

THE CITY OF WORCESTER

Request for Bids 149 West Boylston Drive Site Improvements

September 2020

PROJECT SPECIAL CONDITIONS AND SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND PARKS

Parks, Recreation and Cemetery Division

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PROJECT SPECIAL CONDITIONS

ARTICLE 1 - PROJECT SITE

- a. All work of this contract is located within the confines of 149 West Boylston Drive, maintained by the City of Worcester DPW and Parks.

ARTICLE 2 - SUMMARY OF WORK

- a. The work to be completed under this contract involves the furnishing of all labor, materials and equipment for the following items of work and all incidentals thereto. All work shall be performed in full accordance with the specifications, other contract documents, obviously implied and necessary or under the direction of the Owner.
- b. The plans and specifications are intended to be cooperative, and any item called for in one and not the other shall be as binding as if called for in both. During the bidding period discrepancies should be immediately brought to the attention of the Owner for clarification. If a discrepancy is discovered within the plans and the specifications after the bid period, **the Owner will determine which shall apply.**
- c. When Applicable, The City of Worcester DPW and Parks, Parks, Recreation and Cemetery Division is in the process of standardizing appurtenances such as park benches, trash receptacles, irrigation controllers, Area/Street lights, Sports field lighting in the facilities within their jurisdiction and maybe currently installed at this facilities. By standardizing on one manufacturer it provides the Division with a consistent product which through familiarity reduces operator training and maintenance time. Standardization also provides opportunities for maintenance cost saving through interchangeable parts such as but not inclusive to luminaries, ballast, poles, compatibility with current Division maintenance equipment etc.
- d. Quality Control: In order to ensure the highest level of quality with respect to the playing surface of this greatly utilized public athletic facility, the General Contractor / Awardee shall have a minimum of five (5) years of successful experience;
 - a. as the Prime Contractor constructing (provide verifiable references upon request)
 - b. ability to demonstrate constructing (provide verifiable references upon request)
 - c. coordinating and supervising (provide verifiable references upon request)

Park Improvements of similar size and quality of this project as per the standards of the project specifications and construction drawings.

ARTICLE 3 - WORK WITHIN A PUBLIC PROPERTY

- a. As a point of information, all of the work to be undertaken is located within the confines of an unsecured public property, and as such is subject to acts of vandalism. The City of Worcester will not pay for any damage to the Contractor's equipment or material. The Contractor shall take all means and measures necessary to protect the public, work in progress, work completed, and all furnishings, materials and equipment stored at the site through the completion of the project. The repair or replacement of work in place or in progress shall be the sole responsibility of the Contractor and shall be accomplished at no cost to the Owner.



ARTICLE 4 - SITE INSPECTION

- a. It shall be contingent upon the Contractor to inspect the site as an aid to determining the extent of the work under the various contract items before submission of the bid.

ARTICLE 5 - PRE -BID AND PRE-CONSTRUCTION MEETINGS

- a. A pre-bid conference will be held on **September 30, 2020**, 10:30 AM (Eastern Standard Time) at the 149 West Boylston Drive, Worcester, MA. Interested bidders are encouraged to attend. A mandatory pre-construction meeting will be arranged by the Owner's representative after the award of the contract. Sub-consultants may be asked to attend the pre-construction meeting if determined by the Owner's Representative to be warranted.

ARTICLE 6 - SITE ACCESS

- b. Prospective bidders are advised that access to the project sites shall be in accordance with the governing traffic patterns with specific locations into the site to be designated in the field after award of the contract.
- c. Regardless of the eventual location of the construction access, the Contractor shall make every provision to ensure the safety of pedestrians and drivers making use of the public property.

ARTICLE 7 - OWNER'S TAX EXEMPTION

- a. The Awarding Authority, as a department of a corporate municipality in the Commonwealth is exempt from the taxes listed below. Contractor shall notify all suppliers of the following current certificates.
 1. Federal Excise Taxes as applied to articles taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended, City Excise Tax Exemption Certificate is not required.
 2. From Sales and Use Tax imposed by the Commonwealth of Massachusetts under Chapter 14, Acts of 1966, the City has been assigned and exemption certificate with respect to leases, rentals, or purchases of "Tangible Personal Property". The Owner at the Contractor's request will furnish the tax-exempt certification number.

ARTICLE 8 - TIME FOR COMPLETION AND SEQUENCE OF WORK

- a. The work of this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed/Award of Contract and shall be substantially completed **by June 01 2021**, except as the work may be interrupted by weather conditions as hereinafter specified. The Contractor shall prosecute the Work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to keep the Work on schedule or as directed by the Owner. No additional time shall be provided for Change Orders.
- b. The Parks, Recreation and Cemetery Division shall be solely responsible for determining when the work shall be interrupted due to unsatisfactory weather conditions. Determination of the period to be included in the Time for Completion shall cease when the City directs that the work stop due to weather and shall commence again on the first working day thereafter that the City may designate for the work to be resumed.



- c. The Contractor must completely understand that once the Contractor mobilizes and begins work, the Contractor must be on-site, every day during the normal work week, and must work continuously until substantial completion of the project. The Parks, Recreation, and Cemetery Division will not allow any time gaps of any length of time during the construction due to the Contractor's scheduling of other work not related to this specific Contract.
- d. It should be further understood that this project will not be a "fill-in" for the Contractor and that the Contractor does not have the ability to start and stop construction at the Contractor's option. Any unauthorized time gaps will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.
- e. The Contractor shall carry on the Work and adhere to the schedule during all disputes and disagreements with The Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Contractor shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.
- f. Punch list shall be completed within 35 day from date of issue.
- g. The Contractor is advised that the **required calendar days** regarding Time for Completion and Punchlist, shall be consecutive.

ARTICLE 9 - LIQUIDATED DAMAGES

- a. Prospective Bidders are advised that liquidated damages shall be in effect for this project. The Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred and Dollars (\$500.00) as fixed and agreed, as liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the provisions of the Contract.

ARTICLE 10 - CONSTRUCTION SCHEDULES AND PAYMENT ESTIMATES

- a. The Contractor must submit a construction schedule to the Owner indicating the general sequence of all work under this Contract. This schedule must be submitted within 7 days of the date of the Notice-to-Proceed and shall be revised if required to the satisfaction of the Owner.
- b. The Contractor shall submit a breakdown and monthly cost estimate (schedule of values) for all items of work in categories approved by the Owner.
- c. The established breakdown of items, categories and values shall be utilized to prepare the monthly pay requisition forms. It is recommended that the Contractor submit a draft Payment Applications to the Owner for approval, no later than the second week of every month. The Owner shall review and edit this copy to indicate the amount of payment to be approved and return this to the Contractor after field review. Revised/updated payment estimates and construction schedule must be submitted with monthly Payment Applications. The Contractor shall then formally submit three (3) originals of the Payment Applications, conforming to the Owner's approval, for payment.

ARTICLE 11 – CONSTRUCTION REPORTS & WEEKLY PROGRESS MEETINGS

- a. The Contractor and Sub-Contractors shall attend a regular weekly meeting with the Owner at the Parks, Recreation and Cemetery Division Headquarters, 50 Skyline Drive, Worcester, MA in the Capital Projects Division Conference Room at a pre-determined time set by the Owner. The Contractor must be present for these meetings during the course of the Contract and reserves no



right to cancel the meeting. If the Contractor fails to attend the mandatory weekly meeting, a flat fee of \$500.00 will be charged to the Contractor. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.

- b. The Contractor will be required to take minutes for the weekly scheduled meetings. The Contractor will have three (3) business days from the date of the meeting to submit to the Owner the minutes of the meeting on the Parks, Recreation and Cemetery Division form. The form will be supplied to the respective Contractor when the Notice to Proceed has been issued. Failure to supply the minutes of the meeting in the required timeframe will result in a flat fee of \$250.00 to be charged to the Contractor. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.
- c. The Contractor will be required to maintain daily construction reports (DCRs) (format and information required to be provided and/or approved by Owner). PDF of the DCRs shall be submitted weekly for review and shall be up to date prior to approval of monthly Payment Applications.
- d. The Owner may desire other meetings from time to time, and the Contractor shall attend these and such Sub-Contractors as are directed to attend. All of the above mentioned conditions should apply.

ARTICLE 12 - HOURS OF OPERATION

- a. Unless otherwise approved by the Owner, hours of operation shall be 7:00 a.m. to 3:30 p.m., Monday through Friday.

ARTICLE 13 - CONTRACT DOCUMENTS

- a. The Owner will furnish the Contractor, without charge, four (4) complete copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost.

ARTICLE 14 - STORAGE OF MATERIALS AND EQUIPMENT

- a. Bidders are advised that the storage of equipment within the confines of the project limit shall be at the Contractors own risk. No material or equipment shall be stored outside the limits of work as defined in the contract documents, designated and agreed to by the Owner.

ARTICLE 15 - USE OF EQUIPMENT/MACHINERY

- a. The Contractor shall not use as any part of his operation any skid steered, track driven, or heavy machinery/equipment on adjacent roadways.

ARTICLE 16 - RESPONSIBILITIES OF CONTRACTOR

- a. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, permits and back charges and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract completed in every respect within the specified time.
- b. Unless otherwise specified herein all materials, workmanship, methods, and practices shall conform to the current Standards and Ordinances of the appropriate Departments and/or Commissions of the City. The following documents are available online at



<http://www.ci.worcester.ma.us/dpw/> , a hard copy or CD will be furnished to the Contractor upon request.

- i. The City of Worcester DPW and Parks, Engineering Division, Construction Management Section, Standard Specifications and Details - March 2007 or current edition.
 - ii. Permit Manual – Revised 2004 or current edition.
- c. The Contractor shall be responsible for detailed layout; all stakeout and grade control and shall employ a registered Professional Engineer or a registered Land Surveyor for this purpose. The Owner’s Representative will verify and approve the layout and locations of improvements prior to excavation or installation.
- d. The Contractor shall verify dimensions and utility locations shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings, or between the Drawings and actual field conditions, or between the Drawings and the specifications he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution. Such information shall be marked on copies of the “As-Built” drawings and the original “As-Built” drawings are to be reviewed at weekly job meetings.
- e. The Contractor shall provide final As-Built Drawings to the Owner. See “Record Drawings – As Built” of this Section.
- f. The Contractor shall maintain a full time supervisor or foreman on the construction site, whether the construction forces are employed by his construction company or employed by a Sub-Contractor.
- g. As soon as the Contract is executed, the Contractor shall order materials, submit construction schedules as herein after specified and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.
- h. It is the Contractor's responsibility to make his own investigation and related assumptions, to satisfy her/him as to subsurface conditions and to insure that these are reflected in the bid.
- i. In order to verify locations of utilities and varying field conditions, exploratory excavations may be necessary, the cost of which is to be included in the contract bid price.
- j. The Contractor's attention is called to the necessity of obtaining permits especially those required by various departments of the City. These permit fees will not be waived by the City and must be paid in full by the Contractor.
- k. The Contractor shall furnish and maintain all temporary fences, barriers, enclosures, lights and warning devices necessary to protect his/her work area and to protect the public and his work forces throughout the life of this contract.

ARTICLE 17 - EMERGENCY CONTACT INFORMATION

- a. The Contractor will be required to submit within seven (7) business days after the Notice to Proceed a list of all people that will be involved with the completion of this project including all principal(s), president(s), superintendent(s), and project manager(s) of the company. The list shall contain the following information, including but not limited to: name, title, address, voice mail number, cell phone number, pager number, fax number and email address.



ARTICLE 18 - ON SITE SUPERINTENDENT/PROJECT MANAGER

- a. The Contractor must, at all times, maintain an on-site superintendent during the construction and administration of this Contract. The superintendent must be completely familiar with all aspects of the project and capable of following the construction through from start to finish. The Contractor does not have the right to switch, replace, change or otherwise remove the superintendent assigned to this project unless specifically authorized in writing by the Owner. The on-site superintendent must be present a minimum of seven (7) hours per day during construction. If the on-site superintendent fails to meet the above-mentioned requirements, the Contractor will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.

The Contractor must assign a Project Manager to this Contract that is completely familiar with all aspects of the project and capable of completing the project. The Contractor does not have the right to switch, replace, change or otherwise remove the superintendent assigned to this project unless specifically authorized in writing by the Owner. It should be further understood that the Owner would discuss all matters in regards to the administration of this Contract with only one (1) Project Manager, regardless of how many the Contractor assigns to the project.

All correspondence, emails, voice mail, faxes, etc. will be handled through the designated Project Manager only. The Parks, Recreation and Cemetery Division reserves the right, in conjunction with the Contractor, to remove the Contractor's assigned Project Manager if the City feels it is the best interest to do. Upon written notification, the Contractor must assign a new Project Manager within three (3) business days.

ARTICLE 19 - PROVISIONS FOR TRAFFIC/POLICE DETAIL (As Applicable)

- a. The Contractor shall not close or obstruct any portion of a public road without obtaining the necessary permission from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's opinion, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner including the provision of police details required to complete the work.
- b. The Contractor at his/her expense shall maintain public roads and sidewalks passable, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the activities of park users will be held to a minimum.
- c. The Contractor shall cooperate in every way possible with the municipal authorities in accommodating park activities and events.

