


COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a): City of Somerville		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs	
		MMARS Department Code: ENV	
Legal Address: (W-9, W-4,T&C): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 100 Cambridge Street, 9 th Floor, Boston, MA 02114	
Contract Manager: Luisa Oliveira		Billing Address (if different):	
E-Mail: loliveira@somervillema.gov		Contract Manager: Melissa Cryan	
Phone: (617) 625-6600	Fax:	E-Mail: melissa.cryan@state.ma.us	
Contractor Vendor Code: VC6000192138		Phone: (617) 626-1171	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: ENV 19 DCS 02	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$400,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Prospect Hill Park Phase 2, PARC #27: The project will include the incorporation of accessible, large-scale historic interpretation features into the park's physical design and ecological restoration and landscape management, in accordance with the terms of the PARC Grant Program and application filed by the City of Somerville, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 2. may be incurred as of July 1, 2019 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2020 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: <u>2/19/2019</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>JOSEPH A. CURTATONE</u>		Print Name: <u>William Nichols</u>	
Print Title: <u>MAYOR</u>		Print Title: <u>Director of Finance</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

Prospect Hill Park Phase 2, PARC #27: The project will include the incorporation of accessible, large-scale historic interpretation features into the park's physical design and ecological restoration and landscape management, in accordance with the terms of the PARC Grant Program and application filed by the City of Somerville, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY20 Construction				\$400,000
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$400,000

MAXIMUM OBLIGATION

\$400,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

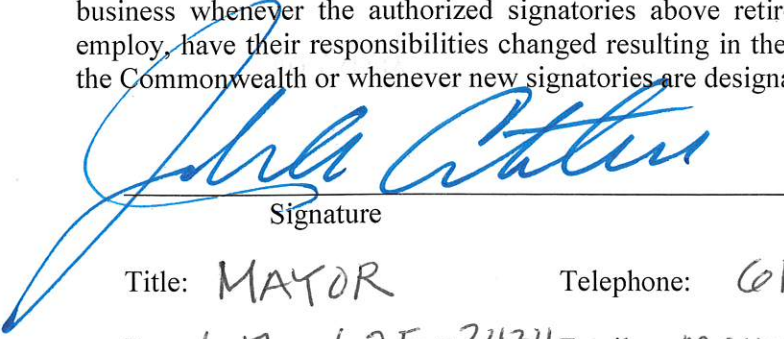
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
JOSEPH A. CURTATONE	MAYOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 2/19/2019

Title: MAYOR Telephone: 617-625-6600
Fax: 617-625-3434 Email: mayor@somervillema.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: CITY OF SOMERVILLE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192138

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

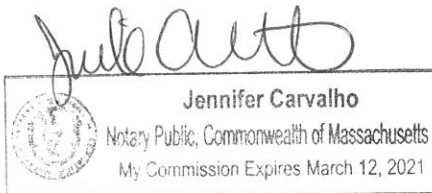
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, JENNIFER CARVALHO (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

FEBRUARY 19, 20, 2019.

My commission expires on:



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

**PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES
PROGRAM
PROJECT AGREEMENT**

Made this 19 day of FEB, 2019 between the City of Somerville, with an address of 93 Highland Avenue, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

Premises: Approximately 1.63 acres of land including any buildings thereon located at 0 Munroe Street in the City of Somerville, Middlesex County, Massachusetts. For Participant's Title, see Book 2099 & 2904, Page 168, 567, in the Middlesex County Registry of Deeds, at 208 Cambridge Street, Cambridge, MA 02141.

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Parkland Acquisitions and Renovations for Communities (PARC) Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

Prospect Hill Park Phase 2, PARC #27: The project will include the incorporation of accessible, large-scale historic interpretation features into the park's physical design and ecological restoration and landscape management,

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$400,000 (Four hundred thousand dollars).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts PARC Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project

proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received PARC funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** hereby covenants and agrees that the **PROJECT**, including the property and any and all associated facilities and improvements, shall be devoted to park, recreation and/or conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that

payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the **PROJECT** area. Failure to do so shall not impair the validity or enforcement of the agreement. The **PARTICIPANT** agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the **PROJECT** area.

