TOWN OF MEDFIELD



MEETING NOTICE

	POSTED:
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ı	TOWN CLERK

TOWN OF MEDFIELD. MASS

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

OFFICE OF THE
TOWN CLERK

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room 2 nd floor	Thursday May 4, 2017 @ 7:00 PM

AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to order

Disclosure of video recording

Announcement: We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

APPOINTMENT

7:00 PM Medfield Energy Committee; present to the Selectmen citation signed by Governor Baker Recognizing Medfield as a Green Community and the Green Communities grant check

7:10 PM Medfield Lions member Ron Gustavson

Requests permission to hold the annual "Lions Toll Booth" fundraiser on Saturday May 13, 2017

7:15 PM Police Chief Meaney and Director of Public Works Maurice Goulet
Discuss traffic calming

Citizen Comment

ACTION ITEMS

Selectmen are requested to vote to authorize Town Administrator Sullivan sign Chapter 90 10 year contract Discuss legal restrictions on influencing a ballot question

Discussion regarding Veterans' Service Agent position and duties

Selectman Murby wishes to discuss Board of Selectmen policies on residents' inquiries

Discussion regarding access road at state hospital site

Approve and sign June 25, 2017 Car Show contract to be held at state hospital site

PENDING ITEM

Continued discussion regarding the fire chief selection committee

Friends of the Dwight Derby House request a date change from May 6 to May 20 for New n' Town's one-day liquor license

CONSENT AGENDA

LICENSES AND PERMITS

Friends of the Medfield Library request a one-day wine permit for the Grand Opening of the relocated Bookstore on Tuesday May 30, 2017 7-9PM. Additionally request permission to post signs promoting the event

The Gazebo Players of Medfield will perform The Merchant of Venice on July 22 and 23. They are very excited to announce a new location for the event, Rocky Woods. Request permission to post signs two weeks prior promoting the event

Memorial Day Committee requests parade and discharge of firearms permits for Monday May 29, 2017. Selectmen are cordially invited to participate in the parade and ceremony

Resident Chris McCue requests permission to post signs advertising the annual Zullo Art Festival on Saturday June 10, 2017 two weeks prior to the event

TOWN ADMINISTRATOR UPDATE

SELECTMEN REPORTS

INFORMATIONAL

Resident Colleen Sullivan's comments regarding the proposed ALS study committee Selectmen's Association Regional Meeting to be held Wednesday May 24 11:30 to 1:30 at the MMA Office, Boston

Information from Medfield Conservation Committee

Notice from ENSTRAT, Inc. regarding Release Abatement Measure Plan for property at 100 North Meadows Road submitted to DEP

Signature

Date



Commonwealth of Massachusetts

Be it hereby known to all that the:

Town of Medfield

Having met the criteria established pursuant to Massachusetts General Law, Chapter Twenty-five A, Section Ten, has been officially designated as a:

Green Community

By the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs, Department of Energy Resources with all rights and privileges conferred upon it by the Green Communities Division.

DESIGNATION DATE: February 1, 2017

Charles D. Baker

Governor

Matthew A. Beaton

Secretary.

Energy and Environmental Affairs

Karyn E. Polito Lieutenant Governor

Judith F. Judson

Commissioner

Department of Energy Resources



\$146,815.00 amount of Grant Check

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). 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.

	The state of the s		
CONTRACTOR LEGAL NAME: Town of Medfield	DEPARTMENT NAME: Massachusetts Department of Transportation		
(and d/b/a):	MMARS Department Code: DOT		
<u>Legal Address</u> : (W-9, W-4,T&C): 459 Main Street Medfield, MA 02052	Business Mailing Address: 10 Park Plaza, Boston, MA 02116		
Contract Manager:	Billing Address (if different):		
E-Mail:	Contract Manager: Michelle Ho		
Phone: Fax:	E-Mail Michelle.Ho@state.ma.us		
Contractor Vendor Code: : VC6000191875	Phone: 857-368-8895 Fax: 857-368-0661		
Vendor Code Address ID (e.g. "AD001"): AD001 . AD001	MMARS Doc ID(s): INTF00X02018S0050878		
(Note: The Address Id Must be set up for <u>EFT</u> payments.)	RFR/Procurement or Other ID Number: Chapter 90		
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30</u> , 20 17 . Enter Amendment Amends (or "no change")		
Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) X Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) Amendment to Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)		
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed X MassDOT Terms and Conditions Commonwealth Terms and Conditions For H			
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 MassDOT/Commonwealth owed debts under 815 CMR 9.00. X_ 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.) Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended).			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 20 days% PPD; Payment issued within 20 days% PPD; Payment issued within 20 days% PPD; Payment issued within 30 days% PPD. If PPD percentages are left blank, identify reason:agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); x_ 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			
years. Please note MMAS document identifiers have been adjusted.	g documentation and justifications.) Extending the original Chapter 90 Contract for 10 more		
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: _X_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. _2. may be incurred as of, 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. _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 and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2027, 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 MassDOT 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: X:			

