Town of Weymouth Massachusetts

Robert L. Hedlund Mayor

75 Middle Street Weymouth, MA 02189



Office: 781.340.5012 Fax: 781.335.8184

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* Amendad

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MEMORANDUM

20 010

TO:

TOWN COUNCIL

FROM:

ROBERT L. HEDLUND, MAYOR

RE:

BORROWING AUTHORIZATION FOR ROAD AND SIDEWALK

REPAIRS AND RECONSTRUCTION

DATE:

JANUARY 16, 2020

I hereby submit the following measure for consideration by Town Council:

"ORDERED: That the Town of Weymouth appropriate the amount of Three Million Dollars (\$3,000,000.00) for the purpose of paying costs associated with repairing and reconstructing Town roads and sidewalks, and for the payment of all other costs incidental and related thereto, said sum to be expended under the direction of the Town of Weymouth Construction Steering Committee, and to meet said appropriation of the Town of Weymouth's Chief Financial Officer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L Chapter 44, or any other enabling authority.

Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with M.G.L. c. 44, ss20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount."

This measure requires a legal notice, public hearing, and a two-thirds vote of all the members of the Town Council, as required by M.G.L. c. 44, §1.

Language subject to bond counsel review.

Referred Die	No.	E18.
Comm. ReferralTC	3	Vote
Comm. VoteTC	-	Vota Dta
Comm. Vote Dte.		

TOWN OF WEYMOUTH PUBLIC HEARING LEGAL NOTICE

The Town Council of the Town of Weymouth will hold a Public Hearing on Tuesday, February 18, 2020 starting at 7:30 P.M. at the Town Council Chambers, 75 Middle Street, Weymouth, MA to consider the following authorization in accordance with the Town Charter, Chapter 2 Section 9-C

7:42 PM - 20 010 -Borrowing Authorization for Road and Sidewalk repairs and Reconstruction

ORDERED: That the Town of Weymouth appropriate the amount of \$3,000,000.00 to pay costs associated with repairing and reconstructing Town roads and sidewalks, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7 (1), or pursuant to any other enabling authority, and that the Mayor is authorized to contract for and expend any grants, aid, or gifts available for this project; and that the Mayor is authorized to take any other action necessary or convenient to carry out this project. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44 §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

"This publication is subject to the disclaimer set forth at length in Section 2-305 of the Code of Ordinances."

A True Copy. ATTEST:

Kathleen A. Deree Town Clerk February 7, 2020

LIST OF ROADS UNDER PRIORITY CONSIDERATION FOR IMPROVEMENTS 2020-2021
Subject to change based on additional engineering analysis and unforseen circumstances

PCI (2016)

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2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Forest Table \$ 322,000 Pearl Street to Forest Table \$ 107,085 \$ 107,	\$ 314,000		1500	Windsor Road
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fort	\$ 300,000 IDPW Recommend	6		Ryder Road
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fore River Ave 464 59 Mill & Overlay \$ 56,144 Evans to Norton 9200 65 Mill & Overlay \$ 322,000 Pearl Street to North Street 90 TBD \$ 107,085 90 TBD 90 TB	\$ 204,000 Including Charmada	75 Reclaim		Front Street
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fore River Ave 464 59 Mill & Overlay \$ 56,144 Evans to Norton 1200 65 Mill & Overlay \$ 322,000 Pearl Street to North Street 1207,085 1207,085 1207,085 1207,085 130	5		2887	Neck Street
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fore River Ave 464 59 Mill & Overlay \$ 56,144 Evans to Norton	5	48	1179	Elva Road
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fore River Ave 464	\$ 107.085		885	Julia Road
2100 54, 50 Mill/Overlay & Sidewalks \$ 310,000 Bridge Street to Fore River Ave	\$ 322,000 Pearl Street to North		3200	Norton Street
2100 54, 50 Mill/Overlay & Sidewalks 3 310,000 Raidos Street to Fore River Ave	S 56.144 Evans to Norton	7	464	Pearl Street
The last teacher and the last teacher and the last teacher and tea	S 310,000 Bridge Street to Fore River Ave		2100	Sea Street