ARTICLE 20 - COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing and must be presented in person or by mail to the Owner.
- b. Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered at the office or field office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the **Owner** shall, unless otherwise specified in writing to the Contractor, be delivered to:

Robert C. Antonelli, Jr., Assistant Commissioner



Department of Public Works and Parks
50 Skyline Drive, Worcester, MA 01605

and any notice to or demand upon the Owner shall be sufficiently given is so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

ARTICLE 21 - PARTIAL USE OF SITE IMPROVEMENTS

- a. The Owner, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:
 - 1. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
 - 2. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
 - 3. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
 - 4. The period of guarantee stipulated in the specifications shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

ARTICLE 22 - SAMPLING AND TESTING OF MATERIALS AND COMPACTION

- a. Sampling and testing ordered by the Owner to ensure that materials are as specified and that compaction of all materials conforms to the necessary requirements shall be taken and completed by representatives of a Massachusetts certified testing laboratory satisfactory to the Owner, and shall be paid for by the City as described in the technical specifications.

ARTICLE 23 - TEMPORARY FACILITIES

- a. Furnish all labor, materials, and services to fulfill the requirements for temporary facilities, at no additional cost to the Owner, and comply with all requirements set forth herein, except where said requirements are in conflict with Federal, State, or Local laws, rules, and regulations, in which case(s) the applicable Federal, State, or Local requirements shall govern.

ARTICLE 24 - SANITARY FACILITIES

- a. Provide, place, and maintain in good order from the commencement to final completion of the work, suitable temporary toilet facilities for use by all persons employed under this contract. Toilets shall be rented from and serviced by an approved company, and shall be kept clean and sanitary and secured at all times. The type of toilets proposed for use shall have the approval of the appropriate City agency, and the number of units shall be as recommended by the Department



of Labor. Toilets shall be locked during nonworking hours and placed in a secured (fenced) location, where possible.

ARTICLE 25 - TEMPORARY LIGHT AND POWER

- a. Make all necessary arrangements with the local utility company and pay all costs including labor, in operating and maintaining all temporary services for electricity used during the construction, unless specifically noted otherwise.
- b. Ensure that temporary wiring, outlets, and lighting are provided in accordance with the requirements of Bulletin No. 12, Division of Industrial Safety, Department of Public Safety, Commonwealth of Massachusetts.

ARTICLE 26 - TEMPORARY WATER

- a. Contractor shall be responsible for securing and coordination of all water needs and temporary connections.

ARTICLE 27 - UTILITIES

- a. The Contractor shall obtain and pay for all licenses and/or permits, which are required by the City or any other agencies that may be involved; he/she shall comply with all codes, regulations and standards of the City.
- b. Contractor shall be responsible for all on-site coordination with utility companies and public agencies and for obtaining all required permits and paying all required fees. In accordance with M.G.L., Chapter 82, Section 40, including amendments; Contractor shall notify all utility companies and government agencies in writing prior to such excavation, Contractor shall also call "Dig Safe" at 1-(888) 344-7233 no less than 72 hours (exclusive of Saturdays, Sundays and Holidays.) prior to such excavation. Documentation of requests and numbers provided to Contractor shall be provided to Owner prior to excavation work.

ARTICLE 28 – PHOTOGRAPHS and TIME-LAPSE CAMERA(S)

- a. The Contractor shall be required to furnish one (1) view of before, during and after photographs of each site conditions. The Contractor is encouraged to submit "during" photographs along with each pay requisition to facilitate approvals. Photographs in electronic format via compact disc (jpeg or tiff) are acceptable.
- b. The Contractor shall be required to furnish, install and continuously maintain two (2) industrial-grade, wire-free, battery operated, weather-proof, construction time-lapse cameras. Cameras shall be securely mounted up to 25'-0" above sidewalk grade on existing light poles adjacent to the Project, location and field of view to be reviewed and approved by Owner. Minimum specification for the performance of the cameras shall be Brinno Model BCC200 or approved equal. The cameras' AVI file (1 frame per 15 minutes and 30-day maximum duration) shall be submitted with monthly Payment Applications. Cameras shall be operational within 10 calendar days of notice to proceed (NTP) and maintained until substantial completion of the Project. Cameras and appurtenances shall become property of the Owner at the conclusion of the Project.



ARTICLE 29 - CONTRACTOR'S SHOP AND WORKING DRAWINGS

- a. Contractor to coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- b. All Contractors are directed to the timeliness and critical importance of expediting the submittal process. Any lead times that may impact sequencing should be prioritized to meet the project schedule. The Owner must be notified if any delays arise that impact lead times.
- c. The Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that requires sequential activity.
- d. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- e. To avoid the need to delay installation as a result of the time required to process submittals and to allow sufficient time for submittal review, all initial product submittals, shop drawings shall be submitted for processing and within **forty-two calendar days** (42) days from the date of Notice to Proceed.
- f. The Contractor must allow the Owner **10 calendar days** (10) for initial review to achieve efficient construction sequencing. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals. If an intermediate submittal is necessary, process the same as the initial submittal. Allow ample time for reprocessing each submittal to achieve efficient construction sequencing.
- g. No extension of Contract Time will be authorized because of the Contractor's failure to transmit submittals to the Owner for processing sufficiently in advance of the scheduled Work.
- h. Shop drawings, product data and samples submitted for each item will be reviewed no more than two (2) times at the Owner's expense. Submittals failing to comply with the Contract requirements will be reviewed at times convenient to the Owner and the Owner's consultants and at the Contractor's expense, based upon a flat rate of \$75.00 per hour not to exceed \$600.00 for each subsequent re-submittal. The Owner reserves the right to deduct said reimbursement from the Contractor's periodic application for payment and the Contract Sum.
- i. The Owner's review and approval of submittals shall be held to limitations stated in the conditions of the Contract. In no case shall approval or acceptance by the Owner be interpreted as release of Contractor of responsibility to fulfill requirements of Contract Documents. No acceptance or approval of submittals, nor any indication or note marked by the Owner on submittals, shall constitute authorization for increase in Contract Sum. The Owner will stamp each submittal with an action stamp.
- j. As the timely submittal of samples, shop drawings, catalogue cuts and other related submittals is of paramount importance to the completion of the project within the stipulated time period, a contract value of 1% will be assigned to this effort. Upon receipt of the complete submittal package the General Contractor will be permitted to submit payment of this item with a value equal to 1% of the base bid contract amount.
- k. Show in large-scale any unique fabrication and setting requirements or any other specified areas seen as necessary or as directed by the Owner's Representative.



- l. Shop drawings shall indicate specification section and paragraph requiring items submitted.
- m. Contractor shall submit to the Owner's Representative a notarized certificate of compliance from the galvanizer with all galvanizing requirements including ASTM number and weight of coatings in ounces per square foot. Certificate of compliance shall also contain the following:
 1. Sole Source Responsibility: include statement that galvanizer accepts sole responsibility for coatings under this Article. Galvanizer who does not accept this responsibility is not acceptable and will be rejected.
 2. Quality Assurance: include evidence that Galvanizer meets requirements of ANSI Q90.
 3. Certificate of Compliance with Current Environmental Regulations: Galvanizer shall certify that coatings proposed for use comply with applicable environmental regulations. Contractor and Galvanizer shall be responsible for penalties assessed by governmental or environmental authorities for coatings that do not comply with current environmental regulations. All coatings shall be
 4. Lead-free.

ARTICLE 30 - HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS

- a. The Contractor during his excavation, site clearance and other operations may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately stop operations at the particular site of the discovery and notify the Owner so that a proper evaluation may be made of its importance. The Owner shall arrange for the evaluation in a manner that shall not unduly interfere with the Contractor's operation.
- c. All such items, if designated by competent authority to be of historical, archaeological or antique nature shall not become the property of the Contractor but shall be placed in the custody of the Owner for disposition.
- c. The Contractor shall be required to remove with care or to assist in the removal of any such item or items and to transport the same to a place of safe keeping within the City. The costs for so assisting shall be reimbursed to the Contractor if approved by the Owner.

ARTICLE 31 - PROVISIONS FOR PUBLIC SAFETY AND CONVENIENCE

- a. Particular care shall be taken to establish and maintain such methods and procedures as will not create hazards. Access to all park facilities and shall be maintained in a reasonable and safe manner for the duration of the construction period.
- b. Every reasonable effort shall be made to reduce to a minimum any interference with or inconveniences to park operations and park patrons due to the construction work. Excavated material shall be trucked away and returned if the Owner deems it necessary and practical as a means for avoiding serious interference with and inconvenience to business concerns and abutters.
- c. The Contractor's attention is directed to the fact that the work on this project is to be performed within a recreation area and adjacent to park drives and walkways which are utilized by pedestrians, bikers, joggers and vehicles. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Owner in order to protect all park users.



- d. Any automotive equipment not protected by traffic cones that is operating on a public way under this project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery. This light shall be in operation while the equipment is so working.
- e. Trenches shall not be opened in park areas until all material and equipment required for the work are on the site and available for immediate use. The work at each trench shall be practically continuous, with the placing of utilities, backfill and patching (where applicable) of the surface closely following each preceding operation. When work is not in progress, trenches in areas subject to use by park patrons shall be covered with steel plates capable of safely sustaining all anticipated loads.
- f. The Contractor shall provide traffic signs, warning markers and other construction safety measures as necessary to maintain public safety and optimum traffic flow. Parking of personal vehicles will be prohibited in construction areas as directed.
- g. With suspension of construction activities during holidays, weekends and nights, the Contractor shall remove temporary traffic and/or safety control devices, as requested, and return them to their positions when work begins again. Payment for the installation and maintenance of appropriate safety provisions shall be included under the base bid price and no separate payment shall be considered.
- h. The Contractor shall without additional compensation be required to maintain access to the project area for fire apparatus and other emergency vehicles at all times.

ARTICLE 32 - PROTECTION OF EXISTING FACILITIES

- a. All existing walks, pipes, conduits, poles, fences, stairways, curbing, walls, buildings, trees and other structures which are to remain in place shall be carefully supported and protected from injury by the Contractor without additional compensation and in case of injury they shall be restored by him without compensation therefore to as good condition as that in which they were found. The value of any trees damaged shall be determined in accordance with established practices of the American Association of Nurserymen or a Registered or Certified Arborist selected by the Project Manager. Limits of liability shall not be limited to the replacement with new and immature trees.
- b. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings, where required, for accommodation of travel and to provide access to private property during construction, and shall remove said structures thereafter.
- c. The location of prior existing utility systems is not known and therefore may not be shown on the drawings prepared for this project. The existence of utilities shall not be considered as an unusual obstacle, and the Contractor shall not be entitled to extra compensation for maintaining, protecting, or repairing these utilities. The Contractor shall use the exploratory excavation included in his contract price, whenever he/she or the Owner's representatives deem it necessary to verify, or prevent interruption of, existing services.

ARTICLE 33 - RECORD DRAWINGS - AS-BUILT

- a. **CONTRACTOR SHALL INCLUDE IN BASED BID THE VALUE OF \$7,000 U.S. DOLLARS TO EMPLOY THE SURVEY SERVICES OF BEALS AND THOMAS (ENGINEER OF RECORD) TO PERFORM RECORD AS BUILTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ORDER OF CONDITIONS.**



- b. The Contractor shall cooperate with the Project Manager and shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of all his work, indicating thereon all variations from the Contract Drawings. This record of "as built" conditions shall include the work of all subcontractors and shall be submitted, upon final acceptance of all work, to the Project Manager and shall be reviewed and updated at weekly meetings.
- c. Prior to final acceptance of the work, all "as built" data shall be transferred into digital Auto CAD 2005 format files provided to the Owner by the Contractor. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Owner the record drawings will be completed and delivered to the Owner.

- 1. All geographic data must be submitted in a standard real-world coordinate system. The following coordinate system is required:

Projection: Massachusetts State-plane Mainland
Datum: NAD83
Fipszone: 2001
Units: Feet
Spheroid: GRS1980

- 2. All digital data must be delivered in the following format:

Autodesk AutoCAD dwg. format, and one of the following file formats:

ESRI Geodatabase
ESRI Shapefile format
ESRI Arc/Info Interchange File format (e00)
Autodesk AutoCAD dxf format

- 3. All data must be clean of undershooting and overshooting arcs (dangles). Polygons must be snapped closed at nodes and lines must snap to one another at nodes.
- 4. All data must be thematically organized. There must be separate layers for road edges, road centerlines, buildings, streams, water and sewer mains, hydrants, easements, parcels, water bodies, etc. For example, if a stream is coincident with a parcel boundary that coincident line must appear in both the parcel layer and the stream layer. All data shown on the plan shall be submitted digitally.
- 5. Features, which contain a third, dimension or elevation data (z value) must have the elevation value within the attribute data. If elevation data is submitted in a CAD format then the value must be part of the feature (polyline).
- 6. Documentation:
 - A. A list of all files being submitted is required.
 - B. CAD data shall include metadata for each layer included within the file. This documentation will provide information on the source of the data, feature type (point, line, polygon, etc), source date, and a general description of what is shown on the layer(s).
 - C. GIS data submissions (e.g., mdb, shp file, e00 export) must include all items from B above as well as metadata for each of the feature's geographic data attributes. This will include a complete description of each attribute's definition as well as a description of what each of the attribute values mean for each field.



