zip Code

5. Project Location
a. Street Address 149 FRANKLIN
b. City/Town STONEHAM c. Zip Code 02180
d. Assessors 8 e. Parcel/Lot# 134
Map/Plat#
f. Latitude 42.47220N g. Longitude 71.09010W

6. Property recorded at the Registry of Deed for:
a. County SOUTHERN MIDDLESEX b. Certificate c. Book 10891 d. Page 20-27

7. Dates
a. Date NOI Filed : 5/13/2022 b. Date Public Hearing Closed: 5/23/2022 c. Date Of Issuance: 6/13/2022

8. Final Approved Plans and Other Documents
a. Plan Title: CIVIL PLANS FOR STONEHAM HIGH SCHOOL STORMWATER REPORT AND LANDSCAPE PLANS
b. Plan Prepared by: DAVID CONWAY
c. Plan Signed/Stamped by: NITSCH ENGINEERING 4/29/22
d. Revised Final Date: e. Scale:

B. Findings

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

Check all that apply:

JMMA
1000 Massachusetts Avenue
Cambridge, MA 02138

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:
 MassDEP File #:297-0406
 eDEP Transaction #:1372374
 City/Town:STONEHAM

<input type="checkbox"/> a. Public Water Supply	<input type="checkbox"/> b. Land Containing Shellfish	<input type="checkbox"/> c. Prevention of Pollution
<input type="checkbox"/> d. Private Water Supply	<input type="checkbox"/> e. Fisheries	<input type="checkbox"/> f. Protection of Wildlife Habitat
<input type="checkbox"/> g. Ground Water Supply	<input checked="" type="checkbox"/> h. Storm Damage Prevention	<input type="checkbox"/> i. Flood Control

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

Approved subject to:

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

Denied because:

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

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

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 25
 a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet

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8. Isolated Land Subject to Flooding

Cubic Feet Flood Storage

a. square feet

b. square feet

c. cubic feet

d. cubic feet

e. cubic feet

f. cubic feet

9. Riverfront Area

Sq ft within 100 ft

a. total sq. feet

b. total sq. feet

Sq ft between 100-200 ft

c. square feet

d. square feet

e. square feet

f. square feet

g. square feet

h. square feet

i. square feet

j. square feet

Coastal Resource Area Impacts:

Resource Area

Proposed
Alteration

Permitted
Alteration

Proposed
Replacement

Permitted
Replacement

10. Designated Port Areas

Indicate size under Land Under the Ocean, below

11. Land Under the Ocean

a. square feet

b. square feet

c. c/y dredged

d. c/y dredged

12. Barrier Beaches

Indicate size under Coastal Beaches and/or Coastal Dunes below

13. Coastal Beaches

a. square feet

b. square feet

c. c/y nourishment

d. c/y nourishment

14. Coastal Dunes

a. square feet

b. square feet

c. c/y nourishment

d. c/y nourishment

15. Coastal Banks

a. linear feet

b. linear feet

16. Rocky Intertidal Shores

a. square feet

b. square feet

17. Salt Marshes

a. square feet

b. square feet

c. square feet

d. square feet

18. Land Under Salt Ponds

a. square feet

b. square feet

c. c/y dredged

d. c/y dredged

19. Land Containing Shellfish

a. square feet

b. square feet

c. square feet

d. square feet

20. Fish Runs

Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

c. c/y dredged

d. c/y dredged

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21. Land Subject to Coastal Storm Flowage

_____ a. square feet b. square feet

22.

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

_____ a. square feet of BVW

_____ b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

_____ a. number of new stream crossings

_____ b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon

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which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"
[or 'MassDEP']

File Number : "297-0406"

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

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period

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- BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
 - d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
 - e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
 - f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
 - g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
 - h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with

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- all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
 - j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
 - k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
 - l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

1. THE STONEHAM CONSERVATION COMMISSION ISSUES THIS ORDER OF CONDITION CONTINGENT OF REVIEW AND APPROVAL OF THE FINAL DESIGN, LANDSCAPING, AND STORM WATER DRAINAGE DESIGN FOR THE PROJECT. 2. THE COMMISSION RESERVES THE RIGHT TO IMPOSE ADDITIONAL CONDITIONS OR REQUIRE THE SUBMITTAL OF ADDITIONAL INFORMATION AS NECESSARY TO PROTECT THE INTERESTS OF THE MASSACHUSETTS WETLANDS PROTECTION ACT, M.G.L. C. 131, 40 ("ACT"). 3. PURSUANT TO GENERAL CONDITION NO. 8, THIS ORDER OF CONDITIONS MUST BE REGISTERED IN THE REGISTRY OF DEEDS (MIDDLESEX) WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, AND PRIOR TO THE START OF WORK. NOTICE OF THE REGISTRATION MUST BE FILED WITH THE STONEHAM BUILDING DEPARTMENT AND CONSERVATION COMMISSION NO LATER THAN THIRTY (30) DAYS FROM THE DATE OF REGISTRATION. FAILURE TO COMPLY WITH THIS CONDITION SHALL BE CAUSE TO REVOKE THIS ORDER OF CONDITIONS. 4. IF ANY CHANGE IS MADE OR INTENDED TO BE MADE IN THE PLANS, THE APPLICANT SHALL FILE A NEW NOTICE OF INTENT, OR SHALL INQUIRE IN WRITING OF THE COMMISSION WHETHER THE CHANGE NECESSITATES A NEW FILING. 5. THE APPLICANT SHALL SUBMIT TO THE COMMISSION A WRITTEN REQUEST FOR A CERTIFICATE OF COMPLIANCE. THE FOLLOWING DOCUMENTS SHALL ACCOMPANY THE REQUEST: A LETTER AND TWO SETS OF "AS BUILT" PLANS FOR THE PROJECT, STAMPED AND SIGNED BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR. THE LETTER SHALL CERTIFY THAT THE COMPLETED WORK IS IN SUBSTANTIAL COMPLIANCE WITH THE PLANS REFERRED TO IN THE ORDER OF CONDITIONS. THE PLANS SHALL ALSO BE PROVIDED IN DIGITAL FORMAT ON A COMPACT DISK (CD). THE PLANS SHOULD BE SUBMITTED IN THE ?DFX? OR ?DWG? FORMAT. IN ANY EVENT, THE APPLICANT SHALL SUBMIT THE ABOVE DOCUMENTATION WITHIN SIX MONTHS OF COMPLETION OF THE WORK DESCRIBED IN THE NOTICE OF INTENT. 6. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE RIGHT TO ENTER AND INSPECT THE PREMISES TO EVALUATE COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND MAY REQUIRE THE SUBMITTAL OF ANY DATA NECESSARY FOR SUCH EVALUATION. 7. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE AUTHORITY TO INFORM THE APPLICANT OR THE APPLICANT'S REPRESENTATIVE OF VIOLATIONS OF THE EROSION AND SEDIMENT CONTROL MEASURES OF THIS ORDER OF CONDITIONS. UPON SUCH NOTIFICATION, THE OWNERS SHALL TAKE IMMEDIATE ACTION TO CORRECT THE VIOLATION. 8. PRIOR TO ANY WORK ON-SITE, THE APPLICANT SHALL INFORM THE COMMISSION IN WRITING OF THE NAMES, ADDRESSES, AND BUSINESS AND HOME TELEPHONE NUMBERS OF THE PROJECT'S SUPERVISOR(S) AND ALTERNATE(S) WHO WILL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND WHO WILL HAVE THE AUTHORITY TO (A) RECEIVE COMMENTS FROM THE COMMISSION, (B) DIRECT THE CONTRACTOR TO TAKE MEASURES OF