Name	From Segment	To Segment	PCI L	PCI Length Width	Width	Pavement Type	Functional Classification Owner	Owner	DtSurvey
Cummings Ave	Ralph Talbot St	Dead End	58	622	27	Hot Mix Asphalt	Local- Dead End	Public	2/8/2017
Curtis Cir	Commercial St	Cul-De-Sac Loop	68	928	28	Hot Mix Asphalt		Public	3/6/2017
Curtis St	North St	Neck St Southerly	73	611	24	Hot Mix Asphalt	et	Public	2/3/2017
Cypress St	Columbia St	Dead End	38	414	15	Hot Mix Asphalt		Private	2/28/2017
David'S Island Rd	Neck St	Dead End	59	815	25	Hot Mix Asphalt		Public	3/21/2017
Davis Ave	Pond St	lvy Rd	74	346	24	Hot Mix Asphalt	et	Public	2/3/2017
Delorey Ave	Standish St	Ervans St	49	597	24	Hot Mix Asphalt		Public	2/3/2017
Depot St	Wharf St	Dead end	74	469	19	Hot Mix Asphalt		Private	3/6/2017
Derby St	Pond St	Main St	4 8	854	30	Hot Mix Asphalt		Public	1/31/2017
Diana Dr	Forest St	Cul de sac loop	65	664	25	Hot Mix Asphalt	ru Street	Private	1/31/2017
Dixon Park Rd	Longwood Rd	House Rock Rd	55	670	27	Hot Mix Asphalt		Public	1/26/2017
Donald St	Dead End	Rockaway Ave	56	411	28	Hot Mix Asphalt		Private	1/30/2017
Donna Rd	Carolyn Rd (E)	Carolyn Rd (W)	53	619	27	Hot Mix Asphalt		Public	2/24/2017
Donnellan Cir	Dead End (S)	Moreland Rd (S)	48	413	24	Hot Mix Asphalt		Public	2/2/2017
Donnellan Cir	Donnellan Cir Ext	Moreland Rd (N)	49	386	22	Hot Mix Asphalt	Local- Dead End	Public	2/2/2017
Donnellan Cir Ext	Donnellan Cir	Dead End	48	126	24	Hot Mix Asphalt	Local- Dead End	Private	2/2/2017
Doris Dr	Sunrise Dr (W)	250' E of Maltby Ln	74	440	22	Hot Mix Asphalt		Public	2/3/2017
Doris Dr	250' E of Maltby Ln	Sunrise Ln (E)	74	815	22	Hot Mix Asphalt	Local- Dead End	Private	2/3/2017
Driftway	Dead End	Dead End	61	494	17	Hot Mix Asphalt	Local- Dead End	Private	3/21/2017
Dwyer Ln	Endicott St	Dead End	70	303	26	Hot Mix Asphalt	Local- Dead End	Public	2/6/2017
Edge Hill Rd	Thorndyke Ave	Cul-de-sac Loop	67	490	22	Hot Mix Asphalt	Local- Dead End	Public	1/27/2017
Edith Rd	Hinston Rd	Dead End	57	542	22	Hot Mix Asphalt	Local- Dead End	Public	3/8/2017
Edward Cody Ln	Ridgewood Te	200' S of Ridgewood Te	73	191	28	Hot Mix Asphalt	Local- Dead End	Drive	2/8/2017
Edward Cody Ln	200' S of Ridgewood Te	Dead End	73	343	28	Hot Mix Asphalt	Local- Dead End	Public	2/8/2017
Elizabeth Ln	Ralph Talbot St	Branch Rd	60	425	29	Hot Mix Asphalt	Local- Thru Street	Public	2/8/2017
Ellen Ave	Greenvale Ave	Leslie Ave	66	409	24	Hot Mix Asphalt		Public	3/3/2017
Ellis Cir	Pine St	Dead End	63	737	32	Hot Mix Asphalt	Local- Dead End	Public	2/8/2017
Ellis Cir (Pvt)	Dead End	Pine St	67	698	32	Hot Mix Asphalt	Local- Dead End	Private	6/7/2017
Elm St	Pleasant St	Pine St	61	873	23	Hot Mix Asphalt	Local- Thru Street	Public	2/23/2017
Elmer Rd	Thicket St	Elmer Rd (S)	59	2,828	27	Hot Mix Asphalt		Public	2/2/2017
Elmer Rd Ext	Elmer Rd	Pheasant Hill Rd	59	121	26	Hot Mix Asphalt	Local- Dead End	Public	2/2/2017
Elva Rd	Green St	Private Rd	48	1,179	23	Hot Mix Asphalt	Local- Dead End	Public	2/3/2017
Emeline Rd	Hinston Rd	Lillian Rd	43	271	21	Hot Mix Asphalt	Local- Thru Street	Public	3/8/2017
Emeline Rd	Dead End	Hinston Rd	58	530	24	Hot Mix Asphalt	Local- Dead End	Public	3/8/2017
Emery Ln	Commercial St	Circle	58	513	24	Hot Mix Asphalt		ROW	2/6/2017
Endicott St	Dead End	South Ave	52	399	20	Hot Mix Asphalt		Private	2/6/2017
Erika Ln	Liberty St	Cul-De-Sac Loop	74	830	25	Hot Mix Asphalt		Public	2/6/2017
Erin Way	Union St	Dead End	49	354	28	Hot Mix Asphalt	Local- Dead End	Public	2/22/2017
Essex Heights Dr	Essex St	Concannon Cir	51	524	30	Hot Mix Asphalt	Local- Thru Street	Private	1/25/2017