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: CONTRACTOR VENDOR/CUSTOMER CODE: VC

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

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.

		Date:	
	Signature	<u> </u>	
Title:		Telephone:	
Fax:		Email:	
	[I isting can a	not be accepted without all of this i	nformation completed 1

[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.

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC
PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures for all signatories listed on the attached Contractor Authorized Listing

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

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: (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:		
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,	Signatory's full legal name (print o	or type):
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,	Title:	
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,		
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS: I,	X	
I,	Signature as it will appear on contract	et or other document (Complete only in presence of notary):
I,		
I,		
	AUTHENTICATED BY NOTARY	OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:
		VOTE DAY
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:	aforementioned signatory above and	I verified the individual's identity on this date:
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	
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:		
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:	wry commission expires on.	AFFIX NOTARY SEAL
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:		
authorized signatory for the Contractor on this date:	I,aforementioned signatory above, tha	(CORPORATE CLERK) certify that I witnessed the signature of the t I verified the individual's identity and confirm the individual's authority as an
AFFIX CORPORATE SEAL	, 20	.
AFFIX CORPORATE SEAL		
		AFFIX CORPORATE SEAL

"dpw@ci.worcester.ma.us" <dpw@ci.worcester.ma.us> Cc: "Warren, Gary (DOT)" <gary.warren@state.ma.us>

Dear Sir/Madam:

This is a follow up to the e-mail I sent a couple of weeks back in regards to the new Chapter 90 10 Year Contract. The attachments contain two documents: the contract form and the signatory form.

When opening up the contract form there are 377 letters to all the towns in the Commonwealth. Please find the contract for your specific town and print it out. Be careful to select the correct town and not to print out the entire document.

Please complete both documents and mail them to the me at the District as soon as possible so I can turn these over well before the deadline of June 15.

I have cut and pasted the e-mail I mailed last week below.

Thanks,

Michael O'Hara

District 3 – State Aid Engineer

MassDOT- Highway Division

403 Belmont Street

Worcester, MA 01604

508-929-3944

Michael.O'Hara@dot.state.ma.us

Dear Sir/Madam:

The purpose of this email is to inform you of a few details regarding the MassDOT's Chapter 90 Project Reimbursement program.

The Chapter 90 program has a 10-year lifespan and the current contract between MassDOT and your municipality expires at the end of state fiscal year 2017 (June 30, 2017). This milestone will not involve any reduction in the available balance that your municipality may have – the remaining balances will be rolled-over into the extended 10-year contract.

There are two important pieces of information that you should be aware of as we start this process:

Extending the 10-year Chapter 90 Agreement

The District Office will be sending each municipality a "MassDOT Standard Contract Amendment Form" and a "Contractor Authorized Signatory Form" to be signed by the signatory authority at your municipality. Please return the signed package to the District Office by Thursday June 15, 2017. This Contract (currently in the draft stage) will outline the procedures and obligations and it will extend the existing contract by another 10 years, running from July 1, 2017 to June 30, 2027. As this is a rate contract, the new FY18 apportionment funds will not be included on the Standard Contract Amendment Form. This amount and any other changes to the Chapter 90 program will be forthcoming in a subsequent correspondence as the amounts become available.

Assigning New Account Numbers for Payments Incurred in FY18

All FY17 ongoing work invoices will continue to be paid following validation through Friday August 18, 2017. The new contract document identifiers will be created by then and the 5 digit contract numbers that are assigned to each municipality will remain the same. Once the Chapter 90 Bill is signed, MassDOT will add the FY18 apportionment in each new contract. The unexpended balance of each contract will then roll over to the new document identifier the first week of September.

Please feel free to e-mail or call me if you have any guestions.