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EROSION AND SEDIMENTATION CONTROL, AND (C) ORDER WORK TO BE STOPPED, IF NECESSARY. 9. THE APPLICANT SHALL NOTIFY THE COMMISSION IN WRITING OF ANY CHANGES IN PERSONNEL SO RESPONSIBLE, TOGETHER WITH APPROPRIATE NAMES, ADDRESSES, AND PHONE NUMBERS. 10. THE APPLICANT SHALL PROVIDE 48 HOURS NOTICE TO THE COMMISSION PRIOR TO BEGINNING ACTIVITIES ON-SITE. ALL SITE MITIGATION MEASURES MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. 11. EROSION AND SEDIMENT CONTROL MEASURES SHALL FOLLOW THE SPECIFICATIONS IN THE PLANS ACCOMPANYING THE NOTICE OF INTENT. 12. SILTATION FENCES, STAKED HAY BALES, AND OTHER EROSION CONTROL MEASURES SHALL BE INSTALLED AND SHALL BE INSPECTED AND APPROVED BY THE COMMISSION AND ITS AGENTS PRIOR TO THE INITIATION OF ANY WORK. THE SILTATION FENCES AND HAY BALES SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL ADJACENT DISTURBED AREAS ARE RE-VEGETATED AND STABILIZED. ALL EROSION/SEDIMENTATION CONTROL STRUCTURES SHALL BE MAINTAINED IN CONTINUOUS FUNCTIONING ORDER. THIS SHALL INCLUDE PERIODIC CLEAN OUT-OF CATCH BASINS (WHERE APPLICABLE) AND REPLACEMENT OF FILTER FABRIC AND HAY BALES. 13. DEBRIS SHALL BE REMOVED FROM THE 100-FT. BUFFER ZONE AND THE WETLANDS DAILY. DEBRIS SHALL NOT BE STORED IN THE BUFFER ZONE OR IN THE WETLANDS. 14. A GENERAL POLICING OF THE ENTIRE WETLAND AREA MUST BE PERFORMED IN WHICH ALL MANUFACTURED ITEMS ARE TO BE REMOVED FROM THE WETLAND AND BUFFER ZONE. 15. AS SOON AS POSSIBLE DURING CONSTRUCTION, ALL DISTURBED AREAS SHALL BE BROUGHT TO FINAL FINISHED GRADE, AND EITHER LOAMED OR SEEDED, IN ACCORDANCE WITH USDA SOIL CONSERVATION SERVICE GUIDELINES FOR PERMANENT STABILIZATION, OR STABILIZED IN ANOTHER WAY APPROVED BY THE COMMISSION. BARE GROUND THAT CANNOT BE PERMANENTLY STABILIZED WITHIN THIRTY DAYS SHALL BE STABILIZED BY TEMPORARY MEASURES ACCEPTABLE TO THE COMMISSION. 16. DUST CONTROLS, IF REQUIRED, SHALL BE LIMITED TO WATER. NO SALTS OR WETTING AGENTS SHALL BE USED. 17. NO PESTICIDES, HERBICIDES, OR FERTILIZERS SHALL BE APPLIED WITHIN THE 100 FT. BUFFER ZONE OR THE WETLAND AREA. 18. USED PETROLEUM PRODUCTS FROM THE MAINTENANCE OF CONSTRUCTION EQUIPMENT AND CONSTRUCTION DEBRIS SHALL BE COLLECTED AND DISPOSED OF OFF-SITE IN A PROMPT AND PROPER MANNER. ON-SITE DISPOSAL OF THESE MATERIALS IS NOT ALLOWED. 19. THIS ORDER SHALL APPLY TO ANY SUCCESSOR IN CONTROL OR SUCCESSOR IN INTEREST OF THE PROPERTY DESCRIBED IN THE NOTICE OF INTENT AND ACCOMPANYING PLANS. THESE OBLIGATIONS SHALL BE EXPRESSED IN COVENANTS IN ALL DEEDS TO SUCCEEDING OWNERS OF PORTIONS OF THE PROPERTY. 20. THE FOUNDATION LOCATION AND SIZE SHALL BE CERTIFIED BY A LICENSED SURVEYOR IN ACCORDANCE WITH THE PLANS AND SUBMITTED TO THE SCC BEFORE THE PLACEMENT OF ANY CONCRETE. 21. THE AREAS OF CONSTRUCTION SHALL REMAIN IN A STABLE CONDITION AT THE CLOSE OF EACH CONSTRUCTION DAY. EROSION CONTROLS SHOULD BE INSPECTED AT THIS TIME, AND REPAIRED, REINFORCED OR REPLACED AS NECESSARY. 22. MATERIALS AND EQUIPMENT SHALL BE STORED IN A MANNER AND LOCATION, WHICH WILL MINIMIZE THE COMPACTION OF SOILS AND THE CONCENTRATION OF RUNOFF. EQUIPMENT FUEL STORAGE AND REFUELING OPERATIONS SHALL BE SITUATED IN AN UPLAND AREA AT A HORIZONTAL DISTANCE GREATER THAN 100 FT. FROM THE BOUNDARIES OF THE RESOURCE AREAS. IF A SPILL OCCURS, CONTAMINATED SOILS SHALL BE REMOVED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEP DIVISION OF HAZARDOUS WASTE. 23. DURING THE CONSTRUCTION PHASE FOR THIS PROJECT AN ON-SITE SUPERVISOR, DIRECTING ENGINEER OR DESIGNATED CONSTRUCTION MANAGER, SHALL HAVE A COPY OF THE PERMIT AND NOTICE OF INTENT AT THE SITE, FAMILIARIZE HIM OR HERSELF WITH THE DOCUMENTS AND ADHERE TO THOSE CONDITIONS. 24. THE SILTATION BARRIERS SHALL SERVE AS A WORK LIMIT LINE FOR THE PROJECT. NO DISTURBANCE TO ADJACENT WETLAND AREAS

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RESULTING FROM WORK ON THE PROJECT SHALL OCCUR DURING OR AFTER CONSTRUCTION. 25. AN ADEQUATE STOCKPILE OF EROSION CONTROL MATERIALS SHALL BE ON SITE AT ALL TIMES FOR EMERGENCY OR ROUTINE REPLACEMENT AND SHALL INCLUDE MATERIALS TO REPAIR SILT FENCES, HAY BALES OR ANY OTHER DEVICES PLANNED FOR USE DURING CONSTRUCTION. 26. IF DE WATERING IS REQUIRED, WATER SHALL BE PUMPED INTO A FILTER BAG OR SETTLING BASIN CONSTRUCTED OF HAY BALES OR SILT FENCE WHICH WILL BE LOCATED IN SUITABLE AREAS OUTSIDE OF THE WETLAND RESOURCE AREAS. THE BASIN AND ALL ACCUMULATED SEDIMENT WILL BE REMOVED FOLLOWING DE-WATERING OPERATIONS, AND THE AREA SEEDED AND MULCHED. 27. EQUIPMENT SHALL BE MAINTAINED TO PREVENT LEAKAGE OR DISCHARGE OF POLLUTANTS. ANY LEAKAGE OF OIL, HYDRAULIC FLUID, OR OTHER POLLUTANT SHALL BE CLEANED UP IMMEDIATELY UPON DISCOVERY AND THE EQUIPMENT SHALL BE IMMEDIATELY REMOVED FROM THE SITE. THE CONSERVATION COMMISSION SHALL BE INFORMED IMMEDIATELY IN SUCH AN EVENT. 28. THE SITE SHALL BE SWEEPED AND KEPT FREE OF ACCUMULATED DEBRIS, LITTER AND SEDIMENT TWICE IN THE SPRING AND ONCE IN THE FALL. 29. IF ANY UNFORESEEN PROBLEM OCCURS DURING CONSTRUCTION WHICH AFFECTS ANY OF THE STATUTORY INTERESTS OF THE WETLANDS PROTECTION ACT, CHAPTER 131, SECTION 40, OR THE STONEHAM WETLANDS BY LAW CHAPTER 11, UPON DISCOVERY, THE APPLICANT SHALL NOTIFY THE COMMISSION, AND AN IMMEDIATE MEETING SHALL BE HELD BETWEEN THE COMMISSION, THE APPLICANT, THE ENGINEER, CONTRACTOR, AND OTHER CONCERNED PARTIES TO DETERMINE THE CORRECTIVE MEASURES TO BE EMPLOYED. THE APPLICANT SHALL THEN ACT TO CORRECT THE PROBLEM USING THE CORRECTIVE MEASURES AGREED UPON. 30. THE MAINTENANCE OF THE PROPERTY OWNER OF RECORD OR DESIGNEE OF CULVERTS TO ENSURE SERVICEABILITY DURING OPERATION AS DESIGNED. 31. THE MAINTENANCE OR REPAIR, BY THE PROPERTY OWNER OF RECORD OR DESIGNEE, OF DETENTION BASINS, SUPPORTING DRAINAGE SYSTEMS, STORM WATER MANAGEMENT BEST MANAGEMENT PRACTICES, OTHER THAN THOSE IN THE PUBLIC WAY SHALL BE THE RESPONSIBILITY OF THE APPLICANT/PROPERTY OWNER. THE DESIGN CAPACITY, STORM WATER MANAGEMENT TREATMENT CAPACITY, AND STRUCTURAL INTEGRITY OF THESE FACILITIES MUST BE MAINTAINED. 32. ALL PROPER EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE TAKEN DURING AND AFTER CONSTRUCTION TO ENSURE THAT NO SEDIMENTATION WILL OCCUR TO DOWNGRADE WETLAND RESOURCE AREAS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF PERMANENT EROSION CONTROL ON ALL SLOPES WITHIN JURISDICTIONAL AREAS USING, BUT NOT LIMITED TO, EROSION CONTROL BLANKETS AND PERMANENT VEGETATIVE COVER. 33. STABILIZED SLOPES SHALL BE MAINTAINED AS DESIGNED AND CONSTRUCTED BY THE PROPERTY OWNER OF RECORD, WHETHER BIOENGINEERED OR MECHANICALLY STABILIZED SLOPES. 34. SUBJECT TO THE SUBMISSION BY THE APPLICANT, AND APPROVAL BY THE COMMISSION, OF A MAINTENANCE PLAN FOR STORM WATER MANAGEMENT SYSTEMS, INCLUDING BEST MANAGEMENT PRACTICES, NO ADDITIONAL FILINGS REQUIRED TO CONDUCT MAINTENANCE OF ABOVE REFERENCED STRUCTURES. 35. AFTER COMPLETION OF WORK AND PRIOR TO THE ISSUANCE OF A COC, PERMANENT BOUNDARY MARKERS SHALL BE INSTALLED TO MARK THE 25 FOOT NO DISTURBANCE BUFFER ZONE. THE TYPE OF PERMANENT MARKERS SHALL BE APPROVED BY THE CONSERVATION COMMISSION OR ITS AGENT. THESE SHALL BE SHOWN ON THE AS-BUILT PLAN AND CLEARLY MARKED ON THE PLAN WITH A NOTE INDICATING NO WORK SHALL BE PERFORMED BEYOND THIS POINT WITHOUT WRITTEN PERMISSION FROM THE CONSERVATION COMMISSION. A COPY OF THE AS-BUILT PLAN SHALL BE PROVIDED WITH THE WRITTEN REQUEST FOR A COC. IT SHALL BE ATTACHED TO AND MADE PART OF THE COC AND SHALL BE RECORDED. OVER THE YEARS THE WETLAND BOUNDARY LINE MAY MOVE, HOWEVER, THESE PERMANENT MARKERS SHALL PROVIDE A GUIDELINE TO FUTURE HOMEOWNERS AS TO