7. Documentation on the method/s used for data collection shall be submitted for all data deliverables.
8. Documentation on the horizontal and vertical accuracy shall be submitted for all data deliverables.
9. Text & Annotation:
 - A. For CAD submissions, text must be placed in separate layers. Features must not be erased in order to accommodate the placement of text. Text layers must be thematically separate, meaning that text associated with hydrography should be placed on a single layer, while text pertaining to a parcel's ID number should be placed on yet another separate layer. For example, should there be text on a map defining a parcel's ID number and another piece of text defining a stream name, the deliverable to the town must include two (2) separate text layers, one for the parcel ID numbers and one for the stream names.
 - B. Text associated with a GIS formatted data deliverable must be in one of four forms.
 1. A label attribute. This would be related to the feature's attribute fields as previously described above in Section 6.
 2. Annotation subclass. This would be separate annotation included within a feature data set as a series of text attribute tables (TAT).
 3. Annotation coverage (e00 export). This would be an entirely separate feature class containing text or annotation only.
 4. Feature linked annotation as prescribed in ArcGIS.
10. Pertaining to CAD formatted deliverables, features, which cross map sheets, must precisely match each other at the join line between the sheets; edge matching must be seamless.
11. All deliverables, data, text and/or documentation, must be submitted on either CD-ROM or DVD.
12. The Owner shall supply the Contractor with electronic files (AutoCAD) for the sole purpose of creating As- Built Drawings.
13. **Contractor shall submit the final approved as-built within 30 day of notice of substantial completion or approval of final payment application.**

ARTICLE 34 - RUBBISH REMOVAL

- a. The Contractor and each Subcontractor shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the site clean and free of debris, leaving all work in a clean condition. The Contractor shall keep the site free of rubbish and construction debris at all times.
- b. The Contractor shall provide sufficient metal barrels or dumpsters into which all refuse and garbage shall be deposited. All containers shall have tight fitting covers. These shall be secured overnight or removed daily.
- c. At the end of each workweek, the Contractor shall thoroughly clean premises of rubbish and debris of any nature, and remove such from the premises.



ARTICLE 35 - PROJECT CONSTRUCTION SIGN

- a. Contractor will provide and temporarily install one monolithic 48” high X 96” wide X 3/4” thick project sign and 2- 4”x 4” posts to identify the Project at a location to be determined in the field by the Owner.
- b. The Project sign shall conform exactly to the City of Worcester’s DPW and Parks, Parks, Recreation and Cemetery Division’s prototype projects sign including but not limited to: size, backer material, font style, size and relief, capitalization, color, weather proofing, fasteners and fastener locations.
- c. **Final Graphic and language will be provided by the Owner** (Background color is forest green, text is white). **Sample below is for reference only.**
- d. The Contractor shall include the cost of furnishing, post installation and removal of sign and posts in the total project costs.



SPECIAL SPECIFICATIONS

General

1. The following special standard specifications are to be used on contract work awarded by the City of Worcester DPW and Parks; Parks Recreation and Cemetery Division. They are intended to supplement, support and suit this specific contract.

ARTICLE 36 – DEMOLITION, SITE EXCAVATION AND PREPARATION

- a. The work shall consist of excavating, removing and legal disposal of surplus if any, earth, boulders, masonry, existing pavements, building materials, footings, appurtenances and other materials encountered of whatever nature that is unsuitable for the construction and improvements of finished conditions. Excavated to the depth necessary to install according to the specifications, plans and details plans provided in the construction bidding documents.



- b. Location of existing utilities shall be verified before excavation commences. The Drawings are based on available utility record drawings and site observation.
- c. The excavation shall be carried out to such depths that sufficient materials will be left above the designated grade to allow for compaction to this grade. Should the Contractor, through negligence or other fault, excavate below the designated lines, he shall replace such excavation at his own expense. The Owner shall have complete control over excavation, moving, placing, and disposition of all material. All material determine to be unsuitable shall be disposed offsite at no additional cost to the Owner.
- d. The Contractor shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment shall be made for any excavated material, which is used for purposes other than those designated or implied.
- e. If it is necessary in the process of the work to interrupt existing surface drainage, sewers, or to pass under drainage, conduits, utilities, or similar underground structures, or parts thereof, the Contractor shall protect it or provide temporary services. The Contractor shall, at his own expense, satisfactorily repair all damage to such facilities or structures that may result from any of his operations or from negligence during the period of the Contract..
- f. No excavation shall be started until the Owner has approved the proposed area of construction.
- g. Excavation shall be performed at such places as are indicated on the Drawings, to the lines, grades and elevations shown or as directed by the Project Manager, and shall be made in such manner that requirements for the formation of the sub-grade can be followed. Unless directed otherwise any disturbed existing rimmed structures shall be adjusted flush to final adjacent grade.
- h. Existing pavements and base courses shall be carefully saw cut or core drilled and removed to the lines indicated and in a manner to obtain sound, vertical edges, and so as not to disturb or damage existing buildings, utilities, pavements, and base coats which are to remain.
- i. Unit pavers, such as granite brick and concrete, shall be carefully removed and stockpiled for reuse, if required.
- j. All excavations shall be opened using minimum, straight, parallel cuts through pavement and base materials, and other excavations opened using square or rectangular cuts or as directed to minimize removal while permitting regular, straight-line repair and patching.
- k. No excavation shall commence in any until the pavement covering the proposed excavation has been marked for cutting.
- l. Excavated areas shall be made safe for the residents at the end of each workday.
- m. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off city property.
- n. Prevent, minimize and control groundwater and/or surface water to accumulate in excavations. Remove water to prevent the undercutting of footings and soil changes detrimental to the stability of sub-grades, foundations and granite, brick or concrete paving.
- o. Payment for site excavation and preparation work shall be considered incidental to the individual items installed. No separate payment shall be made for site excavation and preparation work. No separate payment shall be made for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the city, including transportation and disposal of excavated materials.
- p. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.



- q. Soil testing, if required, for all materials to be reused on-site or removed and disposed of offsite, shall be the responsibility of the contractor. The city reserves the right to obtain its own test results from the same sample as the contractor without penalties to the owner. The contractor is required to obtain a large enough sample to divide with the owner for this proposes.
- r. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off city property.
- s. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- t. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.
- u. If required: In response to the State/ Federal imposed quarantine regarding the Asian longhorned beetle infestation, the protocol for handling and disposal of wood based materials within the project area by the contractor shall be to:
 - i. at a minimum, process all onsite vegetative, wood and cellulose based materials (trees, shrubs, root, stumps, branches, leaves, etc. **twelve inches and under in diameter** and designated for disposal) to a size of less than one inch as measured in two directions by approved mechanical means (wood chipper) prior to disposal/removal offsite. All other existing vegetative, wood and cellulose based products; tree trunks, stumps, branches etc., **greater than twelve inches, in diameter** and designated for removal/disposal shall be delivered to the current transfer station located within the City property limits.
 - ii. Contractor shall be responsible to comply with changes to the current quarantine protocols at the time the work is performed.

ARTICLE 37 –NOT USED

ARTICLE 38 - CAST IN PLACE CEMENT CONCRETE – FOR REFENCE ONLY

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipments, transportation, reinforcing, forming, finishing and curing of cast in place concrete for the construction of concrete pads, footings and walls for the structures and site improvements as specified herein and according to the plans and details shown in the construction drawings and the balance of any concrete construction necessary to completion of the project.
- b. Unless otherwise specified, all materials shall conform to the relevant provisions of Section 901, **Cement Concrete Masonry**, and Section M4, **Cement And Concrete Materials** of latest edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.
- c. At a minimum, concrete to be used shall be Class 4,000 PSI - minimum 28 day compressive strength, and cement content of 610 lbs per cubic yard for ¾” course aggregate. Concrete shall be discharged at site within 90-minutes after batching.
- d. All horizontal (pad) concrete construction shall be air entrained which shall be 4.5% to 7%, as determined by ASTM C231.



- e. Formwork shall be sufficient enough to resist pressure of the concrete without springing and tight enough to prevent leakage of mortar. Forms shall be staked, braced, or tied together to maintain their position and shape when concrete is compacted in place. Forms shall be clean and shall produce an even finish for exposed surfaces. Forms shall not be removed for at least twenty-four (24) hours after concrete has been placed, or longer if directed by Owner.
- f. Preformed expansion joint filler shall be non-extruding and resilient non-bituminous type conforming to AASHTO-M135.
- g. Reinforcing as required or pads shall be welded wire fabric, 6" X 6", W1.4 X W1.4 gauge cold-drawn steel wires formed into a mesh and welded together at points of intersection in conformance with ASTM A-185-70. Welded wire fabric shall be furnished in mats and not in rolls.
- h. All references to 'processed gravel', 'gravel borrow', or 'gravel' shall conform to Article 38 Gravel Borrow.
- i. Curing and protection shall be accomplished by applicable optimum method specified in Section 901, **Cement Concrete Masonry**, and Section M4, **Cement And Concrete Materials** of latest edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.
- j. The Contractor is responsible for the quality and strength of the concrete. Inferior concrete, including that damaged by frost action shall be removed and replaced at no additional cost to the Owner.
- k. The Contractor shall be responsible to repair or replace any concrete exhibiting deficient materials or workmanship within one (1) year of final acceptance.
- l. Payment for concrete and concrete work shall be considered incidental to the individual item in which the concrete is used. No separate payment shall be made for concrete work.

ARTICLE 39 - GRAVEL BORROW – FOR REFERENCE ONLY

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipment and transportation required for placement and compaction of approved processed gravel according to the plans and details plans and details shown in the construction drawings and the balance of any sub base construction necessary to the completion of the project.
- b. All references to 'processed gravel', 'gravel borrow', or 'gravel base' shall conform to Article 39 Gravel Borrow.
- c. Gravel borrow shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious material. Gravel borrow containing recycled concrete material shall not be used in areas of pervious finish grade (i.e. ball fields, skinned, and lawns areas).
- d. Gradation requirements for gravel borrow shall be determined by AASHTO-T11 and T27 and shall conform to the following:

<u>Sieve</u>	<u>Percent Passing</u>
2"	100
½"	50-85
No. 4	40-75
No. 50	8-28
No. 200	0-10

- e. Maximum size of stone in gravel shall be two (2) inches, largest dimension.
- f. Gravel shall be spread and compacted in layers not exceeding six (6) inches in depth compacted measurement and all layers shall be compacted to not less than ninety-five percent (95%) of the



maximum dry density of the material as determined by the Standard AASHTO Test Designation T99 compaction test Method C at optimum moisture content.

ARTICLE 40 – NOT USED

ARTICLE 41 - WPRC DIVISION CHAIN LINK FENCE FRAMEWORK AND FABRIC – FOR REFERENCE ONLY

General

1. This work includes the installation of galvanized, aluminized and polymer coated fence framework and fabric of various heights in accordance with these specifications and in conformity with the details, lines and grades shown on the plans or established.

Construction Requirements

1. Locate and install all posts in concrete (4000 psi at 28 days), with minimum depth of 48 inches below finish grade and minimum diameter of twelve inches or four times the diameter of post, whichever is greater. Typical spacing of post shall be 120 inches max on center. Typical spacing of post on the precast concrete wall shall be the middle of top “anchor” block (Designed spacing of 92 inches O.C.). Refer to plans for post concrete footing depth and size for batting cage, bullpen, backstop and netting framework. Install plumb and true to line and grade and to the height as indicated within the drawings. All posts shall have continuous horizontal rails at the top, middle (for fence height greater than 72 inches), and bottom. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail couplings shall be placed a maximum of twelve (12) inches from posts.
2. Chain link fence shall have continuous top and bottom rails. Refer to plans for rail layout for batting cage, bullpen and backstop and netting framework. Top and bottom edge of fence fabric shall have knuckled edges. Fabric shall be stretched uniformly taut and as tight as possible, true to line and grade and complete in all details. Install tension bars at corners.
3. All chain link fence fabric shall be fastened on the outside of the posts unless directed otherwise by the Owner. The fabric shall be properly stretched and securely fastened to the posts and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as specified, herein. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one (1) foot intervals.
4. Fabric shall be aligned so that top and bottom shall extend one half the height of the “diamond” beyond outer edge of top and bottom of the horizontal rail. The fabric shall also be one (1) inch maximum above finish grade. The fabric shall be tied (as per item 5 below) to all line posts, top, middle and bottom rails every six (6) “diamonds” as measured horizontally or vertically. Overlapping fence fabric sections shall overlap one full height of the “diamond” and be centered on the horizontal rail.
5. All fabric, shall be fastened to all line posts and horizontal rails with 0.020" thickness, 200/300 series stainless steel ½" wide bands, with a minimum breaking strength of 850 lbs., 1/2" band capacity ear-lokt design buckles to be manufactured with 0.050" thick material, 201/301 series stainless steel. Fabric for bleachers shall be attached at each vertical post only, three bands per post. All bands shall be pulled tight and raw ends of steel bands shall be secured in buckle by folding ear tabs around steel bands as per manufacturer's recommended installation procedure. No sharp edges shall protrude from band-it buckles.

Materials

Fabric, posts, gate frames, gate hinges, gate stops, braces, rails, stretcher bars, truss rods, post caps, stretcher bar bands, tension wire shall and other parts shall be of steel, pressed steel or approved equal except that post tops and rail ends may be of aluminum. **No malleable iron, ductile iron materials will be**



accepted. The Contractor shall supply a notarized mill certification from manufacturer that all materials used have been tested and fully comply with the specifications specified herein.

1. Fabric: The fabric shall consist of No. 9 gauge (0.148 inch core) wire, 2-inch diamond mesh typical and 1.75-inch diamond mesh for fabric adjacent to tennis courts. All fabric shall be knuckled at both selvages. Public side of fabric shall be installed in accordance with the Owner's direction. The height of the fabric as shown on details shall be typically one piece unless directed otherwise by Owner. Fabric for bleachers will be as per manufacturer's standard.