Maurice G. Goulet Director of Public Works

Medfield, Massachusetts

Department of Public Works

55 North Meadows Road Medfield, MA 02052 (508) 359-8597 office (508) 359-4050 fax mgoulet@medfield.net www.town.medfield.net

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SECTION 34A. Section 4 of chapter 151B of the General Laws, as appearing in the 2014 Official Edition, is hereby amended by adding the following paragraph:-

20. For a local or state administrative, legislative or regulatory body or instrumentality to engage in a discriminatory land use practice. For the purposes of this paragraph, a "discriminatory land use practice" shall mean: (i) enacting or enforcing any land use regulation, policy or ordinance; (ii) making a permitting or funding decision with respect to housing or proposed housing; or (iii) taking any other action the purpose or effect of which would limit or exclude: (a) housing accommodations for families or individuals with incomes at or below 80 per cent of the area median income as defined by the United States Department of Housing and Urban Development; (b) housing accommodations with sufficient bedrooms for families with children; or (c) families or individuals based on race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, marital status, veteran status or membership in the armed forces, familial status, disability condition, blindness, hearing impairment or other handicap.

It shall not be a violation of this chapter if a local government entity whose action or inaction has an unintended discriminatory effect proves that the action or inaction was motivated and justified by a substantial, legitimate, nondiscriminatory, bona fide governmental interest and the complaining party is unable to prove that those interests can be served by any other practice that has a less discriminatory effect.

Meeting at MAPC RWR Matt Feher Andre Leroux Marc Draisen Liz Weyant Hi again....

I forgot to realize that you do not have background information on this topic.

I do not support the hiring of a full time Veteran Service Officer. This would be a waste of taxpayers money, especially knowing the veteran population is in rapid decline. However it is the law.

There are many ways that Medfield could comply with the law without hiring a full time person. Medfield has had time to even submit changes to the Law. The law ties this requirement to the towns full population not the veteran population. At the time 50+ years ago, when the law was made, the veteran population might have been a significant percentage of the towns population. Now it is perhaps 2%.

Other towns have hired full time employees whose primary function is providing veteran services but a secondary function as Chief Procurement Officer (Westwood). Others may have multiple responsibilities in the town, senior outreach, Volunteer coordinator, payroll, etc. etc.

Some towns share a veteran service officer. A good example of that is Needham, Wellesley, Wayland and Weston which together hire two full time VSO's that are shared by all four towns.

In Medfield's situation, the towns of Sherborn, Millis, Dover and Norfolk have populations under 12,000 so they are not required to provide full time services so there is little incentive for them to share expenses. Walpole has a full time VSO providing additional services to the community and has no incentive to join with Medfield.

It is a requirement that when towns pool resources that they share a common boundary.

So for the better part of five years I have supported the idea that the town should look to hire a veteran with other credentials desirable for the town, especially when filling any employment position in town. I have always agreed to step aside should that opportunity present itself.

So when others view this issue, they will conclude that the town has had the time but not the interest. By continuing my employment I have enabled the town to ignore the issue. (I was already the VSO when the town was served notice that they were non-compliant)

I hope this has been helpful.

Ron



Mike Sullivan <msullivan@medfield.net>

Veterans Service Officer position

2 messages

Vet Ron G HM <rgriffin@medfield.net>

Thu, Apr 27, 2017 at 10:32 AM

To: Mike Sullivan <msullivan@medfield.net>, Pete Peterson <osler.peterson@verizon.net>, Gus Murby <gmurby@earthlink.net>, Mike Marcucci <selectmanmarcucci@gmail.com>

Dear Selectman Pete Petersen, Mike Marcucci, Gus Murby and Town Manager Mike Sullivan

In October of 2015 I submitted my intention to retire at the end of that fiscal year. I gave advance notice so as to give the town time to prepare a solution to the states full time service officer requirement and to find a suitable replacement. When neither was accomplished by the end of that fiscal year, I agreed to continue in my position until December 2016 with the understanding that the town would be able to find a replacement and achieve state compliance by that time frame. Now the 2018 fiscal year is approaching and to the best of my knowledge there has been no advancement by the town to fill the position nor actions planned to secure compliance to the State's General Law.

This places me in the intolerable position to abandon my post, which I will do at the end of this fiscal year.

As the position of Veteran Service Officer carry's with it appointments to the Memorial Day Committee and Committee to Study Memorials, I am resigning from those committees as of July 1, 2017.