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THE LIMIT OF WORK. 36. PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS SHALL NOT BE USED WITHIN 100 FEET OF THE WETLANDS, WITHIN THE RIVERFRONT AREA, AND/OR WITHIN BORDERING LAND SUBJECT TO FLOODING. ORGANIC PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS MAY BE USED SUBJECT TO THE REVIEW AND APPROVAL OF THE CONSERVATION COMMISSION. THIS SHALL BE NOTED IN THE COC AND SHALL BE AN ONGOING CONDITION. 37. DE-ICING CHEMICALS (EG. SODIUM, POTASSIUM AND CALCIUM CHLORIDE) ARE PROHIBITED ON DRIVEWAYS LOCATED IN THE WETLAND RESOURCE AREAS AND BUFFER ZONES. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THE OOC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 38. ONLY SLOW-RELEASE ORGANIC GRANULAR TYPE FERTILIZERS SHALL BE USED WITHIN THE WETLAND BUFFER ZONE. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS OOC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 39. DUMPING PROHIBITED. THERE SHALL BE NO DUMPING OF LEAVES, GRASS CLIPPINGS, BRUSH, OR OTHER DEBRIS INTO THE WETLAND OR STREAM/BODY OF WATER OR WITHIN 100 FEET OF THE WETLAND. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS OOC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 40. COPIES OF THIS ORDER OF CONDITIONS SHALL BE MADE AVAILABLE TO ALL CONTRACTORS AND SUBCONTRACTORS WHO SHALL ALSO BE HELD RESPONSIBLE FOR COMPLIANCE WITH THIS ORDER. SITE CLEANING AND ANY CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. A COPY OF THE ORDER OF CONDITIONS, AS WELL AS THE APPROVED PLAN, SHALL BE READILY AVAILABLE ONSITE WHILE ACTIVITIES REGULATED BY THIS ORDER OF CONDITIONS ARE BEING PERFORMED AND UNTIL THE ISSUANCE OF THE CERTIFICATE OF COMPLIANCE. 41. UPON COMPLETION OF THE PROJECT, THE APPLICANT SHALL REQUEST A CERTIFICATE OF COMPLIANCE FROM THE CONSERVATION COMMISSION. THE REQUEST SHALL BE ACCOMPANIED BY THE ADMISSION OF AS-BUILT PLANS WITH JURISDICTIONAL AREAS AND A WRITTEN STATEMENT BY A PROFESSIONAL ENGINEER OR SURVEYOR REGISTERED WITHIN THE COMMONWEALTH OF MASSACHUSETTS, OR OTHER QUALIFIED PROFESSIONAL ACCEPTABLE TO THE CONSERVATION COMMISSION, CERTIFYING COMPLIANCE WITH THE APPROVED PLANS REFERENCED IN THIS ORDER OF CONDITIONS. PRIOR TO THE ISSUANCE OF A COC AND UPON THE SALE OF THE PROPERTY TO SUBSEQUENT OWNERS, THE NEW OWNER SHALL PROVIDE A LETTER TO THE CONSERVATION COMMISSION ACKNOWLEDGING THAT HE/SHE UNDERSTANDS THE WETLAND RESTRICTIONS BOUND TO THIS PROPERTY. A COPY OF THIS LETTER SHALL ACCOMPANY THE WRITTEN REQUEST FOR A COC. THIS CONDITION SHALL BE AN ONGOING CONDITIONS AND SHALL BE RECORDED IN THE DEED AND ON SUBSEQUENT DEEDS. 42. NO SNOW MAY BE STORED WITHIN 100 FEET OF THE WETLAND. 43. THERE IS A 10 DAY BUSINESS APPEAL PERIOD FROM THE DATE OF THE APPROVAL. ANY WORK PERFORMED BEFORE JUNE 27 IS AT THE DEVELOPER'S PERIL. 44. ANY AND ALL CONSTRUCTION DEBRIS OR STOCKPILES MUST BE STORED OUTSIDE THE 100' BUFFER OF ANY WETLAND. APPROPRIATE EROSION CONTROLS MEASURES MUST BE ESTABLISHED BEFORE THE STOCKPILES ARE CONSTRUCTED.

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D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

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

1. Municipal Ordinance or Bylaw _____

2. Citation _____

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

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

1. Municipal Ordinance or Bylaw STONEHAM WETLANDS BYLAW

2. Citation CHAPTER 11

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

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

1. THE STONEHAM CONSERVATION COMMISSION ISSUES THIS ORDER OF CONDITION CONTINGENT OF REVIEW AND APPROVAL OF THE FINAL DESIGN, LANDSCAPING, AND STORM WATER DRAINAGE DESIGN FOR THE PROJECT. 2. THE COMMISSION RESERVES THE RIGHT TO IMPOSE ADDITIONAL CONDITIONS OR REQUIRE THE SUBMITTAL OF ADDITIONAL INFORMATION AS NECESSARY TO PROTECT THE INTERESTS OF THE MASSACHUSETTS WETLANDS PROTECTION ACT, M.G.L. C. 131, 40 ("ACT"). 3. PURSUANT TO GENERAL CONDITION NO. 8, THIS ORDER OF CONDITIONS MUST BE REGISTERED IN THE REGISTRY OF DEEDS (MIDDLESEX) WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, AND PRIOR TO THE START OF WORK. NOTICE OF THE REGISTRATION MUST BE FILED WITH THE STONEHAM BUILDING DEPARTMENT AND CONSERVATION COMMISSION NO LATER THAN THIRTY (30) DAYS FROM THE DATE OF REGISTRATION. FAILURE TO COMPLY WITH THIS CONDITION SHALL BE CAUSE TO REVOKE THIS ORDER OF CONDITIONS. 4. IF ANY CHANGE IS MADE OR INTENDED TO BE MADE IN THE PLANS, THE APPLICANT SHALL FILE A NEW NOTICE OF INTENT, OR SHALL INQUIRE IN WRITING OF THE COMMISSION WHETHER THE CHANGE NECESSITATES A NEW FILING. 5. THE APPLICANT SHALL SUBMIT TO THE COMMISSION A WRITTEN REQUEST FOR A CERTIFICATE OF COMPLIANCE. THE FOLLOWING DOCUMENTS SHALL ACCOMPANY THE REQUEST: A LETTER AND TWO SETS OF "AS BUILT" PLANS FOR THE PROJECT, STAMPED AND SIGNED BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR. THE LETTER SHALL CERTIFY THAT THE COMPLETED WORK IS IN SUBSTANTIAL COMPLIANCE WITH THE PLANS REFERRED TO IN THE ORDER OF CONDITIONS. THE PLANS SHALL ALSO BE PROVIDED IN DIGITAL FORMAT ON A COMPACT DISK (CD). THE PLANS SHOULD BE SUBMITTED IN THE ?DFX? OR ?DWG? FORMAT. IN ANY EVENT, THE APPLICANT SHALL SUBMIT THE ABOVE DOCUMENTATION WITHIN SIX MONTHS OF COMPLETION OF THE WORK DESCRIBED IN THE NOTICE OF INTENT. 6. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE RIGHT TO ENTER