(a) *Galvanized /Aluminized Coated Fabric:* All materials used shall conform to the requirements of ASTM A392 Class-2, or ASTM A491. Except aluminum alloy items, shall conform to ASTM-B211, B221 and B429.

(b) *Polyvinyl Chloride (PVC) Coated Fabric:* Fence fabric shall be zinc coated in accordance ASTM A392 Class-1 or aluminum-coated in accordance with ASTM A 491(TABLE 3). PVC coating shall be applied in accordance with ASTM F668 Class-2a. The color of the fabric shall be black and in accordance with ASTM F934.

2. Framework: Type II, Group IC round steel pipe (electric resistance welded), cold-formed as per ASTM F1043-00 Standard, with minimum yield strength of 50,000 psi. The external zinc coating shall be Type B, zinc with polymer film, 0.90 oz / sq. ft, minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz./sq.ft. Minimum or type D, zinc pigmented, 81% nominal coating with 0.30 mils minimum thickness. Gate framework joints shall be welded and coated in accordance with Practice A780, employing zinc-rich paint. Refer to plans for framework sizes for batting cage, bullpen, backstop and netting framework.

(a) End, Corner and Pull Post. Galvanized steel, physical pipe dimension and weights as follows:

- (1) Up to 12-foot fabric height: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.
- (2) For basketball and tennis courts: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
- (3) For combo batting cage/bullpen and backstop: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
- (4) Maximum Spacing between all posts is 10'- 0" On Center.

(b) Line Posts. Galvanized steel, physical pipe dimension and weights as follows:

- (1) Up to 12-foot fabric height: 2.375-inch OD steel pipe, 3.12-lbs. /lin. ft.
- (2) For basketball and tennis courts: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.
- (3) For combo batting cage/bullpen and backstop: 4.000-inch OD pipe, 6.56-lbs. /lin. ft.
- (4) Maximum Spacing between all posts is 10'- 0" On Center.

(c) Gate Posts. Galvanized steel, single gate widths, physical pipe dimension and weights as follows:

- (1) Up to 6-feet: 2.875-inch OD pipe, 4.64-lbs./linear ft.
- (2) Over 6-feet to 13 feet: 4.0 inch OD pipe, 6.56-lbs./ linear ft.
- (3) Gate frames as per ASTM F 900-94.

(d) Rails (Top, middle and bottom rails): Galvanized steel, manufacturer's longest lengths joined by six-inch (6") long sleeves, rail shall run continuously along top of fence. Bottom rail shall be joined at line posts with boulevard clamps. Minimum pipe sizes and weights as follows:

- (1) 1.660-inch OD pipe, 1.82-lbs. /lin. ft. minimum.
- (2) **Top, Bottom, Middle and Intermediate rails are required for fencing at basketball and tennis courts.**



(e) Couplings: Expansion types, approximately 6-inch long, install one sleeve for each 500 foot run.

Standard couplings are installed at each rail end to form one continuous top rail.

(f) Attaching Devices: Provide fittings for attaching top rail securely to each gate corner pull and end post.

(g) Sleeves: Galvanized steel pipe not less than 6 inches long and with inside diameter not less than 1/2-inch greater than outside diameter of the post pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1-inch greater than outside diameter of sleeve.

(h) Post Brace Assembly: Manufacturer's standard adjustable braces at end of gateposts and at both sides of corner and pull posts. Provide horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(i) Post Tops: Galvanized steel, weather-tight closure cap for each tubular post. Furnish caps with openings to permit passage of top rail.

(j) Tension Bars: Galvanized steel, one piece lengths equal to full height of fabric, with minimum cross-section of 3/16 inch x 3/4 inch. Provide tension bar for each gate and end post, and two for each corner and pull post. Stretcher Bar Bands will be manufacturer's standard.

(k) Gate Cross-Bracing: 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(l) Non-Shrink, Non-Metallic Grout: Premixed, factory-packaged, non-corrosive, non-staining, non-gaseous, exterior grout approved by the Engineer.

(m) Single and Double Swinging Gate and Hardware: Swing gates and hardware shall be manufactured to meet the requirements of ASTM F900. Unless indicate otherwise, and to meet ADA requirements, the minimum clear opening for all single gates (as measure with gate perpendicular to framework) shall be 36 inches.

(1) Hinges. Industrial butt hinges, size and material as required for the gate size. Non-lift-off type, offset to permit 180 degree gate opening. Provide one pair of hinges for each leaf, gates eight feet and taller in nominal height shall have three hinges per leaf. Spot-weld to post and paint (non polymer coated), to prevent rotational movement.

(2) Latch (for both single and double gates). Pressed steel, industrial series gate latch, straight fork type, provide latch catch for double gates, designed to permit operation from either side of gate, with padlock eye as integral part of latch catch. Provide two latch and catch for double gates. All gates shall be equipped with one gate stop.

(n) Sleeves if required for fence shall be galvanized steel pipe conforming to ASTM F1043 sizing as required to accommodate posts.

Polymer Coated Framework

Shall meet the above-mentioned specification for materials. The framework shall be subjected to a complete thermal stratification coating process (multi-stage, high-temperature, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The material used for the base coat shall be a zinc-rich (gray color) thermosetting epoxy; the minimum thickness of the base coat shall be two (2) mils. The material used for the finish coat shall be a thermosetting "no-mar" TGIC polyester powder; the minimum thickness of the finish coat shall be two (2) mils. The stratification-coated pipe shall demonstrate the ability to endure a salt-spray resistance test in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3,500 hours. Additionally, the coated pipe shall demonstrate the ability to withstand exposure in a weather-ometer apparatus for 1,000 hours



without failure in accordance with ASTM D1499 and to show satisfactory adhesion when subjected to the crosshatch test, Method B, in ASTM D3359. The polyester finish coat shall not crack, blister or split under normal use. Painted framework and accessories are not acceptable, welded joints shall be top-coated to match frame color. Color of the polymer coated framework and accessories shall be black and in accordance with ASTM F934.

ARTICLE 42 - ATTACHMENTS

NOI Narrative - Abridged (40 Pages)

Order of Condition (20 Pages)

End of Special Conditions and Specifications

NOTICE OF INTENT

149 West Boylston Drive

Worcester, Massachusetts

Prepared for:

**City of Worcester
Department of Public Works and Parks
50 Skyline Drive
Worcester, MA 01605**

Prepared by:



BEALS + THOMAS

BEALS AND THOMAS, INC.
Reservoir Corporate Center
144 Turnpike Road
Southborough, MA 01772-2104

*Submitted in Compliance with the Massachusetts
Wetlands Protection Act and the City of Worcester
Wetlands Protection Ordinance and Wetlands Protection
Regulations*

April 29, 2020



April 29, 2020

Worcester Conservation Commission
c/o Division of Planning & Regulatory Services
Worcester City Hall
455 Main Street, Room 404
Worcester, MA 01608

Via: email: planning@worcesterma.gov

Reference: Notice of Intent
149 West Boylston Drive
Worcester, Massachusetts
B+T Project No. 2407.05

Dear Commissioners:

On behalf of the City of Worcester Department of Public Works and Parks (WDPW&P or the Applicant), Beals and Thomas, Inc. (B+T) respectfully submits this Notice of Intent (NOI) for vegetative management within Bordering Land Subject to Flooding and the local and state 100-foot buffer zones to Bank and Bordering Vegetated Wetland (BVW) at the 149 West Boylston Drive property.

This filing is submitted in accordance with the Massachusetts Wetlands Protection Act, MGL, Chapter 131, Section 40 and associated Regulations at 310 CMR 10.00 (collectively referred to as the Act) and the City of Worcester Wetlands Protection Ordinance and Wetlands Protection Regulations (collectively referred to as the Ordinance).

As required, this NOI is being submitted electronically. The following information is included for your review:

- Section 1: Notice of Intent Forms
- Section 2: Project Narrative
- Section 3: Abutter Information
- Section 4: Wetland Boundary Documentation
- Section 5: Plans.

As required, a copy of this filing has been provided to the Central Regional Office of the Department of Environmental Protection (MassDEP). Pursuant to requirements of the Act and Ordinance, abutters within 100 feet of the subject property have been notified via certified mail concurrent with the date of this submission that this NOI has been filed with the Worcester Conservation Commission.

Worcester Conservation Commission
c/o Division of Planning & Regulatory Services
April 29, 2020
Page 2

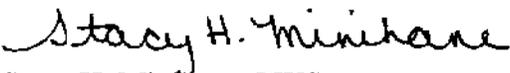
The Applicant requests that the Commission waive the requirements of Section 7.2 Fees of the Ordinance as the Applicant is the City of Worcester. We understand that the Commission will publish the notice of public hearing in the Worcester Telegram and Gazette.

Should you have any questions regarding this matter or require additional information, please contact us at (508) 366-0560. We thank you for your consideration of this NOI and look forward to meeting with the Commission at the next available public hearing.

Very truly yours,

BEALS AND THOMAS, INC.


David J. LaPointe, RLA
Principal


Stacy H. Minihane, PWS
Senior Associate

Enclosures

cc: Stefanie Covino, Conservation Planner (via email: CovinoS@worcesterma.gov)
Worcester City Clerk (via email: clerk@worcesterma.gov)
Commonwealth of Massachusetts Highway Department (1 copy via Certified Mail)
MassDEP Central Regional Office (1 copy via Certified Mail and email:
CERO_NOI@mass.gov)
Cesar Valiente, Worcester Department of Public Works and Parks (1 copy via email)

SHM/djl/aak//240705NI001

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Section 1.0

Notice of Intent Forms

Notice of Intent (WPA Form 3)

Wetland Fee Transmittal Form



WPA Form 3 – Notice of Intent

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

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Worcester

City/Town

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

A. General Information

1. Project Location (**Note:** electronic filers will click on button to locate project site):

149 West Boylston Drive

a. Street Address

Worcester

b. City/Town

01606

c. Zip Code

Latitude and Longitude:

42.298364°

d. Latitude

-71.799319°

e. Longitude

13-035-0001A

f. Assessors Map-Block-Lot

g. Parcel /Lot Number

2. Applicant:

Robert

a. First Name

Antonelli, Jr.

b. Last Name

City of Worcester Department of Public Works and Parks

c. Organization

50 Skyline Drive

d. Street Address

Worcester

e. City/Town

MA

f. State

01605

g. Zip Code

(508) 799-1190

h. Phone Number

i. Fax Number

antonellir@worcesterma.gov

j. Email Address

3. Property owner (required if different from applicant): Check if more than one owner

a. First Name

b. Last Name

Commonwealth of Massachusetts Highway Department

c. Organization

10 Park Plaza Room 6160

d. Street Address

Boston

e. City/Town

MA

f. State

02116

g. Zip Code

h. Phone Number

i. Fax Number

j. Email address

4. Representative (if any):

David

a. First Name

LaPointe

b. Last Name

Beals and Thomas, Inc.

c. Company

144 Turnpike Road

d. Street Address

Southborough

e. City/Town

MA

f. State

01772

g. Zip Code

(508) 366-0560

h. Phone Number

i. Fax Number

dlapointe@bealsandthomas.com

j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

NA- exempt as municipality

a. Total Fee Paid

b. State Fee Paid

c. City/Town Fee Paid



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MassDEP File Number

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Worcester

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A. General Information (continued)

6. General Project Description:

Removal of existing early successional and invasive trees and shrubs and replacement with meadow habitat

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- 1. Single Family Home
- 2. Residential Subdivision
- 3. Commercial/Industrial
- 4. Dock/Pier
- 5. Utilities
- 6. Coastal engineering Structure
- 7. Agriculture (e.g., cranberries, forestry)
- 8. Transportation
- 9. Other: Recreational

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. Yes No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

Worcester

a. County

5401

c. Book

b. Certificate # (if registered land)

436

d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

- 1. Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- 2. Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Table with 3 columns: Resource Area, Size of Proposed Alteration, Proposed Replacement (if any). Rows include Bank, Bordering Vegetated Wetland, and Land Under Waterbodies and Waterways.

Table with 3 columns: Resource Area, Size of Proposed Alteration, Proposed Replacement (if any). Row includes Bordering Land Subject to Flooding with 131,000 sf.

Table with 3 columns: Resource Area, Size of Proposed Alteration, Proposed Replacement (if any). Row includes Isolated Land Subject to Flooding.

- f. Riverfront Area
1. Name of Waterway (if available) - specify coastal or inland
2. Width of Riverfront Area (check one):
- 25 ft. - Designated Densely Developed Areas only
- 100 ft. - New agricultural projects only
- 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: square feet

4. Proposed alteration of the Riverfront Area:
a. total square feet b. square feet within 100 ft. c. square feet between 100 ft. and 200 ft.