As the town moves forward to find solutions to serve it's veteran population I fear it will encounter difficulties. If the town tries to fill the position and not also meet compliance with State law, the appointment will be rejected by the State. In addition the state might freeze certain Veteran reimbursements through the Cherry Sheet until the town is in compliance. The State is under some pressures to take actions on the few communities that are not in compliance with State Law in providing Veteran Services. I fear Medfield will become the example used to prod other communities into compliance. I also fear that the veteran community statewide along with the media, will strongly vocalize and condemn the town for its non-actions to bring the town into compliance with the state law. I also fear the Town of Medfield will be depicted as hostile community to veterans. This will greatly sadden me, as I know the Town of Medfield is one of the most supportive veteran communities in the state.

It is also possible that none of my fears will materialize. However it is these undesirable real fears along with a strong concern to insure that the valuable services provided by this office continue without interruption that has motivated me to continue my duties throughout this past fiscal year.

Please understand, I regret the actions I am taking now. I trust you can agree that I have done all that I could to insure that an orderly transition of my position was achieved.

Until then, I remain at your service.

Ron Griffin Medfield Veteran Service Officer

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Gus Murby <gmurby@earthlink.net>

Thu, Apr 27, 2017 at 11:16 AM

Reply-To: gmurby@earthlink.net

To: Vet Ron G HM <rgriffin@medfield.net>, Mike Sullivan <msullivan@medfield.net>, Pete Peterson <osler.peterson@verizon.net>, Mike Marcucci <selectmanmarcucci@gmail.com>

Good morning, Ron,

Thanks for your message. This sounds like a topic that should be added to our next Selectmen's meeting.

Would you be able to provide Evelyn Clarke with a summary of the services that you have been providing to the veterans in town over the past year for our next meeting? It would be most helpful to know what the full range of services are, the number of veterans served, and the time required to provide those services over the course of the year.

All the best -

Gus

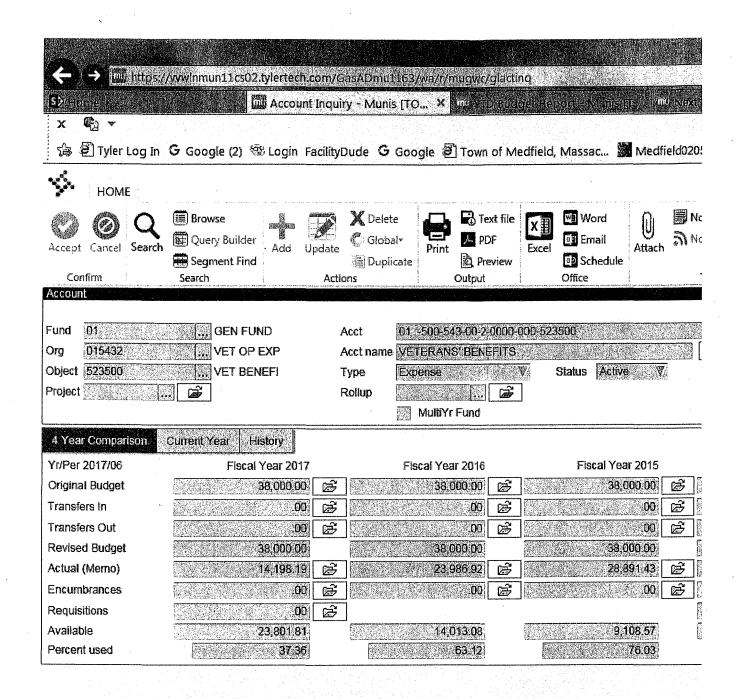
From: Vet Ron G HM [mailto:rgriffin@medfield.net]

Sent: Thursday, April 27, 2017 10:33 AM

To: Mike Sullivan; Pete Peterson; Gus Murby; Mike Marcucci

Subject: Veterans Service Officer position

[Quoted text hidden]



Subject - VSO Job description expansion - Office of Veteran and Community Services

I am very aware that the following is not within the context of my responsibilities and has not been solicited. However, it is being offered with the intent of advancing the town toward compliance with State Law requiring the Town of Medfield provide full time access to Veteran Service Officer services. I fully agree that the current Medfield veteran population is in rapid decline and not large enough to warrant full time services, however the law uses town population to determine the requirement. Last year I submitted a budget for a full time position and I have done so this year as well. So I would like to offer rational to expand the duties of the VSO, while preserving its primary function. I met with Warrant Committee member Tom Marie to discuss my 2018 budget proposal and essentially had this same conversation.