2/3/2017	Private	Local- Thru Street	2-4	220 15	43	220' E of Pond St	Pond St	Millett Ave
1/30/2017	State	1	Portland Cement Concrete		65	(Overpass (S)	Overpass (N)	Middle St
2/8/2017	Public	et			60	Ledgebrook Rd	Pine St	Merrymount Rd
2/3/2017	Public	Local- Dead End		,066 27	74 2	Fairfax St	Green St	Merryknoll Rd
2/2/2017	Public	Local- Dead End	Hot Mix Asphalt	549 28	60	Dead End	Thicket St	Merilyn Rd
1/25/2017	Public	Local- Dead End		547 21	49	Private Section	Essex St	Meredith Way
2/23/2017	Public	Local- Dead End		480 27	66	Holly Hill Cr (E)	Holly Hill Cr (W)	Melody Ln
1/25/201	Public	Local- Thru Street	Hot Mix Asphalt		48	Taft Rd	Roosevelt Rd	Mckinley Rd
6/7/2017	Private	Local- Thru Street	Hot Mix Asphalt		69	Dead end	25' W of Dead end	Mcgeoch St
2/2/201	Other	Local- Thru Street	Hot Mix Asphalt	373 2:	67	25' W of Dead end	Thicket St	Mcgeoch St
1/30/201	Public		Hot Mix Asphalt			Cul-de-sac	Broad St	Mcdonald Cir
2/22/2017	Public			,030 24		Wales Ave	Union St	May Ter
6/7/201	Private	Local- Dead End	Hot Mix Asphalt		65	Bald Eagle Rd	Wales Ave	May Ter
3/2/201	Private	Local- Thru Street	Hot Mix Asphalt	800 28	6 <u>4</u>	Dead end	Pleasant St	Mathewson Dr
6/7/201	Private		Hot Mix Asphalt	181 20	55	Pequot Rd	180' n of Pequot Rd	Massasoit Rd
3/20/201	Public	Local- Thru Street	Hot Mix Asphalt		50	180' n of Pequot Rd	Wessagussett Rd	Massasoit Rd
1/31/201	Private	Local- Dead End	Hot Mix Asphalt		51	819' W Of Forest St	Forest St	Massapoag St
3/2/201	Public	Local- Dead End	Hot Mix Asphalt	1,051 25		Cul-De-Sac	Butler Rd	Marks Rd
2/3/201	Public	Local- Thru Street	Hot Mix Asphalt		56	Colasanti	Rinaldo Rd	Marion Rd
2/6/201	Public	Local- Dead End	Hot Mix Asphalt	369 17	72	Cul-De-Sac	Campbell St	Marine Rd
2/6/201	Public			742 30	63	Victoria Ave	Union St	Marie Ave
1/31/201	Public	Local- Thru Street	Hot Mix Asphalt	122 20	57	68' N of Chandler St	Camp St	Manzanetta Ave
3/20/2017	Public	et			55	Wadaga Rd	Grand View Rd	Manomet Rd
2/23/201	Public				58 1	Dead End	Oak St	Mandalay Rd
3/6/201	Public	Local- Dead End		775 21	57	Dead End	Suwanee Rd	Manatee Rd
1/26/201	Public	Local- Thru Street			74	Filomena St	Broad St	Madison St
2/22/201	Private	Local- Dead End		212 22	62	Circuit Rd	Macdougal Ct #2	Macdougall Ct