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AND INSPECT THE PREMISES TO EVALUATE COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND MAY REQUIRE THE SUBMITTAL OF ANY DATA NECESSARY FOR SUCH EVALUATION. 7. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE AUTHORITY TO INFORM THE APPLICANT OR THE APPLICANT'S REPRESENTATIVE OF VIOLATIONS OF THE EROSION AND SEDIMENT CONTROL MEASURES OF THIS ORDER OF CONDITIONS. UPON SUCH NOTIFICATION, THE OWNERS SHALL TAKE IMMEDIATE ACTION TO CORRECT THE VIOLATION. 8. PRIOR TO ANY WORK ON-SITE, THE APPLICANT SHALL INFORM THE COMMISSION IN WRITING OF THE NAMES, ADDRESSES, AND BUSINESS AND HOME TELEPHONE NUMBERS OF THE PROJECT'S SUPERVISOR(S) AND ALTERNATE(S) WHO WILL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND WHO WILL HAVE THE AUTHORITY TO (A) RECEIVE COMMENTS FROM THE COMMISSION, (B) DIRECT THE CONTRACTOR TO TAKE MEASURES OF EROSION AND SEDIMENTATION CONTROL, AND (C) ORDER WORK TO BE STOPPED, IF NECESSARY. 9. THE APPLICANT SHALL NOTIFY THE COMMISSION IN WRITING OF ANY CHANGES IN PERSONNEL SO RESPONSIBLE, TOGETHER WITH APPROPRIATE NAMES, ADDRESSES, AND PHONE NUMBERS. 10. THE APPLICANT SHALL PROVIDE 48 HOURS NOTICE TO THE COMMISSION PRIOR TO BEGINNING ACTIVITIES ON-SITE. ALL SITE MITIGATION MEASURES MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. 11. EROSION AND SEDIMENT CONTROL MEASURES SHALL FOLLOW THE SPECIFICATIONS IN THE PLANS ACCOMPANYING THE NOTICE OF INTENT. 12. SILTATION FENCES, STAKED HAY BALES, AND OTHER EROSION CONTROL MEASURES SHALL BE INSTALLED AND SHALL BE INSPECTED AND APPROVED BY THE COMMISSION AND ITS AGENTS PRIOR TO THE INITIATION OF ANY WORK. THE SILTATION FENCES AND HAY BALES SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL ADJACENT DISTURBED AREAS ARE RE-VEGETATED AND STABILIZED. ALL EROSION/SEDIMENTATION CONTROL STRUCTURES SHALL BE MAINTAINED IN CONTINUOUS FUNCTIONING ORDER. THIS SHALL INCLUDE PERIODIC CLEAN OUT-OF CATCH BASINS (WHERE APPLICABLE) AND REPLACEMENT OF FILTER FABRIC AND HAY BALES. 13. DEBRIS SHALL BE REMOVED FROM THE 100-FT. BUFFER ZONE AND THE WETLANDS DAILY. DEBRIS SHALL NOT BE STORED IN THE BUFFER ZONE OR IN THE WETLANDS. 14. A GENERAL POLICING OF THE ENTIRE WETLAND AREA MUST BE PERFORMED IN WHICH ALL MANUFACTURED ITEMS ARE TO BE REMOVED FROM THE WETLAND AND BUFFER ZONE. 15. AS SOON AS POSSIBLE DURING CONSTRUCTION, ALL DISTURBED AREAS SHALL BE BROUGHT TO FINAL FINISHED GRADE, AND EITHER LOAMED OR SEEDED, IN ACCORDANCE WITH USDA SOIL CONSERVATION SERVICE GUIDELINES FOR PERMANENT STABILIZATION, OR STABILIZED IN ANOTHER WAY APPROVED BY THE COMMISSION. BARE GROUND THAT CANNOT BE PERMANENTLY STABILIZED WITHIN THIRTY DAYS SHALL BE STABILIZED BY TEMPORARY MEASURES ACCEPTABLE TO THE COMMISSION. 16. DUST CONTROLS, IF REQUIRED, SHALL BE LIMITED TO WATER. NO SALTS OR WETTING AGENTS SHALL BE USED. 17. NO PESTICIDES, HERBICIDES, OR FERTILIZERS SHALL BE APPLIED WITHIN THE 100 FT. BUFFER ZONE OR THE WETLAND AREA. 18. USED PETROLEUM PRODUCTS FROM THE MAINTENANCE OF CONSTRUCTION EQUIPMENT AND CONSTRUCTION DEBRIS SHALL BE COLLECTED AND DISPOSED OF OFF-SITE IN A PROMPT AND PROPER MANNER. ON-SITE DISPOSAL OF THESE MATERIALS IS NOT ALLOWED. 19. THIS ORDER SHALL APPLY TO ANY SUCCESSOR IN CONTROL OR SUCCESSOR IN INTEREST OF THE PROPERTY DESCRIBED IN THE NOTICE OF INTENT AND ACCOMPANYING PLANS. THESE OBLIGATIONS SHALL BE EXPRESSED IN COVENANTS IN ALL DEEDS TO SUCCEEDING OWNERS OF PORTIONS OF THE PROPERTY. 20. THE FOUNDATION LOCATION AND SIZE SHALL BE CERTIFIED BY A LICENSED SURVEYOR IN ACCORDANCE WITH THE PLANS AND SUBMITTED TO THE SCC BEFORE THE PLACEMENT OF ANY CONCRETE. 21. THE AREAS OF CONSTRUCTION SHALL REMAIN IN A STABLE CONDITION AT THE CLOSE OF EACH CONSTRUCTION DAY. EROSION CONTROLS SHOULD BE INSPECTED AT THIS TIME, AND REPAIRED,