The VSO Position administrative overview

The veteran Service Officer must be the primary function of the VSO position, however others duties may be assigned. The VSO position must be occupied by a veteran. The VSO position requires subject knowledge and certification on general areas specific to veterans and their families. Providing knowledge and information the VSO identifies benefits and guides clients through various matrices toward acquiring them. The pathway mostly consists of benefit explanation, developing the correct documentation and delivering it to the correct resource. The VSO does not determine, deny or ratify benefits and is non judgmental in offering assistance to any individual. However, the VSO does administer Massachusetts Chapter 115 benefits.

Expanding VSO duties

Where much of a VSO's expertise is in subject explanation, documentation development and resource identification it is probable that these skills can be used on other non veteran related programs needed by the town's citizens. Generally NEEDS based programs do not require unique expertise and many community programs may only require the dissemination of information.

Needs based programs already exist that are managed by various town departments, sometimes under-utilizing the expertise of the person managing them. All to often, citizens are denied assistance because they simply do not know it exists. Often our citizens most in need of services are the least able to acquire them on their own. Because discussions about these services are provided in a confidential private setting, there is little visibility that these assisting services ever took place. Generally the community population who are not exposed to these services are seldom aware of the their need nor of their importance.

Each of you probably have had an experience with one of our citizens who had an issue and had no idea where to turn for help. My experience is that generally what is missing is an understanding of the problem. Yes, occasionally our bureaucratic systems do error and when they do, it is usually very difficult for an individual to correct.

In today's society, little can be accomplished without computer knowledge and internet access. Paper forms are now restricted and agency's often defer to web based solutions. More often computers are the decision makers and generating correspondence while the human analysis works to understand the computers choice rather than applying a solution. Often agency's do authorize electronic access to their systems that help identify individual issues.

There is a BOLD line that separates assisting in a situation and owning that situation. I do not propose that this position administer any benefit (other than Chapter 115). That bold line is too easily crossed due to a natural compassion that develops with the client. While it is appropriate to provide guidance toward appealing undesirable results, it is not appropriate to participate in the appeal as that would require specific professional expertise.

Development of VSO knowledge and skills can easily take more than a year. Knowledge development of non Veteran needs assistance will be substantially less. Identification of non veteran based services can be developed independently, but the following programs are offered as potential candidates.

Non- Veteran Needs based services already provided by Medfield

(The following is a collaboration list identified by Dawn Alcott, Chelsea Goldstein-Walsh, Cheryl Lavallee and Ron Griffin)

Assistance with filling out applications:

SNAP (formerly the food stamp program)

Mass Health

Other health insurance through health care connector

SSI/SSDI when appropriate

Department of Mental Health

Department of Developmental Services

SHINE (Medicare)

Fuel Assistance

Assistance with locating food resources:

SNAP

Medfield Food Cupboard

A Place to Turn Natick (individual or family can go every 2 months for 2 weeks of food with a new social service referral each time...we have many families involved in this United Way program and we do their referrals every two months)

Abundant Table

Home Delivered Meals (if over age 60) (this is common when a senior is in the home of a family we serve)

Assistance with financial help

SMOC Housing

Home Committee

Angel Run Fund (we screen many referrals for ARF...usually 2-5 per week)

Fuel Assistance (as SMOC representative for Medfield Community both MYO and COA do applications for residents)

Assistance with obtaining basic necessities (clothing, furniture, etc.)

New Life Home Refurnishing: (Furniture Resource)Must be referred by social service agency. That agency coordinates client visit on their behalf. This is a once in a life time referral...so it is a thorough and complete as possible process.

Dress for Success Boston: (Clothing) Social service agency referral needed. A woman returning to the work force or changing careers can get one interview suit/outfit and an additional outfit following hire.

Other agencies:

ARC of Southern Norfolk County (for respite funds to hire caregivers and other programs)

I hope you will consider the information provided as an opportunity to better utilize the VSO position to better serve all of our citizens.

Ron Griffin Medfield VSO

VETERANS' SERVICE OFFICER REPORT

To the Honorable Board of Selectmen and Residents of Medfield:

This is my seventh report as Veterans' Service Officer for the Town of Medfield having been appointed in September of 2010. During the year of 2016 I have been active providing informational support to our town veterans, their spouses and families seeking information on a variety of veteran's benefits. I advise these folks at my Town Hall Office, at the COA, inhome visits, telephone, email and through community contact all over town.