2/22/201	Public	Local- Dead End			62	Macdougal Ct #2	Pieasant St	Macdougall Ct
	Public	Local- Dead End		612 20	72	Dead End	Macdougal Ct	Macdougall Court #2
2/23/2017	Private				62	Dead end	Pine St	Longmeadow Rd
2/3/201	Private	Local- Thru Street		374 16	66	lvy Rd	Pond St	Longfellow St
1/18/2017	Public				53	Dead End	Appletree La	Lone Pine Path
2	Private			694 18	74	Dead end	Park Ave	Lockewoods Dr
	Public	et			46	355' N Of Evans St	Delorey Ave	Lochmere Ave
2/6/2017	Private			,706 28	51 1	Lintric Dr (Loop)	Union St	Lintric Dr
2/22/201	Public			485 24	55	Circuit Rd	Burkhall St	Linnway St
3	Public			384 17	52	40' S of Dead End	Common St	Lindbergh Ave
	Public	1	Hot Mix Asphalt	769 2	74	Neck St Southerly	North St	Lincoln St
3/8/201	Private	Local- Thru Street	2 Hot Mix Asphalt	483 2	50	Dead end	Emeline Rd	Lillian Rd
DtSurv	Owner	Functional Classification Owner DtSurvey	Pavement Type	PCI Length Width	PCI Le	To Segment	From Segment	Name
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Name Rosemont Rd Rosina Rd	From Segment Bridge St Pleasant St	To Segment Evans St 524' E Of Pleasant St	PCI 72 49	PCI Length Width 72 959 26 49 524 24		Pavement Type Hot Mix Asphalt Hot Mix Asphalt	Functional Classification Owner DtSurvey Local- Thru Street Public 2/3/20: Local- Dead End Public 3/2/20:	Owner Public Public	DtSurvey 2/3/2017 3/2/2017
Rosina Rd	524' E Of Pleasant St	Dead End	57	157		Hot Mix Asphalt		Private	
Russell Rd	Union St	Central St	50	966	7	Hot Mix Asphalt	et	Public	. 1
Russell Whiting Way	Lake St	Randall Ave	49	587		Hot Mix Asphalt		Public	
Ryans Way	Samoset St	Cul-De-Sac Loop	64	383		Hot Mix Asphalt	Local- Dead End	Public	
Ryder Rd	Windsor St	West St	4 0	1,460		Hot Mix Asphalt	et	Public	
Samoset St	Forest St	Wampum St	61	563	27	Hot Mix Asphalt	Local- Dead End	Private	
Samoset St	Wampum St	Ryans Wy	73	430		Hot Mix Asphalt	Local- Dead End	Private	. 1
Sandra Ln	Ingrid Rd	Cul-de-sac	74	631		Hot Mix Asphalt		Public	1/30/201
Saning Rd	North St	Dead End	74	1,136	24 I	Hot Mix Asphalt	Local- Dead End	Public	
Sargent Rd	Columbian St	Dead End	60	444		Hot Mix Asphalt		Public	2/28/201
Saunders St	Evans St	Dead End	63	716		Hot Mix Asphalt	Local- Dead End	Public	. !
Sawtelle St	Fort Point Rd	Dead End	48	323		Hot Mix Asphalt	Local- Dead End	Public	3/21/201