5. Has an alternatives analysis been done and is it attached to this NOI? Yes No

6. Was the lot where the activity is proposed created prior to August 1, 1996? Yes No

3. Coastal Resource Areas: (See 310 CMR 10.25-10.35)

Note: for coastal riverfront areas, please complete Section B.2.f. above.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	1. square feet 2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	1. square feet	2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	1. square feet	2. cubic yards dune nourishment

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
f. <input type="checkbox"/> Coastal Banks	1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	1. square feet	
h. <input type="checkbox"/> Salt Marshes	1. square feet	2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	1. square feet 2. cubic yards dredged	
j. <input type="checkbox"/> Land Containing Shellfish	1. square feet	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above 1. cubic yards dredged	
l. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	1. square feet	

4. Restoration/Enhancement
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.2.b or B.3.h above, please enter the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

5. Project Involves Stream Crossings

a. number of new stream crossings

b. number of replacement stream crossings



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C. Other Applicable Standards and Requirements

- This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

- a. Yes No **If yes, include proof of mailing or hand delivery of NOI to:**

**Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581**

MassGIS viewed 4/24/20

b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

- c. Submit Supplemental Information for Endangered Species Review*

1. Percentage/acreage of property to be altered:

(a) within wetland Resource Area _____ percentage/acreage

(b) outside Resource Area _____ percentage/acreage

2. Assessor's Map or right-of-way plan of site

2. Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **

(a) Project description (including description of impacts outside of wetland resource area & buffer zone)

(b) Photographs representative of the site

* Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/regulatory-review/>). Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



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C. Other Applicable Standards and Requirements (cont'd)

- (c) MESA filing fee (fee information available at http://www.mass.gov/dfwele/dfw/nhosp/regulatory_review/mesa/mesa_fee_schedule.htm). Make check payable to “Commonwealth of Massachusetts - NHESP” and **mail to NHESP** at above address

Projects altering 10 or more acres of land, also submit:

- (d) Vegetation cover type map of site
- (e) Project plans showing Priority & Estimated Habitat boundaries
- (f) OR Check One of the Following

- 1. Project is exempt from MESA review. Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, http://www.mass.gov/dfwele/dfw/nhosp/regulatory_review/mesa/mesa_exemptions.htm; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)

- 2. Separate MESA review ongoing. a. NHESP Tracking # _____ b. Date submitted to NHESP _____

- 3. Separate MESA review completed. Include copy of NHESP “no Take” determination or valid Conservation & Management Permit with approved plan.

- 3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?
 - a. Not applicable – project is in inland resource area only
 - b. Yes No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -
 Southeast Marine Fisheries Station
 Attn: Environmental Reviewer
 836 South Rodney French Blvd.
 New Bedford, MA 02744
 Email: DMF.EnvReview-South@state.ma.us

Division of Marine Fisheries -
 North Shore Office
 Attn: Environmental Reviewer
 30 Emerson Avenue
 Gloucester, MA 01930
 Email: DMF.EnvReview-North@state.ma.us

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP’s Boston Office. For coastal towns in the Southeast Region, please contact MassDEP’s Southeast Regional Office.



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Provided by MassDEP:

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Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

C. Other Applicable Standards and Requirements (cont'd)

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
 a. Yes No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click
-
- b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
 a. Yes No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
 a. Yes No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
 a. Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
 1. Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
 2. A portion of the site constitutes redevelopment
 3. Proprietary BMPs are included in the Stormwater Management System.
 b. No. Check why the project is exempt:
 1. Single-family house
 2. Emergency road repair
 3. Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

D. Additional Information

- This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



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

Provided by MassDEP:

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D. Additional Information (cont'd)

3. Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. List the titles and dates for all plans and other materials submitted with this NOI.

149 West Boylston Drive

a. Plan Title

Beals and Thomas, Inc.

b. Prepared By

4/28/2020

d. Final Revision Date

Notice of Intent narrative and attachments

f. Additional Plan or Document Title

David J. LaPointe, RLA

c. Signed and Stamped by

1"=30'

e. Scale

4/29/20

g. Date

5. If there is more than one property owner, please attach a list of these property owners not listed on this form.

6. Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.

7. Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.

8. Attach NOI Wetland Fee Transmittal Form

9. Attach Stormwater Report, if needed.

E. Fees

1. Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

2. Municipal Check Number

3. Check date

4. State Check Number

5. Check date

6. Payor name on check: First Name

7. Payor name on check: Last Name



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F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

1. Signature of Applicant

2. Date

3. Signature of Property Owner (if different)

4. Date

5. Signature of Representative (if any)

4/28/20

6. Date

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
NOI Wetland Fee Transmittal Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

149 West Boylston Drive Worcester
 a. Street Address b. City/Town
NA- exempt as municipality
 c. Check number d. Fee amount

2. Applicant Mailing Address:

Robert Antonelli, Jr.
 a. First Name b. Last Name
City of Worcester Department of Public Works and Parks
 c. Organization
50 Skyline Drive
 d. Mailing Address
Worcester MA 01605
 e. City/Town f. State g. Zip Code
(508) 799-1190 antonellir@worchesterma.gov
 h. Phone Number i. Fax Number j. Email Address

3. Property Owner (if different):

a. First Name b. Last Name
Commonwealth of Massachusetts Highway Department
 c. Organization
10 Park Plaza Room 6160
 d. Mailing Address
Boston MA 02116
 e. City/Town f. State g. Zip Code

 h. Phone Number i. Fax Number j. Email Address

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).

B. Fees

Fee should be calculated using the following process & worksheet. **Please see Instructions before filling out worksheet.**

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

Step 2/Number of Activities: Identify the number of each type of activity.

Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.



Massachusetts Department of Environmental Protection
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B. Fees (continued)

Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
NA – exempt as municipality			

Step 5/Total Project Fee: _____

Step 6/Fee Payments:

Total Project Fee: NA - exempt
 a. Total Fee from Step 5

State share of filing Fee: _____
 b. 1/2 Total Fee **less** \$12.50

City/Town share of filing Fee: _____
 c. 1/2 Total Fee **plus** \$12.50

C. Submittal Requirements

- a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

- b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and the city/town fee payment.

To MassDEP Regional Office (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

Section 2.0
Project Narrative

2.0 PROJECT NARRATIVE

2.1 Introduction

The subject property is an approximately 4.2 acre undeveloped but historically disturbed site situated between the eastern shore of Indian Lake and Interstate 190, with Mattson Avenue and associated residences to the south. A manmade retaining wall extends along much of the property's boundary with Indian Lake.

The property is owned by the Commonwealth of Massachusetts Highway Department and is leased by the City of Worcester. WDPW&P intends to clear the existing thick brush from the property and replace it with a meadow habitat that can be mowed approximately one to two times per year.

2.2 Existing Conditions

An existing access path enters the property from the southeast, extends north for a short distance and then turns westerly to Indian Lake. Outside of this path, the property is comprised of multiple vegetative communities which vary in density and composition. Non-native, invasive species such as Japanese knotweed (*Fallopia japonica*), multiflora rose (*Rosa multiflora*), and Asiatic bittersweet (*Celastrus orbiculatus*), among others, are prevalent throughout the property. The areas to the north of the existing path are similar to that of the south with the exception that the understory of the wooded area to the north was more densely vegetated with shrub growth than the area near the adjacent residential development.

During the site visit, an evaluation was undertaken to identify potentially significant trees, with particular attention to the presence of any that were approximately twenty feet in height or greater. Generally, these larger trees include eastern red cedar (*Juniperus virginiana*), tree-of-heaven (*Ailanthus altissima*, invasive), pin cherry (*Prunus pensylvanica*), and cottonwood (*Populus deltoides*), among others. However, each tree was either an invasive species (i.e., large stands of tree-of-heaven) or were encapsulated by multiflora rose (*Rosa multiflora*) and bittersweet (*Celastrus orbiculatus*) growth.

The table on the following page provides an overview of the vegetation throughout the property.

Common Name	Botanical Name
Trees and Shrubs	
Quaking aspen	<i>Populus tremuloides</i>
Autumn olive*	<i>Elaeagnus umbellata</i>
Multiflora rose*	<i>Rosa multiflora</i>
Japanese barberry*	<i>Berberis thunbergii</i>
Black locust*	<i>Robinia pseudoacacia</i>
Staghorn sumac	<i>Rhus hirta</i>
Silky dogwood (isolated)	<i>Cornus amomum</i>
Catalpa*	<i>Catalpa speciosa</i>
Morrow's honeysuckle*	<i>Lonicera morrowii</i>
Eastern red cedar	<i>Juniperus virginiana</i>
Black cherry	<i>Prunus serotina</i>
Pin Cherry	<i>Prunus pensylvanica</i>
Hawthorn	<i>Crataegus spp.</i>
Cottonwood	<i>Populus deltoides</i>
Tree-of-heaven*	<i>Ailanthus altissima</i>
Sassafras	<i>Sassafras albidum</i>
Black birch	<i>Betula lenta</i>
Northern red oak	<i>Quercus rubrum</i>
Scarlet oak	<i>Quercus coccinea</i>
Red maple	<i>Acer rubrum</i>
Crab apple*	<i>Malus spp.</i>
Vines/Lianas	
Asiatic bittersweet*	<i>Celastrus orbiculatus</i>
Poison ivy	<i>Toxicodendron radicans</i>
Black raspberry	<i>Rubus occidentalis</i>
Common strawberry	<i>Fragaria virginiana</i>
Herbaceous	
Japanese knotweed*	<i>Fallopia japonica</i>
Garlic mustard*	<i>Alliaria petiolate</i>
Goldenrods (indiscernible)	<i>Solidago spp.</i>
Tall goldenrod	<i>Solidago altissima</i>
English plantain*	<i>Plantago lanceolata</i>
Mullein*	<i>Verbascum thapsus</i>
Pasture thistle	<i>Cirsium pumilum</i>
Common yarrow	<i>Achillea millefolium</i>
Common selfheal	<i>Prunella vulgaris</i>

*Denotes non-native and/or invasive species.

2.2.1 Wetland Resource Areas

A B+T Environmental Specialist conducted a site visit on April 7, 2020 to review the site and delineate wetland resource areas. Where wetland resource areas were identified, they were delineated in accordance with the Act, as well as the handbook entitled ‘Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act’ issued by the Massachusetts Department of Environmental Protection (MassDEP; 1995).

The City of Worcester’s Ordinance regulates all wetland resource areas, including the Bank and BVW described below. As no standalone delineation criteria is established in the definition of Bank or BVW in the Ordinance (other than situations where resource areas have been altered), the state and locally jurisdictional Bank and BVW boundaries are considered coincident.

Bank

Bank associated with Indian Lake bounds the property to the north and west. Solid blue flagging labeled BF-1 through BF-15 demarcates the boundary of this Bank, which largely consisted of the first observable break in slope, but did include areas based upon mean annual flood level in the approximate middle of the series. Where the flagging ends at BF-15, the flagged portion of the Bank transitions into a manmade retaining wall which extends to the southwest corner of the property. This retaining wall is also regulated as Bank.

Bordering Vegetated Wetland

Pink and black-striped flagging labeled WF-A1 through WF-A6 delineates the boundary of a BVW associated with Indian Lake. In all but one area, these wetland flags are coincident with Bank flagging as indicated in the table below. This BVW is dominated by common reed (*Phragmites australis*) closest to the water and by red maple (*Acer rubrum*), silver maple (*Acer saccharinum*), and silky dogwood (*Cornus amomum*) along the BVW boundary. Soils within the BVW were generally Oi root with thick root mass into organics.

Bordering Land Subject to Flooding

The 100-year base flood elevation for Indian Lake has been determined to be 541.85 feet based upon the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Worcester County, Massachusetts, Panel 616 of 1075, Map Number 25027C0616E, effective date July 4, 2011. This flood zone is regulated by the Act and Ordinance as Bordering Land Subject to Flooding (BLSF).

Buffer Zone

A 100-foot state-regulated buffer zone extends from the above-described Bank and BVW. The additional local 15-, 30-, and 50-foot setbacks from Bank and BVW are depicted on the enclosed plans.

2.2.2 Site Photographs

Typical views of site conditions. April 7, 2020.



Typical views of site conditions. April 7, 2020. (cont.)



*Staghorn sumac (*Rhus hirta*) and sparse silky dogwood (*Cornus amomum*) facing south towards residential development from access path. April 7, 2020.*

*Japanese knotweed (*Fallopia japonica*) cover at point where access path turns west. View facing northwest. April 7, 2020.*



Existing path. April 7, 2020. View facing west and east, respectively.



View of site looking north toward Indian Lake with highway retaining wall present in right of photograph. April 7, 2020.

View facing north of Indian Lake from site. April 7, 2020.



*General view of site proximate to Indian Lake. Japanese knotweed (*Fallopia japonica*) growing in close proximity to east portion of Bank. View facing northwest. April 7, 2020.*



View facing northeast of BVW adjacent to Indian Lake. April 7, 2020.



View facing north of retaining wall along Indian Lake. April 7, 2020.



2.3 Proposed Conditions

Existing vegetation within the site will be cleared and grubbed as depicted on the project plans. Based upon the site evaluation described in Section 2.2 herein, existing trees are generally impaired by invasive species, or are invasive species themselves.

The vegetative clearing will be undertaken during non-rain conditions. Trees and brush will be cut with stumps pulled.

The surface will be scarified as necessary to ensure good seed to soil contact, and the disturbed area will be seeded with a meadow mix as indicated on the project plans to promote pollinator and wildlife habitat as well as passive public recreation. Specifically, New England Conservation/Wildlife Mix from New England Wetland Plants, Inc. or equivalent will be used. New paths are not proposed, but the existing path to the water will remain. A minimum 15-foot buffer to the southerly residential lots will be maintained.

2.3.1 Work within Wetland Resource Areas

No work will occur within BVW or Bank. Although work will occur within BLSF, there will be no impact to the flood storage capacity of the property as existing grades will be maintained, and flood flows will not be restricted. Furthermore, the project will maintain and likely improve habitat conditions on-site by removing invasive species and creating a pollinator friendly meadow habitat.

Additionally, the project complies with the performance standards for work in the buffer zone. Specifically:

- No structures are proposed within 30 feet of Bank or BVW
- No work is proposed within 15 feet of Bank or BVW

2.4 Interests of the Massachusetts Wetlands Protection Act and the Ordinance

The following is a discussion of the relationship of the project site to the interests of the Act as defined by 310 CMR 10.01(2) and the values of the Ordinance as defined in Section 1.