In October of 2015, I submitted a letter of intent to retire at the end of the 2016 fiscal year. When a replacement was not hired, I agreed to stay on until one was found. The town is required by state regulation to hire a full time Veteran Service Officer, even though the current veteran population of Medfield is under 430 and declining rapidly.

Despite being a part-time employee, I have been able to provide quick responses to those seeking assistance. Since assuming this position I have sought privacy to protect the sensitive and personnel information often required during counseling. In October my office was relocated to the ground floor complete with a door.

The Town's Selectmen voted in favor for the town to become a Commemorative Partner in recognizing, thanking and honoring all our Vietnam era veterans. The Federal program was initiated so that our society has another opportunity to acknowledge, those who served at the time of this unpopular war. "These proud Americans upheld the highest traditions of our armed forces" *Barack Obama*. Our first recognition ceremony was conducted during our Veterans Day Breakfast at the "The Center at Medfield". Senator James Timilty, Selectmen Mark Fisher and Pete Peterson, Town Administrator Mike Sullivan, Fire Chief William Kingsbury, Building Commissioner John Naff and COA Director Roberta Lynch on behalf of the Town of Medfield extended a personal thanks to forty Vietnam era veterans. Each recipient was provided a copy of Barack Obama's Vietnam Commemorative Proclamation as well as a special commemorative Vietnam Veteran Lapel Pin.

With much assistance from COA Director Roberta Lynch and numerous volunteers Medfield held a Veterans Breakfast on Veterans Day at "The Center at Medfield". About 80 attended the annual breakfast which was prepared by volunteers Tony Centori, Bill Kingsbury, Mike Sullivan, Tom Sweeney, Al and Ginny Allegretto and Mike La Francesca. The Medfield High School "Warriors for Warriors" club served the veterans their breakfast. Senator James Timilty, Representatives Denise Garlick and Shawn Dooley expressed their thanks to all veterans present as well as their families. Following breakfast the entire assembly was treated to a moving patriotic performance by The Singing Trooper Dan Clark and his lovely wife Mary.

The State of Massachusetts leads the country in providing support to its veterans. This year our legislatures passed another important piece of legislation that provides further opportunities to Massachusetts veterans. The 2016 Veterans Home Act establishes the office of State Veteran's Homes and Housing, provides a property tax exemption for surviving spouses whose veteran spouse died from a service connected event, expansion of scholarships for children of MIA's and POW's, increase pay for those in the reserves or Guard who are activated, assigns veterans as a protected class under the statue prohibiting discrimination in employment, allows towns to create veteran assistance programs that can be funded through citizen directed donations. In addition there were more than eighty veteran related bills considered by our federal legislators. Each bill generally introduces multiple unique veteran benefits. The challenge for VSO's today is to communicate and match those unique benefits to area veterans. While thousands of benefits exists, only one is guaranteed to every veteran and that requires their death.

Vine Lake Cemetery is the final resting place for more than 900 of our nations defenders from all eras. That includes twenty who served in the Militia before our nation was founded. Director of Veterans Graves and Markers, Frank lafolla places a flag at each veteran's grave-site prior to Memorial Day. The VSO supports the director of Veterans Graves and Markers by managing the Marker and Flag budget as well as maintaining the Veterans Grave directory. The VSO along with Funeral Director Tracy Mitchell insure that each new veteran occupant at Vine Lake receives a foot-stone and an appropriate service era flag marker. Vine Lake grounds received excellent care and attention through the efforts of devoted DPW caretakers Steve Dellacamera and Joseph Rebola.

Many Medfield veterans now get some or all of their Healthcare through the VA Boston Healthcare System. Despite national negative press regarding obtaining care at the VA, I have yet to hear any local complaint from any veteran that verifies those national concerns. Certainly care through regional VA facilities varies from facility to facility. The general consensus is that Boston area VA Healthcare is equal to or better than any Healthcare provider here in Massachusetts. The VA also offers low cost prescription drugs, eye care and hearing aids for qualified veterans Low cost dental care for Veterans is not available through VA Healthcare.