Sawyer Rd	Lane Ave	Dead end	44	553		Hot Mix Asphalt	Local- Thru Street	Private	
School St	Commercial St	Myrtle St	74	641		Hot Mix Asphalt	Local- Dead End	Public	1/18/201
Sea Captain'S Waye	Pond St	Cul-De-Sac	73	378	26	Hot Mix Asphalt	Local- Dead End	Public	
Sea St	Bridge St	Babcock Ave	50	1,210		Hot Mix Asphalt	Collector	Public	3/20/201
Sea St	Babcock Ave	Fore River Ave	54	859		Hot Mix Asphalt	Collector	Public	i
Sea St	North St	Bridge St	<u>6</u> 4	1,509	45	Hot Mix Asphalt	Minor Arterial	Public	2/3/201
Sears Rd	Pine St	Cul de sac loop	72	315	 -	Hot Mix Asphalt	Local- Dead End	Private	i
Seawitch Lane	Blackhawk Rd	Delia Walker Ave	68	250		Hot Mix Asphalt	Local- Thru Street	Private	2/22/2017
Seminole Ave	Dead End E	Dead End W	69	1,470	20	Hot Mix Asphalt	Local- Dead End	Public	1/30/201
Shady Ln	Mason St	550' S of King Philip St	71	309	<u></u>	Hot Mix Asphalt	Local- Dead End	Private	2/28/201
Shady Ln	550' S of King Philip St	King Philip St	71	554	 -	Hot Mix Asphalt	Local- Dead End	Public	2/28/201
Shaw St	Neck St Southerly	Green St	55	578	26	Hot Mix Asphalt	Local- Thru Street	Public	1
Shawmut Ave	Shawmut St	Dead End	57	437		Hot Mix Asphalt	Local- Dead End	Public	1
Sheri Lane	Thicket St	Chelsey Way	72	1,454		Hot Mix Asphalt	Local- Thru Street	Private	1
Sheri Lane	Chelsey Way	Sheri Ln (N)	74	1,729	27	Hot Mix Asphalt	Local- Thru Street	Private	
Shore Dr	Grand View Rd	Willow Ave	69	401		Hot Mix Asphalt	Local- Thru Street	Public	3/20/201
Short St	Ralph Talbot St	Dead End	58	228		Hot Mix Asphalt		Public	2/23/2017
Simonds Ln	Western Ave	Cul-de-sac	67	322		Hot Mix Asphalt	Local- Dead End	Public	2/24/201
Skelley Ave	Humphrey St	Lake St	55	640		Hot Mix Asphalt		Public	
Skelley Ave	Lake St	Dead End	66	348		Hot Mix Asphalt	Local- Dead End	Private	
South Ave	East St	Endicott St	66	485	25	Hot Mix Asphalt	Local- Thru Street	Private	
Southern Ave	West St	Dead Nd	63	2,184		Surface Treated	Local- Dead End	Public	2/24/2017
Sportsmens Way	Tirrell St	Dead End	59	350		Hot Mix Asphalt	Local- Thru Street	Private	1/20/2017
Spring St	Broad St	Essex St	57	966	23	Hot Mix Asphalt		Public	1/18/2017
St. Anne Rd	East St	Hanian Dr	47	977	>	Hot Mix Asphalt	Local- Thru Street	Public	
									1