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REINFORCED OR REPLACED AS NECESSARY. 22. MATERIALS AND EQUIPMENT SHALL BE STORED IN A MANNER AND LOCATION, WHICH WILL MINIMIZE THE COMPACTION OF SOILS AND THE CONCENTRATION OF RUNOFF. EQUIPMENT FUEL STORAGE AND REFUELING OPERATIONS SHALL BE SITUATED IN AN UPLAND AREA AT A HORIZONTAL DISTANCE GREATER THAN 100 FT. FROM THE BOUNDARIES OF THE RESOURCE AREAS. IF A SPILL OCCURS, CONTAMINATED SOILS SHALL BE REMOVED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEP DIVISION OF HAZARDOUS WASTE. 23. DURING THE CONSTRUCTION PHASE FOR THIS PROJECT AN ON-SITE SUPERVISOR, DIRECTING ENGINEER OR DESIGNATED CONSTRUCTION MANAGER, SHALL HAVE A COPY OF THE PERMIT AND NOTICE OF INTENT AT THE SITE, FAMILIARIZE HIM OR HERSELF WITH THE DOCUMENTS AND ADHERE TO THOSE CONDITIONS. 24. THE SILTATION BARRIERS SHALL SERVE AS A WORK LIMIT LINE FOR THE PROJECT. NO DISTURBANCE TO ADJACENT WETLAND AREAS RESULTING FROM WORK ON THE PROJECT SHALL OCCUR DURING OR AFTER CONSTRUCTION. 25. AN ADEQUATE STOCKPILE OF EROSION CONTROL MATERIALS SHALL BE ON SITE AT ALL TIMES FOR EMERGENCY OR ROUTINE REPLACEMENT AND SHALL INCLUDE MATERIALS TO REPAIR SILT FENCES, HAY BALES OR ANY OTHER DEVICES PLANNED FOR USE DURING CONSTRUCTION. 26. IF DE WATERING IS REQUIRED, WATER SHALL BE PUMPED INTO A FILTER BAG OR SETTLING BASIN CONSTRUCTED OF HAY BALES OR SILT FENCE WHICH WILL BE LOCATED IN SUITABLE AREAS OUTSIDE OF THE WETLAND RESOURCE AREAS. THE BASIN AND ALL ACCUMULATED SEDIMENT WILL BE REMOVED FOLLOWING DE-WATERING OPERATIONS, AND THE AREA SEEDED AND MULCHED. 27. EQUIPMENT SHALL BE MAINTAINED TO PREVENT LEAKAGE OR DISCHARGE OF POLLUTANTS. ANY LEAKAGE OF OIL, HYDRAULIC FLUID, OR OTHER POLLUTANT SHALL BE CLEANED UP IMMEDIATELY UPON DISCOVERY AND THE EQUIPMENT SHALL BE IMMEDIATELY REMOVED FROM THE SITE. THE CONSERVATION COMMISSION SHALL BE INFORMED IMMEDIATELY IN SUCH AN EVENT. 28. THE SITE SHALL BE SWEEPED AND KEPT FREE OF ACCUMULATED DEBRIS, LITTER AND SEDIMENT TWICE IN THE SPRING AND ONCE IN THE FALL. 29. IF ANY UNFORESEEN PROBLEM OCCURS DURING CONSTRUCTION WHICH AFFECTS ANY OF THE STATUTORY INTERESTS OF THE WETLANDS PROTECTION ACT, CHAPTER 131, SECTION 40, OR THE STONEHAM WETLANDS BY LAW CHAPTER 11, UPON DISCOVERY, THE APPLICANT SHALL NOTIFY THE COMMISSION, AND AN IMMEDIATE MEETING SHALL BE HELD BETWEEN THE COMMISSION, THE APPLICANT, THE ENGINEER, CONTRACTOR, AND OTHER CONCERNED PARTIES TO DETERMINE THE CORRECTIVE MEASURES TO BE EMPLOYED. THE APPLICANT SHALL THEN ACT TO CORRECT THE PROBLEM USING THE CORRECTIVE MEASURES AGREED UPON. 30. THE MAINTENANCE OF THE PROPERTY OWNER OF RECORD OR DESIGNEE OF CULVERTS TO ENSURE SERVICEABILITY DURING OPERATION AS DESIGNED. 31. THE MAINTENANCE OR REPAIR, BY THE PROPERTY OWNER OF RECORD OR DESIGNEE, OF DETENTION BASINS, SUPPORTING DRAINAGE SYSTEMS, STORM WATER MANAGEMENT BEST MANAGEMENT PRACTICES, OTHER THAN THOSE IN THE PUBLIC WAY SHALL BE THE RESPONSIBILITY OF THE APPLICANT/PROPERTY OWNER. THE DESIGN CAPACITY, STORM WATER MANAGEMENT TREATMENT CAPACITY, AND STRUCTURAL INTEGRITY OF THESE FACILITIES MUST BE MAINTAINED. 32. ALL PROPER EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE TAKEN DURING AND AFTER CONSTRUCTION TO ENSURE THAT NO SEDIMENTATION WILL OCCUR TO DOWNGRADIENT WETLAND RESOURCE AREAS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF PERMANENT EROSION CONTROL ON ALL SLOPES WITHIN JURISDICTIONAL AREAS USING, BUT NOT LIMITED TO, EROSION CONTROL BLANKETS AND PERMANENT VEGETATIVE COVER. 33. STABILIZED SLOPES SHALL BE MAINTAINED AS DESIGNED AND CONSTRUCTED BY THE PROPERTY OWNER OF RECORD, WHETHER BIOENGINEERED OR MECHANICALLY STABILIZED SLOPES. 34. SUBJECT TO THE SUBMISSION BY THE APPLICANT, AND APPROVAL BY THE COMMISSION, OF A MAINTENANCE PLAN FOR STORM WATER MANAGEMENT

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SYSTEMS, INCLUDING BEST MANAGEMENT PRACTICES, NO ADDITIONAL FILINGS REQUIRED TO CONDUCT MAINTENANCE OF ABOVE REFERENCED STRUCTURES. 35. AFTER COMPLETION OF WORK AND PRIOR TO THE ISSUANCE OF A COC, PERMANENT BOUNDARY MARKERS SHALL BE INSTALLED TO MARK THE 25 FOOT NO DISTURBANCE BUFFER ZONE. THE TYPE OF PERMANENT MARKERS SHALL BE APPROVED BY THE CONSERVATION COMMISSION OR ITS AGENT. THESE SHALL BE SHOWN ON THE AS-BUILT PLAN AND CLEARLY MARKED ON THE PLAN WITH A NOTE INDICATING NO WORK SHALL BE PERFORMED BEYOND THIS POINT WITHOUT WRITTEN PERMISSION FROM THE CONSERVATION COMMISSION. A COPY OF THE AS-BUILT PLAN SHALL BE PROVIDED WITH THE WRITTEN REQUEST FOR A COC. IT SHALL BE ATTACHED TO AND MADE PART OF THE COC AND SHALL BE RECORDED. OVER THE YEARS THE WETLAND BOUNDARY LINE MAY MOVE, HOWEVER, THESE PERMANENT MARKERS SHALL PROVIDE A GUIDELINE TO FUTURE HOMEOWNERS AS TO THE LIMIT OF WORK. 36. PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS SHALL NOT BE USED WITHIN 100 FEET OF THE WETLANDS, WITHIN THE RIVERFRONT AREA, AND/OR WITHIN BORDERING LAND SUBJECT TO FLOODING. ORGANIC PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS MAY BE USED SUBJECT TO THE REVIEW AND APPROVAL OF THE CONSERVATION COMMISSION. THIS SHALL BE NOTED IN THE COC AND SHALL BE AN ONGOING CONDITION. 37. DE-ICING CHEMICALS (EG. SODIUM, POTASSIUM AND CALCIUM CHLORIDE) ARE PROHIBITED ON DRIVEWAYS LOCATED IN THE WETLAND RESOURCE AREAS AND BUFFER ZONES. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THE COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 38. ONLY SLOW-RELEASE ORGANIC GRANULAR TYPE FERTILIZERS SHALL BE USED WITHIN THE WETLAND BUFFER ZONE. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 39. DUMPING PROHIBITED. THERE SHALL BE NO DUMPING OF LEAVES, GRASS CLIPPINGS, BRUSH, OR OTHER DEBRIS INTO THE WETLAND OR STREAM/BODY OF WATER OR WITHIN 100 FEET OF THE WETLAND. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC. 40. COPIES OF THIS ORDER OF CONDITIONS SHALL BE MADE AVAILABLE TO ALL CONTRACTORS AND SUBCONTRACTORS WHO SHALL ALSO BE HELD RESPONSIBLE FOR COMPLIANCE WITH THIS ORDER. SITE CLEANING AND ANY CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. A COPY OF THE ORDER OF CONDITIONS, AS WELL AS THE APPROVED PLAN, SHALL BE READILY AVAILABLE ONSITE WHILE ACTIVITIES REGULATED BY THIS ORDER OF CONDITIONS ARE BEING PERFORMED AND UNTIL THE ISSUANCE OF THE CERTIFICATE OF COMPLIANCE. 41. UPON COMPLETION OF THE PROJECT, THE APPLICANT SHALL REQUEST A CERTIFICATE OF COMPLIANCE FROM THE CONSERVATION COMMISSION. THE REQUEST SHALL BE ACCOMPANIED BY THE ADMISSION OF AS-BUILT PLANS WITH JURISDICTIONAL AREAS AND A WRITTEN STATEMENT BY A PROFESSIONAL ENGINEER OR SURVEYOR REGISTERED WITHIN THE COMMONWEALTH OF MASSACHUSETTS, OR OTHER QUALIFIED PROFESSIONAL ACCEPTABLE TO THE CONSERVATION COMMISSION, CERTIFYING COMPLIANCE WITH THE APPROVED PLANS REFERENCED IN THIS ORDER OF CONDITIONS. PRIOR TO THE ISSUANCE OF A COC AND UPON THE SALE OF THE PROPERTY TO SUBSEQUENT OWNERS, THE NEW OWNER SHALL PROVIDE A LETTER TO THE CONSERVATION COMMISSION ACKNOWLEDGING THAT HE/SHE UNDERSTANDS THE WETLAND RESTRICTIONS BOUND TO THIS PROPERTY. A COPY OF THIS LETTER SHALL ACCOMPANY THE WRITTEN REQUEST FOR A COC. THIS CONDITION SHALL BE AN ONGOING CONDITION AND SHALL BE RECORDED IN THE DEED AND ON SUBSEQUENT DEEDS. 42. NO SNOW MAY BE STORED WITHIN 100 FEET OF THE WETLAND. 43. THERE IS A 10 DAY BUSINESS APPEAL PERIOD FROM THE DATE OF THE APPROVAL. ANY WORK PERFORMED BEFORE JUNE 27 IS AT THE DEVELOPER'S PERIL. 44. ANY AND ALL

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CONSTRUCTION DEBRIS OR STOCKPILES MUST BE STORED OUTSIDE THE 100' BUFFER OF ANY WETLAND. APPROPRIATE EROSION CONTROLS MEASURES MUST BE ESTABLISHED BEFORE THE STOCKPILES ARE CONSTRUCTED.