COMMONWEALTH OF MASSACHUSETTS

BY _____

Secretary, Executive Office of
Energy and Environmental Affairs

DATE: _____

PARTICIPANT

BY  _____

Joseph Curtatone, Mayor

PARK, RECREATION, OR
CONSERVATION COMMISSION

BY  _____
 _____
 _____

DATE: _____

2/20/19

Attached hereto evidence of authority to execute this agreement on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above. In addition, a park boundary map is attached that accurately reflects the property that is protected through the receipt of the PARC grant award.

payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

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COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY _____

Secretary, Executive Office of
Energy and Environmental Affairs

BY  _____

Joseph Curtatone, Mayor

DATE: _____

**PARK, RECREATION, OR
CONSERVATION COMMISSION**

BY 


DATE: 2/20/19

Attached hereto evidence of authority to execute this agreement on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above. In addition, a park boundary map is attached that accurately reflects the property that is protected through the receipt of the PARC grant award.

Executive Office of Energy and Environmental Affairs / Division of Conservation Services
GIS Data Entry Form

Land Acquisition Programs

1. Contact Person: LUISA OLIVEIRA
617-625-6600 x2529

(telephone number)

2. Grant program:
 LAND (Formerly Self-Help)
 PARC (Formerly Urban Self-Help)
 Conservation Partnership
 Drinking Water Supply Protection
 Land and Water Conservation Fund
 Landscape Partnership
 Conservation Land Tax Credit
 Other _____

3. Municipality: Somerville
Project number: PARC # 27

4a. Fee owner: City of Somerville
(holder of the deed: Municipality, Land Trust, etc.)
Site name: Prospect Hill Park

4b. Manager (if different from fee owner): Parks & Open Space, OSPCD
(Conservation Commission, Parks Dept., Water Dept., etc.)

5. *Conservation Restriction held by: _____
**Complete only if land is encumbered by a Chapter 184 section 31-33 Conservation Restriction.*
How was restriction obtained? : gifted exacted by regulation purchased

5. Assessor's Information 80 E 6
(map) (block) (lot)

6. Registry Information City of Somerville 11-9-1989 & 7-10, 1901
(name) (date recorded)

2699 & 2904 168; 567 233; 132 plan 1
(deed book) (page) (plan book) (page)

7. Acreage: 1.63

8. Primary Use: (select one)

Conservation
 Recreation
 Both Conservation and Recreation
 Water Supply Protection
 Agriculture
 Historic/Cultural
 Other _____

Public Access:

Public
 Public, residents only
 Public, seasonal
 None
 Other (please explain)

The applicant must provide to the Executive Office of Environmental Affairs GIS Center materials that will accurately represent the site in the state's open space data layer. These materials include:
1. A copy of a USGS topological map with the site accurately drawn on it.
2. A copy of the site plan and/or a survey plan if available (required for exacted conservation restrictions). *(also available as PDF)*

The EEA GIS Center will attempt to add the site to the open space data layer using these materials but may request additional materials from the grantee if the materials provided are not at an appropriate scale or are not sufficiently clear to support conversion to digital data that conform to the EEA GIS Center's data standards.

Topographical maps can be purchased at many book stores, or can be printed by using OLIVER, MassGIS's free and easy-to-use online map data viewer:
<http://tinyurl.com/oliverqusgsquadbase>

Please call Ben Smith at the EEA GIS Center 617.626.1076 with any questions or for assistance with this form.

Prospect Hill Park, Somerville



DEAR GIS Person -
 Please note that
 the southern portion
 delineated here is
 NOT Prospect Hill
 Park. It is
 Corbett - McKenna
 Park.

Call Luisa Oliveira
 617 625 6600 x
 25299
 w/ questions.
 Thank you.