Name	From Segment	To Segment	PCI L	PCI Length Width	Pavement Type	Functional Classification Owner DtSurvey	Owner	DtSurvey
VVOOGFOCK KG	490' N of Moore Rd	Moore Rd	36	491	30 Hot Mix Asphalt	Local- Thru Street	Private	Private 3/2/2017
Woodrock Rd	Washington St	254' S of Washington St	55	254	29 Hot Mix Asphalt		Private	Private 3/2/2017
Worster Terrace	Prospect St	Dead End	45	254	12 Hot Mix Asphalt		Private	Private 1/27/2017
Wright St	White St	85' w of Cul de sac	71	71 579	22 Hot Mix Asphalt		Public	Public 2/23/2017
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Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

INITIAL COMPLIANCE CERTIFICATION TOWN OF WEYMOUTH RALPH TALBOT PRIMARY SCHOOL

This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "MSBA") and have been invited to participate in the MSBA's Accelerated Repair Program. The MSBA will not consider a district to be eligible for a school building grant until the district has properly submitted an Initial Compliance Certification in the form and manner prescribed by the MSBA. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the following statements, acknowledgements, agreements, and representations. The Eligible Applicant shall also have a continuing duty throughout a Proposed or Approved Project to inform the MSBA in writing when it becomes aware of information that impairs the truth, completeness, or accuracy of any of the following statements, acknowledgements, agreements, or representations. The MSBA's reference to certain regulations, policies, procedures. guidelines, and standards, or portions thereof, in this ICC shall not be construed in any way as a waiver of any other regulations, policies, procedures, guidelines, or standards and the MSBA's reference to a portion of a regulation, policy, guideline, or standard shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

- 1. The Town of Weymouth ("District") hereby certifies that it shall remain in compliance with the provisions of (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 et seq., and (d) all other applicable statutes, rules, policies. procedures, guidelines, and standards of the MSBA, including, without limitation. the rules of the MSBA's Accelerated Repair Program set forth in the attached Exhibit A.
- 2. The District hereby acknowledges and agrees that the Accelerated Repair Program is a discretionary program based on need, as determined by the MSBA. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed Accelerated Repair project or any other purpose except at the sole discretion of the MSBA.
- 3. The District hereby acknowledges and agrees that the eligible scope of Projects funded through the Accelerated Repair Program shall be determined by the MSBA.

Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

INITIAL COMPLIANCE CERTIFICATION TOWN OF WEYMOUTH RALPH TALBOT PRIMARY SCHOOL

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Deborah B. Goldberg Chairman. State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

- 4. The District hereby acknowledges and agrees that the MSBA will not award any incentive reimbursement points for Accelerated Repair Projects, and the reimbursement rate for any Accelerated Repair Projects approved by the MSBA will be the District's base reimbursement rate as determined by M.G.L. c. 70B § 10.
- 5. The District hereby acknowledges and agrees that it has demonstrated and shall continue to demonstrate a commitment to maintaining its existing educational facilities with the existence of (1) a capital maintenance program, (2) an ongoing financial commitment towards maintenance, and (3) dedicated professional staff to manage and direct the District's participation in the Accelerated Repair Program.
- 6. The District hereby agrees that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has been and will remain in use as a public K-12 school facility, serving public school students, for the useful life of any repair project in which the MSBA may participate.
- 7. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program (a) is structurally, functionally, and educationally sound, except of the condition of its roof, windows, and/or boilers, to the extent noted in the Statement of Interest. (b) that no other known deficiencies exist in addition to those identified in the Statement of Interest, and (c) that all other building systems are operational, safe, and adequate for the delivery of the required educational program, or that, if there are other conditions that may impair the structural, functional, and educational integrity of the school building, the District has notified the MSBA in writing prior to the execution of this Initial Compliance Certification and such written notification is attached hereto.
- 8. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has sufficient space to deliver the District's required educational program.
- 9. The District hereby agrees to comply with M.G.L. c. 70B and 963 CMR 2.00 et seq. and work in collaboration with the MSBA in all phases of the process, including: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope(s) and budget(s). (e) implementing a solution(s) as agreed upon, and (f) the final project audit(s) and close-out(s). The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, the District must work with the MSBA through all phases of the MSBA's process including, at

Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

a minimum, the phases described above, to the satisfaction of the MSBA. The District hereby further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair of school facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.