2.4.1 Protection of Public and Private Water Supply and Ground Water Supply

The property does not lie within a Zone II or a Zone III. Although the property is located within a medium yield aquifer, the tree and shrub clearing and replacement with a meadow habitat will not negatively impact ground water supply.

Therefore, the public and private water supply and groundwater supply protection interests of the Act and values of the Ordinance will be upheld.

2.4.2 Flood Control, Storm Damage Prevention, and Erosion and Sedimentation Control

As detailed herein, the proposed work to create a meadow habitat within BLSF will not impact this resource area's ability to provide flood control and storm damage prevention, and the applicable performance standards are met.

Erosion and sedimentation control will be established in accordance with Section 3.2.3 of the Wetlands Protection Regulations. Specifically, sedimentation barriers consisting of straw wattles will be installed and maintained around the limit of clearing as depicted on the project plans to protect the resource areas associated with Indian Lake. The site will be stabilized by meadow vegetation upon completion of the project.

Therefore, the flood control, storm damage prevention, and erosion and sedimentation control interests of the Act and values of the Ordinance will be maintained.

2.4.3 Prevention of Pollution, including Water Pollution

Due to the nature of the project, potential pollution is limited to potential construction period impacts. Erosion and sedimentation control measures will be implemented as described in Section 2.4.2. Additionally, the work will be subject to the United States Environmental Protection Agency's Construction General Permit as land disturbance greater than one acre will occur, and an associated Stormwater Pollution Prevention Plan will be prepared.

Therefore, the pollution interests of the Act and values of the Ordinance will be upheld.

2.4.4 Protection of Fisheries, Shellfisheries and Wildlife Habitat

The property does not contain Natural Heritage & Endangered Species Program (NHESP) mapped priority or estimated habitats or certified or potential vernal pools, nor is it mapped as BioMap Core Habitat. The removal of the existing early successional and in many cases invasive trees and shrubs on-site and replacement with a meadow habitat will provide open habitat to support a variety of pollinator species. Furthermore, the state performance standards for work in BLSF and the local performance standards for work in the buffer zone have been met.

Therefore, the fisheries, shellfisheries, and wildlife habitat interests of the Act and values of the Ordinance will be protected.

Section 3.0
Abutter Information

Certified List of Abutters
Affidavit of Service
Notification to Abutters

CITY OF WORCESTER, MASSACHUSETTS

Edward M. Augustus, Jr.
City Manager



John H. Valade, MAA
Acting City Assessor

Administration and Finance
Division of Assessing

Certified Abutters List

A list of 'parties in interest' shall be attached to the application form and shall include the names and addresses. All such names and addresses shall be obtained from the most recent applicable tax list maintained by the City's Assessing Department. The Assessing Department certifies the list of names and addresses.

Total Count: 14 X Abutters
Owner: Comm of Mass Highway Dept.
Owner Mailing: 10 Park Plaza Room 6160
Boston, MA 02116
Petitioner (if other than owner): Cesar Valiente
Petitioner Mailing Address:
Petitioner Phone: 508-799-297
Parcel Address: 149 West Boylston Drive
Assessor's Map-Block-Lot(s): 13-035-0001A

Variance: ConComm: X Planning:
Liquor: Special Permit: Historical: Cannabis:

Table with 4 columns: Parcel ID, Name, Address, and City/Zip. Rows include 13-005-002-A (RIVERA ISABEL), 13-005-002-B (DONKOR VICTORIA), 13-005-00040 (WILLIAMS RICHARD L JR + KIMBERLY J), etc.

This is to certify that the above is a list of abutters to Assessor's Map-Block-Lot(s) 13-035-0001A as cited above.

Certified by: John H. Valade
Signature

4/22/2020
Date

CITY OF WORCESTER, MASSACHUSETTS

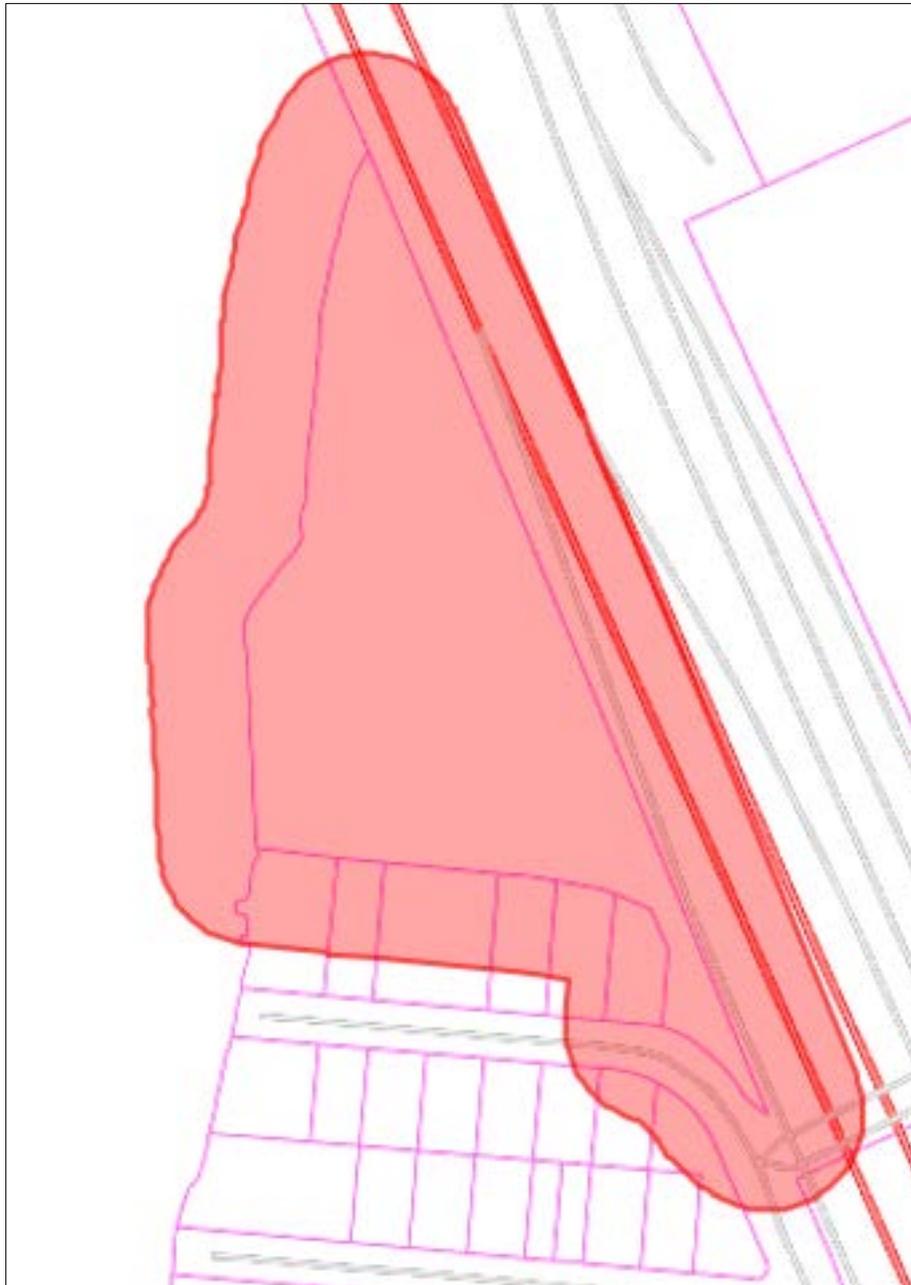
Edward M. Augustus, Jr.
City Manager



John H. Valade, MAA
Acting City Assessor

Administration and Finance
Division of Assessing

149 West Boylston Drive Abutters Map



RIVERA ISABEL
0002 STOWELL AVE
UNIT 2A
WORCESTER MA 01606

ZAROZNY WAYNE H
14 JASPER ST
WESTBORO MA 01581

DONKOR VICTORIA
002B STOWELL AVE
WORCESTER MA 01606

HALL DONNY C + LINDA S
18 MATTSON AVE
WORCESTER MA 01606

WILLIAMS RICHARD L JR + KIMBERLY J
0020 MATTSON AVE
WORCESTER MA 01606

COMM OF MASS HIGHWAY DEPT
10 PARK PLAZA
ROOM 6130
BOSTON MA 02116

HALL DONNY C + LINDA S
0018 MATTSON AVE
WORCESTER MA 01606

INDIAN LAKE WATERSHED ASSOCIATION
PO Box 60244
WORCESTER MA 01606

AMETAJ ARTAN TRUSTEE
0800 PLEASANT ST
WORCESTER MA 01602

MACLEAN DUNCAN P
0009 MATTSON AVE
WORCESTER MA 01606

CALLAHAN ANTHONY C
0131 CHESTNUT ST
MARLBOROUGH MA 01752

LAJOIE DAVID A +
0004 STOWELL AVE
WORCESTER MA 01606

COMM OF MASS HIGHWAY DEPT
403 BELMONT STREET
WORCESTER MA 01605

SULLIVAN TIMOTHY J JR + VIRGINIA A
16 MATTSON AVE
WORCESTER MA 01606

AFFIDAVIT OF SERVICE

**Under the Massachusetts Wetlands Protection Act
and the City of Worcester Wetlands Protection Ordinance**

I, Stacy H. Minihane, hereby certify under the pains and penalties of perjury that on April 29, 2020, I gave notification to abutters in compliance with the second paragraph of Massachusetts General Laws Chapter 131, Section 40, and the DEP Guide to Abutter Notification dated April 8, 1994, in connection with the following matter:

A Notice of Intent filed under the Massachusetts Wetlands Protection Act by the City of Worcester Department of Public Works and Parks with the Worcester Conservation Commission on April 29, 2020 for property located at 149 West Boylston Drive.

The form of the notification, and a list of the abutters to whom it was given and their addresses, are attached to this Affidavit of Service.

Stacy H. Minihane
Name

4/29/20
Date

**Notification to Abutters Under the
Massachusetts Wetlands Protection Act
and the City of Worcester Wetlands Protection Ordinance
and Wetlands Protection Regulations**

In accordance with the second paragraph of Massachusetts General Laws Chapter 131, Section 40, you are hereby notified of the following.

- A. The name of the applicant is Worcester Department of Public Works and Parks
- B. The applicant has filed a Notice of Intent with the Conservation Commission for the municipality of Worcester seeking permission to remove, fill, dredge, or alter an Area Subject to Protection Under the Wetlands Protection Act (General Laws Chapter 131, Section 40). The project entails vegetative management to create a meadow.
- C. The address of the lot where the activity is proposed is 149 West Boylston Drive, Worcester, MA
- D. For more information concerning this application, to view application materials, to obtain information regarding the hearing, or to submit written comments in advance of the hearing, contact the Planning Division by email (preferred) at planning@worcesterma.gov or phone at (508) 799-1400 x 31440.
- E. Copies of the Notice of Intent may be obtained from the applicant's representative, by calling David LaPointe, Beals and Thomas, Inc. at this telephone number (508) 416-4857 and leaving a message indicating your name and telephone number.
- F. Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order, as amended, imposing strict limitation on the number of people that may gather in one place, the hearing of the Worcester Conservation Commission for this project will be conducted via remote participation to the greatest extent possible. For this meeting, members of the public may livestream from the City Website at www.worcesterma.gov/video-on-demand (with instructions on how to participate) or view on the local government cable channel (Spectrum Channel 192).

Note: Notice of the public hearing, including its date, time, and place, will be published at least five (5) days in advance in the Worcester Telegram & Gazette

The agenda for the public hearing, including its date, time, and place, will be posted on the City website (<http://www.worcesterma.gov/city-clerk/agendas-minutes/boards-commissions>) not less than 48 hours prior to the hearing.

Note: You may also contact the Department of Environmental Protection Regional Office for more information about this application or the Wetlands Protection Act. To contact MassDEP, call or email: Central Region: 508-792-7650, CERO_NOI@mass.gov and kimberly.roth@mass.gov

DJL/2407.05NI001

Section 4.0
Wetland Boundary Documentation
MassDEP Transect Forms

MassDEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Data Form

Applicant: City of Worcester Prepared by: Andrew Gorman, Beals and Thomas, Inc. Project location: 149 West Boylston Street, Worcester
 DEP File #: _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
- Method other than dominance test used (attach additional information)

Section I.

Layer	Vegetation	Observation Plot Number: Wet	Transect Number:	Date of Delineation:
	A. Sample Layer & Plant Species (by common/scientific name)	B. Percent Cover (or basal Area)	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Herbaceous/ Groundcover	Common reed/<i>Phragmites australis</i>	38%	100%	FACW*
Shrub	Silky dogwood/<i>Cornus amomum</i>	10.5%	100%	FACW*
Climbing Vines				
Tree	Silver maple/<i>Acer saccharinum</i> Red maple/<i>Acer rubrum</i>	20.5% 10.5%	66% 34%	Yes Yes FACW* FAC*

* Use an asterisk to mark wetland indicator plants: plant species listed in the Wetlands Protection Act (MGL c.131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW-, FACW, FACW+, or OBL; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 4 Number of dominant non-wetland indicator plants: 0

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants? Yes

If vegetation alone is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability or Notice of Intent

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? Yes
 title/date: NRCS Web Soil Survey/MassGIS Used
 map number: NRCS Web Soil Survey/MassGIS Used
 soil type mapped: Water
 hydric soil inclusions: N/A

Are field observations consistent with soil survey? N/A

Remarks: BVW smaller than NRCS unit map boundaries.