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E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

6/13/2022

1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

4

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Bob Parsons

Bob Parsons

Ellen McBride

Ellen McBride

Rob Fotino

Rob Fotino

Alex Rozycki

Alex Rozycki

by hand delivery on

6/14/22

Date

by certified mail, return receipt requested, on

Date

F. Appeals

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

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

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act

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Signature of Applicant

Rev. 4/1/2010

Stoneham Conservation Commission

Special Conditions

Stoneham High School 149 Franklin Street

DEP FILE NO. # 297-0406

1. THE STONEHAM CONSERVATION COMMISSION ISSUES THIS ORDER OF CONDITION CONTINGENT OF REVIEW AND APPROVAL OF THE FINAL DESIGN, LANDSCAPING, AND STORM WATER DRAINAGE DESIGN FOR THE PROJECT.
2. THE COMMISSION RESERVES THE RIGHT TO IMPOSE ADDITIONAL CONDITIONS OR REQUIRE THE SUBMITTAL OF ADDITIONAL INFORMATION AS NECESSARY TO PROTECT THE INTERESTS OF THE MASSACHUSETTS WETLANDS PROTECTION ACT, M.G.L. C. 131, 40 ("ACT").
3. PURSUANT TO GENERAL CONDITION NO. 8, THIS ORDER OF CONDITIONS MUST BE REGISTERED IN THE REGISTRY OF DEEDS (MIDDLESEX) WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, AND PRIOR TO THE START OF WORK. NOTICE OF THE REGISTRATION MUST BE FILED WITH THE STONEHAM BUILDING DEPARTMENT AND CONSERVATION COMMISSION NO LATER THAN THIRTY (30) DAYS FROM THE DATE OF REGISTRATION. FAILURE TO COMPLY WITH THIS CONDITION SHALL BE CAUSE TO REVOKE THIS ORDER OF CONDITIONS.
4. IF ANY CHANGE IS MADE OR INTENDED TO BE MADE IN THE PLANS, THE APPLICANT SHALL FILE A NEW NOTICE OF INTENT, OR SHALL INQUIRE IN WRITING OF THE COMMISSION WHETHER THE CHANGE NECESSITATES A NEW FILING.
5. THE APPLICANT SHALL SUBMIT TO THE COMMISSION A WRITTEN REQUEST FOR A CERTIFICATE OF COMPLIANCE. THE FOLLOWING DOCUMENTS SHALL ACCOMPANY THE REQUEST:

A LETTER AND TWO SETS OF "AS BUILT" PLANS FOR THE PROJECT, STAMPED AND SIGNED BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR. THE LETTER SHALL CERTIFY THAT THE COMPLETED WORK IS IN SUBSTANTIAL COMPLIANCE WITH THE PLANS REFERRED TO IN THE ORDER OF CONDITIONS.

THE PLANS SHALL ALSO BE PROVIDED IN DIGITAL FORMAT ON A COMPACT DISK (CD). THE PLANS SHOULD BE SUBMITTED IN THE "DFX" OR "DWG" FORMAT.

IN ANY EVENT, THE APPLICANT SHALL SUBMIT THE ABOVE DOCUMENTATION WITHIN SIX MONTHS OF COMPLETION OF THE WORK DESCRIBED IN THE NOTICE OF INTENT.

6. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE RIGHT TO ENTER AND INSPECT THE PREMISES TO EVALUATE COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND MAY REQUIRE THE SUBMITTAL OF ANY DATA NECESSARY FOR SUCH EVALUATION.
7. THE STONEHAM CONSERVATION COMMISSION AND THE COMMISSION'S AGENTS SHALL HAVE THE AUTHORITY TO INFORM THE APPLICANT OR THE APPLICANT'S REPRESENTATIVE OF VIOLATIONS OF THE EROSION AND SEDIMENT CONTROL MEASURES OF THIS ORDER OF CONDITIONS. UPON SUCH NOTIFICATION, THE OWNERS SHALL TAKE IMMEDIATE ACTION TO CORRECT THE VIOLATION.
8. PRIOR TO ANY WORK ON-SITE, THE APPLICANT SHALL INFORM THE COMMISSION IN WRITING OF THE NAMES, ADDRESSES, AND BUSINESS AND HOME TELEPHONE NUMBERS OF THE PROJECT'S SUPERVISOR(S) AND ALTERNATE(S) WHO WILL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH THIS ORDER OF CONDITIONS, AND WHO WILL HAVE THE AUTHORITY TO (A) RECEIVE COMMENTS FROM THE COMMISSION, (B) DIRECT THE CONTRACTOR TO TAKE MEASURES OF EROSION AND SEDIMENTATION CONTROL, AND (C) ORDER WORK TO BE STOPPED, IF NECESSARY.
9. THE APPLICANT SHALL NOTIFY THE COMMISSION IN WRITING OF ANY CHANGES IN PERSONNEL SO RESPONSIBLE, TOGETHER WITH APPROPRIATE NAMES, ADDRESSES, AND PHONE NUMBERS.
10. THE APPLICANT SHALL PROVIDE 48 HOURS NOTICE TO THE COMMISSION PRIOR TO BEGINNING ACTIVITIES ON-SITE. ALL SITE MITIGATION MEASURES MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
11. EROSION AND SEDIMENT CONTROL MEASURES SHALL FOLLOW THE SPECIFICATIONS IN THE PLANS ACCOMPANYING THE NOTICE OF INTENT.
12. SILTATION FENCES, STAKED HAY BALES, AND OTHER EROSION CONTROL MEASURES SHALL BE INSTALLED AND SHALL BE INSPECTED AND APPROVED BY THE COMMISSION AND ITS AGENTS PRIOR TO THE INITIATION OF ANY WORK. THE SILTATION FENCES AND HAY BALES

SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL ADJACENT DISTURBED AREAS ARE RE-VEGETATED AND STABILIZED. ALL EROSION/SEDIMENTATION CONTROL STRUCTURES SHALL BE MAINTAINED IN CONTINUOUS FUNCTIONING ORDER. THIS SHALL INCLUDE PERIODIC CLEAN OUT-OF CATCH BASINS (WHERE APPLICABLE) AND REPLACEMENT OF FILTER FABRIC AND HAY BALES.

13. DEBRIS SHALL BE REMOVED FROM THE 100-FT. BUFFER ZONE AND THE WETLANDS DAILY. DEBRIS SHALL NOT BE STORED IN THE BUFFER ZONE OR IN THE WETLANDS.
14. A GENERAL POLICING OF THE ENTIRE WETLAND AREA MUST BE PERFORMED IN WHICH ALL MANUFACTURED ITEMS ARE TO BE REMOVED FROM THE WETLAND AND BUFFER ZONE.
15. AS SOON AS POSSIBLE DURING CONSTRUCTION, ALL DISTURBED AREAS SHALL BE BROUGHT TO FINAL FINISHED GRADE, AND EITHER LOAMED OR SEEDED, IN ACCORDANCE WITH USDA SOIL CONSERVATION SERVICE GUIDELINES FOR PERMANENT STABILIZATION, OR STABILIZED IN ANOTHER WAY APPROVED BY THE COMMISSION. BARE GROUND THAT CANNOT BE PERMANENTLY STABILIZED WITHIN THIRTY DAYS SHALL BE STABILIZED BY TEMPORARY MEASURES ACCEPTABLE TO THE COMMISSION.
16. DUST CONTROLS, IF REQUIRED, SHALL BE LIMITED TO WATER. NO SALTS OR WETTING AGENTS SHALL BE USED.
17. NO PESTICIDES, HERBICIDES, OR FERTILIZERS SHALL BE APPLIED WITHIN THE 100 FT. BUFFER ZONE OR THE WETLAND AREA.
18. USED PETROLEUM PRODUCTS FROM THE MAINTENANCE OF CONSTRUCTION EQUIPMENT AND CONSTRUCTION DEBRIS SHALL BE COLLECTED AND DISPOSED OF OFF-SITE IN A PROMPT AND PROPER MANNER. ON-SITE DISPOSAL OF THESE MATERIALS IS NOT ALLOWED.
19. THIS ORDER SHALL APPLY TO ANY SUCCESSOR IN CONTROL OR SUCCESSOR IN INTEREST OF THE PROPERTY DESCRIBED IN THE NOTICE OF INTENT AND ACCOMPANYING PLANS. THESE OBLIGATIONS SHALL BE EXPRESSED IN COVENANTS IN ALL DEEDS TO SUCCEEDING OWNERS OF PORTIONS OF THE PROPERTY.
20. THE FOUNDATION LOCATION AND SIZE SHALL BE CERTIFIED BY A LICENSED SURVEYOR IN ACCORDANCE WITH THE PLANS AND SUBMITTED TO THE SCC BEFORE THE PLACEMENT OF ANY CONCRETE.