- The District hereby acknowledges and agrees that it will comply with the MSBA's Accelerated Repair Program consultant assignment policy and use the MSBA's prequalified owner's project managers and designers that were procured by the MSBA for the Accelerated Repair Program and will be assigned to each Accelerated Repair Project by the MSBA. The District further agrees to use the MSBA's standard Accelerated Repair Program contracts for owner's project manager services and designer services.
- 11. The District acknowledges and agrees that, within ten months of the date upon which the Board of Directors votes to invite the District to participate in the Accelerated Repair Program, the District will fulfill every obligation that is required by the District for the MSBA Board of Directors to consider the District's Proposed Project for Approval. If the District fails to fulfill these obligations within that ten month period, the MSBA may, in its sole discretion, extend the period by a further two months. However, if the District fails to fulfill the obligations the MSBA may. in its sole discretion, remove the District from the Accelerated Repair Program.
- 12. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 and as required by the provisions of M.G.L. c. 70B, § 8 and 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
- 13. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA for the school facility, are not the result of negligence; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District: are not the result of lack of adequate routine or capital maintenance by the District; and, are not covered by available insurance proceeds.
- 14. The District hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the potential project that is necessary to meet the total project budget for the Accelerated Repair project, as agreed to by the MSBA and as

Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald Chief Executive Officer Executive Director / Deputy CEO

John K. McCarthy

described in 963 CMR 2.10 (10)(c) and shall use any standard language established or developed by the MSBA to draft local warrant articles, motions, orders, votes, and ballot questions related to the funding for the proposed Accelerated Repair projects.

- 15. The District hereby acknowledges and agrees that, in connection with a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, it shall use any standard forms, standard formats for local votes and approvals, standard contract documents, and any standard contract language and clauses that may be established or developed by the MSBA and as may be amended by the MSBA from time to time.
- 16. The District hereby acknowledges and agrees that it shall submit to the MSBA, and comply with the terms of, any certifications, statements, forms, and affidavits that the MSBA may require for a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, and that any such certifications, statements, forms, and affidavits shall be prepared, executed, and submitted in a form and manner prescribed by or otherwise acceptable to the MSBA.
- 17. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA for a proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program until after a Project Funding Agreement has been fully executed by duly authorized representatives of both the District and the MSBA.
- 18. The District hereby acknowledges and agrees that it may make monthly requests for reimbursement to the MSBA for an Approved Project, but it shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the District hereby agrees that it shall hold that request until such time as it can meet the \$50,000 threshold.
- 19. The District hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the MSBA. The District hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.

Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

- 20. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program is not a school that has been the site of an approved school project pursuant to M.G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the submission of the Statement of Interest, respectively, or that the proposed Accelerated Repair project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the MSBA in its sole discretion shall make the final determination as to whether a proposed Accelerated Repair project is unrelated to a previously approved project in the same school building and that any such determination shall be in writing.
- 21. The District hereby certifies that prior to submitting its Statement of Interest for the school that is the subject of the proposed Accelerated Repair project, it has not sold. leased, closed, or otherwise removed from service any school building or facility, or portion thereof, within the last ten (10) years, or that, if it has done so, the District has notified the MSBA in writing and the MSBA has determined in writing. pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the proposed Accelerated Repair project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that the MSBA in its sole discretion shall make the final determination about whether a proposed Accelerated Repair project or Approved Project replaces a school facility that was sold, leased, closed, or otherwise removed from service.
- 22. The District hereby acknowledges and agrees that, if it sells, leases, closes, or otherwise removes from service an Assisted Facility, or portion thereof, that the MSBA may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the MSBA, and may decline to approve any future grants.
- 23. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the District shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
- 24. The District hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.
- 25. The District hereby certifies that it is unaware of any lawsuit pending against the MSBA to which the District is a party and further certifies that it is unaware of any

Deborah B. Goldberg Chairman, State Treasurer Tames A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

other lawsuits pending against either the District or the MSBA in relation to the District's Statement(s) of Interest, proposed Accelerated Repair project, or any Approved Project.