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
Oi	12-6"	Root masses	
Oa	6-0"		
A	0-2"	10YR 2/1	
Bg	2-6"	10YR 6/2	

Remarks:

3. Other:

Conclusion: Is soil hydric? Yes

Other Indicators of Hydrology: (check all that apply & describe)

- Site Inundated: Area floods from Indian Lake
- Depth to free water in observation hole: _____
- Depth to soil saturation in observation hole: _____
- Water marks: _____
- Drift lines: _____
- Sediment Deposits: _____
- Drainage patterns in BVW: _____
- Oxidized rhizospheres: _____
- Water-stained leaves: _____
- Recorded Data (streams, lake, or tidal gauge; aerial photo; other): _____
- Other: _____

Vegetation and Hydrology Conclusion

Yes

No

Number of wetland indicator plants
 ≥ # of non-wetland indicator plants

 X

Wetland hydrology present:

Hydric soil present

 X

Other indicators of hydrology present

 X

Sample location is in a BVW

 X

Submit this form with the Request for Determination of Applicability or Notice of Intent.

MassDEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Data Form

Applicant: City of Worcester Prepared by: Andrew Gorman, Beals and Thomas, Inc. Project location: 149 West Boylston Street, Worcester
 DEP File #: _____

Check all that apply:

- Vegetation alone presumed adequate to delineate BVW boundary: fill out Section I only
- Vegetation and other indicators of hydrology used to delineate BVW boundary: fill out Sections I and II
- Method other than dominance test used (attach additional information)

Section I.

Layer	Vegetation	Observation Plot Number: Upland	Transect Number:	Date of Delineation:
	A. Sample Layer & Plant Species (by common/scientific name)	B. Percent Cover (or basal Area)	D. Dominant Plant (yes or no)	E. Wetland Indicator Category*
Herbaceous/ Groundcover	Japanese knotweed/<i>Fallopia japonica</i>	10.5%	100%	FACU
Shrub	Morrow's honeysuckle/<i>Lonicera morrowii</i> Black cherry/<i>Prunus serotina</i> Burnin bush/<i>Euonymus alatus</i>	10.5% 10.5% 10.5%	33% 33% 33%	NI FACU NI
Climbing Vines	Asiatic bittersweet/<i>Celastrus orbiculatus</i> Foxgrape/<i>Vitis labrusca</i>	38% 3%	93% 7%	UPL (ACOE List) FACU
Tree	Scarlet oak/<i>Quercus coccinea</i> Red maple/<i>Acer rubrum</i>	20.5% 10.5%	66% 34%	NI FAC*

* Use an asterisk to mark wetland indicator plants: plant species listed in the Wetlands Protection Act (MGL c. 131, s.40); plants in the genus *Sphagnum*; plants listed as FAC, FAC+, FACW, FACW+, or OBI; or plants with physiological or morphological adaptations. If any plants are identified as wetland indicator plants due to physiological or morphological adaptations, describe the adaptation next to the asterisk.

Vegetation conclusion:

Number of dominant wetland indicator plants: 1 Number of dominant non-wetland indicator plants: 3

Is the number of dominant wetland plants equal to or greater than the number of dominant non-wetland plants? No
 If vegetation alone is presumed adequate to delineate the BVW boundary, submit this form with the Request for Determination of Applicability or Notice of Intent

Section II. Indicators of Hydrology

Hydric Soil Interpretation

1. Soil Survey

Is there a published soil survey for this site? Yes
 title/date: NRCS Web Soil Survey/MassGIS Used
 map number: NRCS Web Soil Survey/MassGIS Used
 soil type mapped: Urban land
 hydric soil inclusions: N/A

Are field observations consistent with soil survey? Yes

Remarks: Weak to no A horizon formation upgradient of BVW/Bank.
 VA/VAp present in other upland areas.

2. Soil Description

Horizon	Depth	Matrix Color	Mottles Color
Oi	2-0"		
ABw1	0-4"	10YR 3/4	
ABw2	4-12"	10YR 5/4	

Remarks:

3. Other:

Conclusion: Is soil hydric? No

Other Indicators of Hydrology: (check all that apply & describe)

- Site Inundated: _____
- Depth to free water in observation hole: _____
- Depth to soil saturation in observation hole: _____
- Water marks: _____
- Drift lines: _____
- Sediment Deposits: _____
- Drainage patterns in BVW: _____
- Oxidized rhizospheres: _____
- Water-stained leaves: _____
- Recorded Data (streams, lake, or tidal gauge; aerial photo; other): _____

Vegetation and Hydrology Conclusion

Yes

No

Number of wetland indicator plants
 ≥ # of non-wetland indicator plants

___X___

Wetland hydrology present:

Hydric soil present

___X___

Other indicators of hydrology present

___X___

Sample location is in a BVW

___X___

Submit this form with the Request for Determination of Applicability or Notice of Intent.

**Section 5.0
Plans**

USGS Locus Map

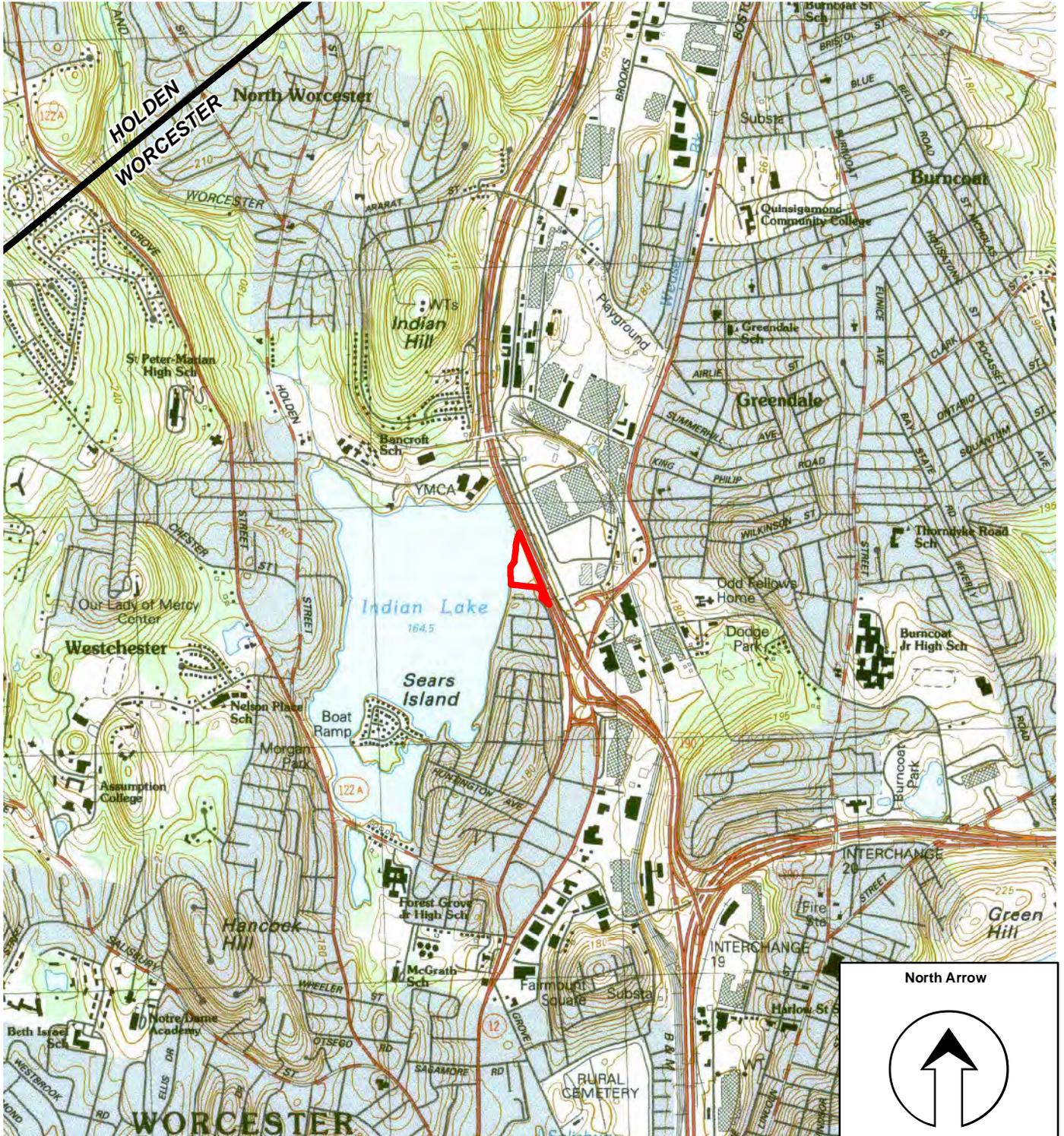
Aerial Map

Entitled 149 West Boylston Drive Worcester, Massachusetts (Worcester County)

Prepared by Beals and Thomas, Inc.

In 6 Sheets

Dated April 28, 2020



Digital USGS Map of Worcester North, MA, dated 1983, provided by the Bureau of Geographic Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Technology and Security Services.



North Arrow

NORTH

COPYRIGHT (C) BY BEALS AND THOMAS, INC.
ALL RIGHTS RESERVED

PROJECT:
149 West Boylston Drive
 Worcester, Massachusetts

PREPARED FOR:
City of Worcester
 Department of Public Works and Parks
 50 Skyline Drive
 Worcester, MA 01605

Locus Map
 Figure 1

Scale: 1" = 2,000' Date: 04/24/2020

Source File 240705P039A.mxd
 B+T Project No. 2407.05



Digital orthophotograph, dated 2019, provided by the Bureau of Geographic Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Technology and Security Services.

0 100 200 400
FEET

North Arrow

NORTH

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PROJECT:
149 West Boylston Drive
Worcester, Massachusetts

PREPARED FOR:
City of Worcester
Department of Public Works and Parks
50 Skyline Drive
Worcester, MA 01605

Aerial Map
Figure 2

Scale: 1" = 200' Date: 04/24/2020

Source File 240705P040A.mxd
B+T Project No. 2407.05



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:
349-1274
MassDEP File #
eDEP Transaction #
Worcester
City/Town

A. General Information

Please note:
this form has been modified with added space to accommodate the Registry of Deeds Requirements

1. From: City of Worcester
Conservation Commission
2. This issuance is for (check one):
a. Order of Conditions b. Amended Order of Conditions
3. To: Applicant:

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



a. First Name _____ b. Last Name _____
Worcester Department of Public Works and Parks
c. Organization _____
50 Skyline Drive
d. Mailing Address _____
Worcester MA 01605
e. City/Town _____ f. State _____ g. Zip Code _____

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
Commonwealth of Massachusetts Highway Department
c. Organization _____
10 Park Plaza Room 6160
d. Mailing Address _____
Boston MA 02116
e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

149 West Boylston Drive Worcester
a. Street Address _____ b. City/Town _____
13-035 -0001A
c. Assessors Map/Plat Number _____ d. Parcel/Lot Number _____

Latitude and Longitude, if known: _____
d. Latitude _____ e. Longitude _____



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:
349-1274
MassDEP File #

eDEP Transaction #
Worcester
City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Worcester
a. County
5401
c. Book
b. Certificate Number (if registered land)
436
d. Page

7. Dates: 4/30/20 5/18/20 5/27/20
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

149 West Boylston Drive
a. Plan Title
b. Prepared By
4/28/20
d. Final Revision Date
NOI Application Materials, including BVW field data cards
f. Additional Plan or Document Title
David Lapointe, PLA;
Robert Jordan Buckely, PLS
c. Signed and Stamped by
1:20
e. Scale
4/29/20
g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of 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 (the Act). Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

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.



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:
349-1274
MassDEP File #

eDEP Transaction #
Worcester
City/Town

B. Findings (cont.)

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 the 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 Act's interests, 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 310 CMR 10.02(1)(a) 30 to bank/bvw

Inland Resource Area Impacts: Check all that apply below. (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 checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>131,000*</u> a. square feet	<u>131,000*</u> b. square feet	<u>131,000*</u> c. square feet	<u>131,000*</u> d. square feet
Cubic Feet Flood Storage	<u>0</u> e. cubic feet	<u>0</u> f. cubic feet	<u>>/= 0</u> g. cubic feet	<u>>/= 0</u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet

* As revised by Attachment A, Condition #25



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:
349-1274
MassDEP File #

eDEP Transaction #
Worcester
City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____	_____		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	_____	_____	_____	_____
	g. square feet	h. square feet	i. square feet	j. square feet



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B. Findings (cont.)

* #23. 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 (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:

_____ a. square feet of BVW

_____ b. square feet of salt marsh

24. Stream Crossing(s):

_____ 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.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
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. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
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.



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C. General Conditions Under Massachusetts Wetlands Protection Act

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 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 349-1274 "
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 MassDEP.
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.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

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.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
 - (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the 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 Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 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 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;



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

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 18(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 Pollution 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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(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.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- 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 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 (if you need more space for additional conditions, please attach a text document):

See Attachment A.

- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.

ATTACHMENT A
Worcester Conservation Commission
Special Order of Conditions

City of Worcester Wetlands Protection Ordinance & City of Worcester Wetlands Protection Regulations
(City of Worcester Revised Ordinance Part I, Chapter 6)

And

Massachusetts General Laws, Chapter 131, §40 - Massachusetts Wetlands Protection Act

149 West Boylston Drive (CC-2020-024)

Project Description: To perform vegetation management, including removing invasive vegetation and replacing with meadow habitat, and perform associated site work. To occur partially within Bordering Land Subject to Flooding (with no fill proposed and minor compensatory storage provided through removal of vegetation, debris, and root systems) and to occur partially within the 100' buffer to bank, but not within the 15' buffer. Grade changes are not proposed, though minor grading may occur to be lower than existing conditions.