21. THE AREAS OF CONSTRUCTION SHALL REMAIN IN A STABLE CONDITION AT THE CLOSE OF EACH CONSTRUCTION DAY. EROSION CONTROLS SHOULD BE INSPECTED AT THIS TIME, AND REPAIRED, REINFORCED OR REPLACED AS NECESSARY.
22. MATERIALS AND EQUIPMENT SHALL BE STORED IN A MANNER AND LOCATION, WHICH WILL MINIMIZE THE COMPACTION OF SOILS AND THE CONCENTRATION OF RUNOFF. EQUIPMENT FUEL STORAGE AND REFUELING OPERATIONS SHALL BE SITUATED IN AN UPLAND AREA AT A HORIZONTAL DISTANCE GREATER THAN 100 FT. FROM THE BOUNDARIES OF THE RESOURCE AREAS. IF A SPILL OCCURS, CONTAMINATED SOILS SHALL BE REMOVED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEP DIVISION OF HAZARDOUS WASTE.
23. DURING THE CONSTRUCTION PHASE FOR THIS PROJECT AN ON-SITE SUPERVISOR, DIRECTING ENGINEER OR DESIGNATED CONSTRUCTION MANAGER, SHALL HAVE A COPY OF THE PERMIT AND NOTICE OF INTENT AT THE SITE, FAMILIARIZE HIM OR HERSELF WITH THE DOCUMENTS AND ADHERE TO THOSE CONDITIONS.
24. THE SILTATION BARRIERS SHALL SERVE AS A WORK LIMIT LINE FOR THE PROJECT. NO DISTURBANCE TO ADJACENT WETLAND AREAS RESULTING FROM WORK ON THE PROJECT SHALL OCCUR DURING OR AFTER CONSTRUCTION.
25. AN ADEQUATE STOCKPILE OF EROSION CONTROL MATERIALS SHALL BE ON SITE AT ALL TIMES FOR EMERGENCY OR ROUTINE REPLACEMENT AND SHALL INCLUDE MATERIALS TO REPAIR SILT FENCES, HAY BALES OR ANY OTHER DEVICES PLANNED FOR USE DURING CONSTRUCTION.
26. IF DE WATERING IS REQUIRED, WATER SHALL BE PUMPED INTO A FILTER BAG OR SETTLING BASIN CONSTRUCTED OF HAY BALES OR SILT FENCE WHICH WILL BE LOCATED IN SUITABLE AREAS OUTSIDE OF THE WETLAND RESOURCE AREAS. THE BASIN AND ALL ACCUMULATED SEDIMENT WILL BE REMOVED FOLLOWING DE-WATERING OPERATIONS, AND THE AREA SEEDED AND MULCHED.
27. EQUIPMENT SHALL BE MAINTAINED TO PREVENT LEAKAGE OR DISCHARGE OF POLLUTANTS. ANY LEAKAGE OF OIL, HYDRAULIC FLUID, OR OTHER POLLUTANT SHALL BE CLEANED UP IMMEDIATELY UPON DISCOVERY AND THE EQUIPMENT SHALL BE IMMEDIATELY REMOVED FROM THE SITE. THE CONSERVATION COMMISSION SHALL BE INFORMED IMMEDIATELY IN SUCH AN EVENT.

28. THE SITE SHALL BE SWEEPED AND KEPT FREE OF ACCUMULATED DEBRIS, LITTER AND SEDIMENT TWICE IN THE SPRING AND ONCE IN THE FALL.
29. IF ANY UNFORESEEN PROBLEM OCCURS DURING CONSTRUCTION WHICH AFFECTS ANY OF THE STATUTORY INTERESTS OF THE WETLANDS PROTECTION ACT, CHAPTER 131, SECTION 40, OR THE STONEHAM WETLANDS BY LAW CHAPTER 11, UPON DISCOVERY, THE APPLICANT SHALL NOTIFY THE COMMISSION, AND AN IMMEDIATE MEETING SHALL BE HELD BETWEEN THE COMMISSION, THE APPLICANT, THE ENGINEER, CONTRACTOR, AND OTHER CONCERNED PARTIES TO DETERMINE THE CORRECTIVE MEASURES TO BE EMPLOYED. THE APPLICANT SHALL THEN ACT TO CORRECT THE PROBLEM USING THE CORRECTIVE MEASURES AGREED UPON.
30. THE MAINTENANCE OF THE PROPERTY OWNER OF RECORD OR DESIGNEE OF CULVERTS TO ENSURE SERVICEABILITY DURING OPERATION AS DESIGNED.
31. THE MAINTENANCE OR REPAIR, BY THE PROPERTY OWNER OF RECORD OR DESIGNEE, OF DETENTION BASINS, SUPPORTING DRAINAGE SYSTEMS, STORM WATER MANAGEMENT BEST MANAGEMENT PRACTICES, OTHER THAN THOSE IN THE PUBLIC WAY SHALL BE THE RESPONSIBILITY OF THE APPLICANT/PROPERTY OWNER. THE DESIGN CAPACITY, STORM WATER MANAGEMENT TREATMENT CAPACITY, AND STRUCTURAL INTEGRITY OF THESE FACILITIES MUST BE MAINTAINED.
32. ALL PROPER EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE TAKEN DURING AND AFTER CONSTRUCTION TO ENSURE THAT NO SEDIMENTATION WILL OCCUR TO DOWNGRADE WETLAND RESOURCE AREAS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF PERMANENT EROSION CONTROL ON ALL SLOPES WITHIN JURISDICTIONAL AREAS USING, BUT NOT LIMITED TO, EROSION CONTROL BLANKETS AND PERMANENT VEGETATIVE COVER.
33. STABILIZED SLOPES SHALL BE MAINTAINED AS DESIGNED AND CONSTRUCTED BY THE PROPERTY OWNER OF RECORD, WHETHER "BIOENGINEERED" OR MECHANICALLY STABILIZED SLOPES.
34. SUBJECT TO THE SUBMISSION BY THE APPLICANT, AND APPROVAL BY THE COMMISSION, OF A MAINTENANCE PLAN FOR STORM WATER MANAGEMENT SYSTEMS, INCLUDING BEST MANAGEMENT PRACTICES, NO ADDITIONAL FILINGS REQUIRED TO CONDUCT MAINTENANCE OF

ABOVE REFERENCED STRUCTURES.

35. AFTER COMPLETION OF WORK AND PRIOR TO THE ISSUANCE OF A COC, PERMANENT BOUNDARY MARKERS SHALL BE INSTALLED TO MARK THE 25 FOOT NO DISTURBANCE BUFFER ZONE. THE TYPE OF PERMANENT MARKERS SHALL BE APPROVED BY THE CONSERVATION COMMISSION OR ITS AGENT. THESE SHALL BE SHOWN ON THE AS-BUILT PLAN AND CLEARLY MARKED ON THE PLAN WITH A NOTE INDICATING NO WORK SHALL BE PERFORMED BEYOND THIS POINT WITHOUT WRITTEN PERMISSION FROM THE CONSERVATION COMMISSION. A COPY OF THE AS-BUILT PLAN SHALL BE PROVIDED WITH THE WRITTEN REQUEST FOR A COC. IT SHALL BE ATTACHED TO AND MADE PART OF THE COC AND SHALL BE RECORDED. OVER THE YEARS THE WETLAND BOUNDARY LINE MAY MOVE, HOWEVER, THESE PERMANENT MARKERS SHALL PROVIDE A GUIDELINE TO FUTURE HOMEOWNERS AS TO THE LIMIT OF WORK.
36. PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS SHALL NOT BE USED WITHIN 100 FEET OF THE WETLANDS, WITHIN THE RIVERFRONT AREA, AND/OR WITHIN BORDERING LAND SUBJECT TO FLOODING. ORGANIC PESTICIDES, HERBICIDES, FUNGICIDES AND FERTILIZERS MAY BE USED SUBJECT TO THE REVIEW AND APPROVAL OF THE CONSERVATION COMMISSION. THIS SHALL BE NOTED IN THE COC AND SHALL BE AN ONGOING CONDITION.
37. DE-ICING CHEMICALS (EG. SODIUM, POTASSIUM AND CALCIUM CHLORIDE) ARE PROHIBITED ON DRIVEWAYS LOCATED IN THE WETLAND RESOURCE AREAS AND BUFFER ZONES. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THE COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC.
38. ONLY SLOW-RELEASE ORGANIC GRANULAR TYPE FERTILIZERS SHALL BE USED WITHIN THE WETLAND BUFFER ZONE. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC.
39. DUMPING PROHIBITED. THERE SHALL BE NO DUMPING OF LEAVES, GRASS CLIPPINGS, BRUSH, OR OTHER DEBRIS INTO THE WETLAND OR STREAM/BODY OF WATER OR WITHIN 100 FEET OF THE WETLAND. THIS CONDITION SHALL SURVIVE THE EXPIRATION OF THIS COC, AND SHALL BE INCLUDED AS A CONTINUING CONDITION IN PERPETUITY ON THE COC.