- 26. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the MSBA, may result in the MSBA rescinding its Total Facilities Grant or the suspension, termination, or recoupment of reimbursement payments made by the MSBA to the District.
- 27. The District hereby certifies that it has a school specific Multi-Hazard Evacuation Plan for each school under the superintendent's supervision and is in compliance with Section 363 of Chapter 159 of the Acts of 2000.
- 28. The District hereby acknowledges and agrees that if the District and the MSBA execute a Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste, and abuse detection and prevention program in connection with any proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program, if any, and develop written procedures to detect and prevent fraud, waste and abuse.
- 29. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for any proposed Accelerated Repair project or any Approved Project that is part of the Accelerated Repair Program is designated as a Massachusetts Certified Public Purchasing Official ("MCPPO") for design and construction contracting in the MCPPO Program as administered by the Inspector General of the Commonwealth of Massachusetts.
- 30. The District hereby acknowledges and agrees that any Approved Project that is part of the Accelerated Repair Program for which the District is seeking partial funding from the MSBA shall materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program.
- 31. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any false or intentionally misleading information or documentation is submitted to the MSBA by or on behalf of the District either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the MSBA or if the District or its agents do any other act affecting the integrity of the MSBA's Program, the MSBA may permanently revoke any and all grant payments due to the District; may recover any previous payments made to the District; and, may prohibit

Deborah B. Goldberg Chairman, State Treasurer James A. MacDonald

John K. McCarthy Chief Executive Officer Executive Director / Deputy CEO

the District from receiving a Total Facilities Grant for a period of time to be determined by the MSBA.

- 32. The District hereby acknowledges and agrees that the MSBA shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to Projects under the Accelerated Repair Program by the District and that the MSBA shall have full and complete access to all information and documentation relating to the Projects to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the MSBA in all matters related to the Projects; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the MSBA; to fully, accurately and promptly complete all forms and writings requested by the MSBA; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the MSBA. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the MSBA in all matters related to the Project and as provided herein: that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the MSBA as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the MSBA shall bear no liability whatsoever arising out of the MSBA's knowledge or receipt of information communicated to the MSBA by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Projects.
- 33. The District has exercised due diligence in ascertaining and certifying the truth. completeness, and accuracy of each of the statements, acknowledgements, agreements and representations contained in this Initial Compliance Certification
- 34. The District hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

Deborah B. Goldberg Chairman, State Treasurer

James A. MacDonald Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By: Robert L. Hedlund

Title: Chief Executive Officer

Date: July 11, Zoiq

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

Lie: Superintendent of Schools

Date: July 11, 2019

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By: Lisa Belmarsh

Title: Chair of the School Committee

Date: July 11, 2019

TOWN OF WEYMOUTH PUBLIC HEARING LEGAL NOTICE

The Town Council of the Town of Weymouth will hold a Public Hearing on Tuesday, February 18, 2020 starting at 7:30 P.M. at the Town Council Chambers, 75 Middle Street, Weymouth, MA to consider the following authorization in accordance with the Town Charter, Chapter 2 Section 9-C

7:43 PM - 20 011- Borrowing for costs associated with replacing the Ralph Talbot Primary School Boiler

ORDERED: that the Town appropriates the amount of One Million Dollars (\$1,000,000.00) for the purpose of paying costs of the complete removal and replacement of the Ralph Talbot Primary School's original boiler system located at 277 Ralph Talbot Street, South Weymouth, Massachusetts 02190, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, said sum to be expended under the direction of the Town of Weymouth Construction Steering Committee, and to meet said appropriation of the Town of Weymouth's Chief Financial Officer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L Chapter 44, or any other enabling authority, and that the Town of Weymouth acknowledges that the Massachusetts School Building Authority ("MSBA") grant program is a non-entitlement. discretionary program based on need, as determined by the MSBA, and any Project costs the Town of Weymouth incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town of Weymouth; provided that any grant that the Town of Weymouth may receive from the MSBA for the Project shall not exceed the lesser of (1) Fifty Six point Two Six Percent (56.26%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town of Weymouth and the MSBA.

Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with M.G.L. c. 44, ss20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount."

"This publication is subject to the disclaimer set forth at length in Section 2-305 of the Code of Ordinances."

A True Copy. ATTEST:

Kathleen A. Deree Town Clerk February 7, 2020

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