Waivers Granted: N/A

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Notes:

- **Office of the Commission** is located at the Division of Planning and Regulatory Services (455 Main Street 4th floor, Worcester, MA), which can be contacted by e-mailing planning@worcesterma.gov or calling 508-799-1400 ext. 31440.
- **Asterisked (*) conditions** are standard conditions of approval for all projects.
- **Revised Plans** – shall be submitted showing floodplain elevation of 542.4 NAVD.

I. Conditions to Meet Prior to and During Construction

21. Person Responsible for Compliance with the Order of Conditions* – A person shall be designated to be responsible to monitor compliance with the Order of Conditions. Their name and contact information (24/7) shall be provided to the Office of the Commission prior to start of any activity. This person shall conduct:
 - a) periodic inspections to assure the adequacy and continued effectiveness of erosion and sediment controls;
 - b) inspections of said controls following 0.5-inch or greater rain events, or after a heavy snow melt.
22. Contract* - This Order of Conditions and all approved plans shall be included as part of any contract and subcontract and shall be posted in a prominently displayed location in the supervisory office on site during all phases of construction.
23. Notification* - The applicant shall notify the Office of the Commission a minimum of 48 hours prior to the start of any activity.

II. Conditions to Meet Before the Start of Any Activity

24. Revised Plans – An electronic copy of revised plans shall be provided to the Office of the Commission, prior to commencement of work, showing the appropriate floodplain elevation of 542.4 NAVD. These plans shall be considered the final revised plans approved for the project.
25. Stormwater Pollution Prevention Plan (SWPPP)* – That one (1) copy of the SWPPP submitted to the EPA in compliance with the NPDES permit requirements, if applicable, shall be provided to the Office of the Commission prior to commencement of work.
26. Tree Cutting* – Tree cutting is allowed following installation of erosion and sediment controls; otherwise, it may be allowed, prior to such installation, with the explicit permission of the Commission or its Agents.
27. Trees To Remain* – All trees to remain post construction shall be marked on site as shown on the approved plan so that the Commission or its representative can verify them before any clearing takes place.
28. Pre-Construction Conference* -
 - a) The Conservation Commission or its Agents shall conduct a pre-construction conference prior to commencement of activities in each phase of the project. Phasing, if any, shall conform to the approved plans.
 - b) The property owner / applicant and any person performing work that is subject to this Order are responsible for understanding and complying with the requirements of this Order, the Wetlands Protection Act, 310 CMR 10.00 and City of Worcester Wetlands Protection Ordinance and Regulations. Said persons shall acknowledge such in writing prior to commencement of activities.
29. Inspections Prior to Site Preparation and Site Work* - Erosion and sediment controls shall be installed and verified, in compliance with final approved plans, by the Commission or its Agents prior to the commencement of any excavation, grubbing and/or stumping of vegetation, grading, construction, or other site preparation.
30. Construction Schedule* - Submit a Construction Schedule consistent with Work Sequencing plans provided to the Office of the Commission prior to the start of any activities.
31. Demarcation of Limit of Work – For areas of work within the 100 foot buffer to a bordering vegetated wetland/bank, prior to construction, the contractor shall stake out the 15 foot Worcester Wetlands Protection Ordinance no-disturb buffer or limit of work, whichever is further from the bordering

vegetated wetlands, using an orange snow/construction fence to demarcate the no-disturbance zone during construction in order to prevent encroachments beyond the approved limit of work and prevent resource area impacts.

III. Stormwater Management System

32. Catch Basins* –

- a) The paved roadways and parking lots shall be bermed and shall be installed with standard City of Worcester catch basins.
- b) Prior to start of activity on site that causes soil erosion and sedimentation, catch basin filter traps shall be installed in the existing and new catch basins.
- c) Catch basins shall be cleaned as warranted during construction to keep them clear of sediment, and minimum twice a year thereafter.

33. Stormwater Management System Maintenance* – The stormwater management system shall be maintained in accordance with the approved design plans and Operation and Maintenance Plan on file with the Office of the Commission. The system shall be maintained in good hydraulic condition (e.g. any accumulated silt/sediment shall be removed; the system shall be kept free of any litter, refuse, or other extraneous matter, etc.). This condition shall extend in perpetuity beyond the issuance of the Certificate of Compliance.

IV. Conditions to Meet During Construction

34. Limit of Work* – No removal, filling, dredging or altering of jurisdictional areas shall take place outside the approved work under this Order of Condition.

35. Work Sequencing* – Activities shall take place in accordance with all phasing and sequencing shown on the plan and/or provided in the application materials on file with the Office of the Commission and shall follow any lot opening restrictions otherwise provided herein.

36. Erosion Stabilization -

- a) Erosion and Sediment Controls* - All erosion and sediment controls shall be monitored, maintained, and adjusted for the duration of the project to prevent adverse impacts to jurisdictional areas. Additional erosion and sediment controls may be utilized on site as needed.
- b) Off Site Impacts* - There shall be no off-site erosion, flooding, ponding, or flood-related damage from runoff caused by the project activities.
- c) Unanticipated Drainage or Erosion* - The applicant shall control any unanticipated drainage and/or erosion conditions that may cause damage to jurisdictional areas and/or abutting or downstream properties. Said control measures shall be implemented immediately upon need. The Office of the Conservation Commission shall be notified if such conditions arise and of the measures utilized.
- d) Soil Stabilization due to Delay in Work* - If there is an interruption of more than 10, but less than 60 days between completion of grading and revegetation, the applicant shall sow all disturbed areas with annual rye grass to prevent erosion. If soils are to be exposed for longer than 60 days, a temporary cover of rye or other grass should be established following US Soil Conservation Services procedures, as recently amended, to prevent erosion and sedimentation. Once final grading is complete, loaming and seeding of final cover should be completed promptly.
- e) Grading of Slopes*-

- i. >40% Slope – Slopes shall not exceed those specified in the plans approved by the Conservation Commission. Any slope equal to or greater than 40% (1 vertical to 2 1/2 horizontal) shall be stabilized with erosion control matting.
- ii. <40% Slope – Final grades of vegetated areas shall not exceed a slope of 1 vertical to 2 1/2 horizontal (40%) and shall be stabilized to prevent erosion, particularly during the construction period.
- f) Stockpile Maintenance* - Any stockpiling of loose materials shall be properly stabilized to prevent erosion into and sedimentation of jurisdictional areas. Preventative controls such as haybales or erosion control matting shall be implemented to prevent such an occurrence.
- g) Stockpile Location – In no case shall any soil or excavated material be stockpiled within 50 feet of any wetland, floodplain, or storm drain inlet.
- h) Site Stabilization Prior to Winter* - Prior to winter, exposed soils shall be stabilized (e.g. with demonstrated vegetative growth, impermeable barriers, erosion control blankets, etc.).

37. Invasive Insects* -

- a) Plantings – No trees to be planted shall be species susceptible to the Asian Longhorned Beetle or Emerald Ash Borer.
- b) Wood Removal – All tree, brush & wood removal shall adhere to the most recently amended requirements set forth by the Massachusetts Department of Conservation & Recreation for any project located in the Asian Longhorned Beetle Quarantine Zone.

38. Invasive Vegetation – The goal of this condition is to keep jurisdictional areas (bufferzone and resource areas) free of all invasive, likely invasive, and potentially invasive species as identified in *The Evaluation of Non-native Plant Species for Invasiveness in Massachusetts*, published by the MA Invasive Plant Advisory Group in April 1, 2005. This condition is intended to prevent the introduction and spread of non-native and invasive species which are known to result in resource area alterations and have impacts on wildlife habitat, etc.

- a) Material Introduction – All imported materials, such as compost, topsoil, etc. shall be inspected for evidence of invasive vegetation prior to use within jurisdictional areas at the site in order to prevent introduction and/or the spread of invasive vegetation. No materials with evidence of invasive vegetation shall be used in jurisdictional areas.

39. Dust Control* - Provisions for dust control shall be provided during all construction and demolition activities. Such provisions shall be conducted in compliance with all City of Worcester Water Use Restrictions, if in effect, during such activities.

40. Dewatering* – If dewatering is required,

- a) Notice of such activities shall be given to the Office of the Commission within 24 hours of commencement;
- b) There shall be no discharge of untreated dewatered stormwater or groundwater to jurisdictional areas either by direct or indirect discharge to existing drainage systems;
- c) Any discharge to surface waters or drainage structures must be visibly free of sediment;
- d) To the maximum extent practicable, proposed dewatering activities should be located outside of the 100' buffer. If such activities must be located within the 100' buffer, they shall be monitored at all times when the pumps are running;
- e) Dewatering activities shall be confined within an area of secondary containment at all times.

41. Equipment/Material Placement - No equipment or materials are to enter or be placed in the bank or land under water at any time.

42. Spill Prevention* -

- a) No fuel, oil, or other pollutants shall be stored in any resource area or the buffer zone thereto, unless specified in this Order;
- b) No refueling shall take place within resource areas or 100-ft to a resource area;
- c) The applicant shall take all necessary precautions to prevent discharge or spillage of fuel, oil or other pollutants onto any part of the site;
- d) A spill kit shall be present on site at all times.

V. Conditions to Meet at Completion of Project

43. Site Stabilization* - All disturbed areas shall be properly stabilized with well-established perennial vegetation or other approved methods before the project is considered complete.
44. Erosion and Sediment Controls* - Erosion and sediment controls shall not be removed from the site until all disturbed areas have been stabilized with final vegetative cover and approval has been received from the Commission or its Agents to do so. The controls must then be removed within two weeks of receipt of that certification.
45. Certificate of Compliance* - Upon completion of the project, the applicant shall request in writing a Certificate of Compliance from the Commission. If the project has been completed in accordance with plans stamped by a registered professional engineer, architect, landscape architect, or land surveyor, certification must include a written statement by such professional certifying the same.
- a) If the project required compliance with the Massachusetts Stormwater Standards and/or work was conducted within Riverfront Area or Bordering Land Subject to Flooding, a certified as-built plan-of-land shall be provided showing final grades, resource areas, and all constructed improvements;
 - b) If permanent markers were required, the certified as-built plan-of-land shall depict their location.

VI. General Conditions

46. Change in Ownership* - If a change in ownership takes place while this Order is still in effect, it is the responsibility of the new owner to notify the Commission of the change and to provide the name of the person responsible for compliance with the Order.
47. Conservation Agent's Power to Act* - With respect to all conditions, except _____, the Conservation Commission designates the Conservation Agent, as its Agent with full powers to act on its behalf in administering and enforcing this Order, unless the Agent determines approval from the Commission is appropriate.
48. Right to Inspect* - A member of the Conservation Commission or its Agent may enter and inspect the property and the activity that are the subjects of this Order at all reasonable times, with or without probable cause or prior notice, and until a Certificate of Compliance is issued, for the purpose of evaluating compliance with this Order (and other applicable laws and regulations).
49. Changes to the Plan or Errors & Omissions* -
- (a) If any plan, calculation, or other data presented to the Office of the Commission is in error or have omissions, and are deemed significant by the Commissioners or their Agents, all work will stop at the discretion of the Commission, until the discrepancies have been rectified to the Commission's satisfaction.
 - (b) The applicant must notify the Commission in writing of any changes in the plans or implementation of the proposed activity where mandated by any local, state, or federal

agencies having jurisdiction over the proposed activity. If, in the opinion of the Commission, any changes in the plans or implementation of the proposed activity so require, then the Commission may modify, amend or rescind this Order in a way consistent with:

- M.G.L. Chapter 131, Section 40,
- 310 CMR 10.00, *Wetlands Protection*,
- the City of Worcester's *Wetlands Protection Ordinance*, and
- the Commission's *Wetlands Protection Regulations*

If any provisions of any conditions, or application thereof is held to be invalid, such invalidity shall not affect any other provisions of this Order. If the Commission deems that a proposed change is major or substantial, a new hearing may be required.

50. Liability* - The applicant shall indemnify and save harmless the Commonwealth, the City of Worcester, the Conservation Commission, and its Agents against all sites, claims or liabilities of every name and nature arising at any time out of or in consequence of the acts of the Commission or its Agents in the performance of the work covered by this Order and/or failure to comply with the terms and conditions of this Order whether by itself or its employees or subcontractors.



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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

5/27/20

1. Date of Issuance

Please indicate the number of members who will sign this form.

5

This Order must be signed by a majority of the Conservation Commission.

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.

The names typed below represent the intent to sign the foregoing document in accordance with MGL Chapter 110G §9.

Duly authorized by Ch.110G and recorded at Worcester Registry of Deeds in Book 62537 Page 329.

Signatures:

Joseph Charpentier

Sarah French

Amanda Amory

Azal Khaled

Devin Canton

by hand delivery on 5/27/20 ;

by certified mail, return receipt requested, on

modified e-signature 6/10/20

Date

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 (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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

Provided by MassDEP:
349-1274
MassDEP File #

eDEP Transaction #
Worcester
City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be 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 subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: _____
Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

Provided by DEP

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

A. Request Information

1. Location of Project

a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

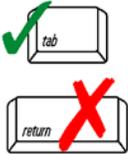
4. DEP File Number:

B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
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DEP File Number:

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B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. 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.