40. COPIES OF THIS ORDER OF CONDITIONS SHALL BE MADE AVAILABLE TO ALL CONTRACTORS AND SUBCONTRACTORS WHO SHALL ALSO BE HELD RESPONSIBLE FOR COMPLIANCE WITH THIS ORDER. SITE CLEANING AND ANY CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. A COPY OF THE ORDER OF CONDITIONS, AS WELL AS THE APPROVED PLAN, SHALL BE READILY AVAILABLE ONSITE WHILE ACTIVITIES REGULATED BY THIS ORDER OF CONDITIONS ARE BEING PERFORMED AND UNTIL THE ISSUANCE OF THE CERTIFICATE OF COMPLIANCE.
41. UPON COMPLETION OF THE PROJECT, THE APPLICANT SHALL REQUEST A CERTIFICATE OF COMPLIANCE FROM THE CONSERVATION COMMISSION. THE REQUEST SHALL BE ACCOMPANIED BY THE ADMISSION OF AS-BUILT PLANS WITH JURISDICTIONAL AREAS AND A WRITTEN STATEMENT BY A PROFESSIONAL ENGINEER OR SURVEYOR REGISTERED WITHIN THE COMMONWEALTH OF MASSACHUSETTS, OR OTHER QUALIFIED PROFESSIONAL ACCEPTABLE TO THE CONSERVATION COMMISSION, CERTIFYING COMPLIANCE WITH THE APPROVED PLANS REFERENCED IN THIS ORDER OF CONDITIONS.
PRIOR TO THE ISSUANCE OF A COC AND UPON THE SALE OF THE PROPERTY TO SUBSEQUENT OWNERS, THE NEW OWNER SHALL PROVIDE A LETTER TO THE CONSERVATION COMMISSION ACKNOWLEDGING THAT HE/SHE UNDERSTANDS THE WETLAND RESTRICTIONS BOUND TO THIS PROPERTY. A COPY OF THIS LETTER SHALL ACCOMPANY THE WRITTEN REQUEST FOR A COC. THIS CONDITION SHALL BE AN ONGOING CONDITIONS AND SHALL BE RECORDED IN THE DEED AND ON SUBSEQUENT DEEDS.
42. NO SNOW MAY BE STORED WITHIN 100 FEET OF THE WETLAND.
43. THERE IS A 10 DAY BUSINESS APPEAL PERIOD FROM THE DATE OF THE APPROVAL. ANY WORK PERFORMED BEFORE JUNE 27 IS AT THE DEVELOPER'S PERIL.
44. ANY AND ALL CONSTRUCTION DEBRIS OR STOCKPILES MUST BE STORED OUTSIDE THE 100' BUFFER OF ANY WETLAND. APPROPRIATE EROSION CONTROLS MEASURES MUST BE ESTABLISHED BEFORE THE STOCKPILES ARE CONSTRUCTED.

THE COMMONWEALTH OF MASSACHUSETTS

Stoneham

CITY OR TOWN



2022 00094661

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Page: 1 of 3 06/23/2022 11:27 AM

BOARD OF APPEALS

May 27, 2022

NOTICE OF VARIANCE

Conditional or Limited Variance or Special Permit
(General Laws Chapter 40A, Section 18 as amended)

Notice is hereby given that a Conditional or Limited Variance or Special Permit has been granted

To The Town of Stoneham, Massachusetts
Owner or Petitioner

Address 35 Central Street

City or Town Stoneham, MA 02180

Identify Land Affected

by the Board of Appeals affecting the rights of the owner with respect to the use of premises on

149 Franklin Street Stoneham, Massachusetts
Street City or Town

the record title standing in the name of Town of Stoneham

whose address is 149 Franklin Street Stoneham, Massachusetts
Street City or Town State

by a deed duly recorded in the Middlesex South Registry of Deeds in

Book 10891 Page 20 and Registry District of the Land

Court Certificate No. Book Page

The decision of the said Board is on file in the office of the Town Clerk, Town Hall, Stoneham, MA

Certified this 27th day of May, 2022

Board of Appeals:

Robert Saltzman, Vice Chairman

Maria Sagar Clerk

Received and entered with the Register of Deeds in the County of

Book Page

ATTEST

Register of Deeds

Notice to be recorded by Land owner

TOWN OF STONEHAM
BOARD OF APPEALS

May 26, 2022

STONEHAM
TOWN CLERK
REGISTRARS

Decision of the Board of Appeals on the appeal and petition of
2022 MAY 27 A 11: 20

An application by the Town of Stoneham, 35 Central Street, Stoneham to construct a new public high school at 149 Franklin Street, Stoneham, Massachusetts which requires variances of the Stoneham Town Code, Chapter 15, Section 6.3.3 Minimum Number of Spaces – The minimum number of parking spaces required per gymnasium occupancy is 500 spaces. The existing number of parking spaces is 346 and the proposed number of spaces is 351. Section 6.3.7.2 Off Street Loading Areas – The minimum number of off street loading areas required is 8. The proposed number of loading areas is 2 areas that meet the school needs. Section 6.6.2.1 Lighting – All parking lots shall maintain a minimum intensity of one (1) footcandle over the entire parking surface. The proposed is an average of one (1) footcandle over the entire parking surface. A plan by Perkins & Will and Warner Larson Landscape Architects may be seen daily except Friday afternoon in the Office of the Town Clerk.

The Board noted the scope of the petitioners' plans for the site, taking note that the size and shape of the lot justifies a finding of hardship and recognizing that the requests for relief do not involve a derogation from the intent of the bylaws nor do they detract from the public good. Board members noted the legal standard required for the granting finding of a variance:

"A variance may be granted if, among other things, the board of appeals finds as "to particular land . . . that owing to circumstances relating to the soil conditions, shape, or topography of such land . . . but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the . . . by-law would involve substantial hardship" to the landowner. G.L.c. 40A, § 10 (1990 ed.). We focus on the words "circumstances relating to the soil conditions, shape, or topography of such land" which must be the reason for any substantial hardship to the owner. Unless circumstances relating to the soil conditions of the land, the shape of the land, or topography of the land cause the hardship, no variance may be granted lawfully." Tsagronis v. Board of Appeals of Wareham, 415 Mass. 329, 331 (1993).

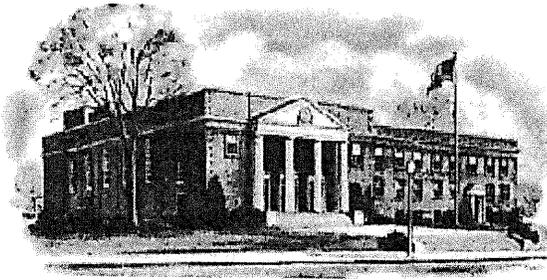
Board members agreed unanimously that the petition met the legal criteria for the granting of a variance and voted 5-0 to grant same.

Any person aggrieved by this decision of the Board of Appeals may appeal to the appropriate court. Pursuant to Mass.Gen.L., ch. 40A, Section 17, within twenty (20) days aft the filing of this decision with the Town Clerk. Notice of such appeal with a copy of the complaint must also be filed with the Town Clerk within the same 20 days as provided in Chapter 40A, Section 17. All permit applications pursuant to this decision must be submitted within one year of this date.



Robert M. Saltzman, Vice Chairman
Stoneham Board of Appeals

Members present and voting: Saltzman, Rubin, Dufour, McLaughlin, and Sullivan all voted in favor, (5-0 vote).



TOWN OF
STONEHAM
MASSACHUSETTS 02180

OFFICE OF THE TOWN CLERK
Telephone: (781) 279-2650
FAX: (781) 279-2653
Email: msagarino@stoneham-ma.gov

Maria Sagarino
Town Clerk

June 17, 2022

Re: 149 Franklin Street, Stoneham, Massachusetts 02180

I, Maria Sagarino, Town Clerk of Stoneham, Massachusetts hereby certify that the decision of the **Board of Appeals** regarding the above property was filed on **May 27, 2022 11:20 AM** and no appeal has been filed in the twenty (20) days since or that if such appeal has been filed that it has been dismissed or denied.


Maria Sagarino
Town Clerk