On the other hand, compensation, death and pension claims submitted through the Veterans Business Administration (VBA) experience extremely long delays in processing. While the VA focuses on claims over two years old, new claims are aging in place. To minimize that delay, I push veterans to submit fully developed claims. Spending extra time to better document the claim can result in decisions in less than 6 months. However, the VBA in order to better manage long regional waiting queues has adopted a national queue. While Boston did have a long wait time, national times are even longer. The VBA continues to be a frustrating experience for veterans filing claims. Without application support by Veteran Service Organizations an applicant has little chance for success. Denied claims can be appealed however that queue has about a seven year wait before the appeal is even reviewed.

Despite the long waiting time to process VBA claims, the number of veterans collecting some compensation from the Veterans Administration continues to grow. Siting the VBA's claimant report for 2014, Medfield had 87 recipients of benefits totaling over \$17,000 a month. These monies often come back into the community as the monies are generally spent locally.

According to the Medfield 2016 census the population of veterans continues to decline. The census identified 429 veterans comprised of 36 in their 90's, 96 in their 80's, 145 in their 70's, 80 in their 60's, 35 in their 50's and 37 younger than age 50. This ratio is consistent across the state confirming the veteran population is mostly older and in decline. There are another 323 veteran spouses living in Medfield. This department is supporting a total population of over 750 Medfield citizens.

Not surprising many Medfield veterans or their spouses or their children are coming to this office in search of senior care assistance. While the state does run two "Veterans Soldiers Homes" in Chelsea and Holyoke, this is of little interest to Medfield families. Most families are trying to get support to pay for "in home" services that will delay care in a facility. The State does offer assistance through Masshealth however excess income and asset issues often prevent Medfield residents from qualifying. More appealing is the VBA's program called Aid and Attendance which helps either the veteran and or the spouse of the veteran. The application process is very daunting and those applying appreciate the support through this office in organizing the often 30 page application.

During 2016, the town delivered \$20,887.00 in chapter 115 benefits to area low-income veterans or their surviving spouses. While some of this aid is financial, most of it is provided to pay for medical services. This amount has decreased from 2015 as several 115 recipients died or were admitted into a nursing home during 2016. Also fewer new applicants were identified in 2016 so the total number of recipients decreased. As qualification is determined by income and assets, the typical applicant is a senior who has spent their savings and lost their spouse leaving them with one Social Security income and is either over income or over asset to qualify for Masshealth assistance.

The Medfield's Veteran Service Officer does not have direct responsibilities at Baxter Park, our Veterans park. The park's memorials are maintained by the Committee To Study Memorials (CTSM) of which the VSO is a member. The grounds are maintained by the Park and Rec under the direction of Kevin Ryder with Brian Schools doing most of the hands on care. Medfield's Highway department under the supervision of Bob Kennedy Jr. provide construction services as needed. Please see the CTSM annual report for further Baxter Park information.

The Medfield Veteran Service officer does not have direct responsibilities for Memorial Day. The Medfield Memorial Day Committee coordinates Memorial Day activities of which the VSO is a member. Rain caused the ceremony to be held inside at the American Legion Hall in 2016. The Post was full to capacity for the ceremony, certainly the spirit of the day was not dampened by the rain. A memorial for Peter Kristof was re-dedicated at Peter Kristof Way. Further details can be found in the CTSM annual report. Past Medfield Police Chief, WWII and Korean War veteran Bill Mann officiated the ceremony, Medfield High Student Cole Foster sang our National Anthem, Father Culloty of St. Edward the Confessor delivered the invocation as well as the benediction. Taylor Guindon read the Gettysburg Address. The Memorial Day address was delivered by Lt. Col Alex Stephenson, U.S. Army. Lt. Col Stephenson was a 1991 graduate of Medfield high School and currently is a senior instructor in the History Department at the United States Naval Academy. Lt. Col Stephenson has been deployed to several overseas locations including Iraq and Afghanistan. He wears the Purple Heart, Bronze star, Defense Meritorious Service Medal, Army Meritorious Service Medal with the Special Forces Tab, Combat Infantryman's Badge and Master Parachutist Badge. The text of his speech can be found elsewhere in the Annual Town Report. The "Sons of the Legion" prepared an excellent collation which was enjoyed by all participants.

The Medfield Veteran Service Officer does not have direct responsibility for the Veterans Day ceremony at Baxter Park. The American Legion Post 110, of which the VSO is a member, conducts the evenings ceremony. The American Legion Auxiliary coordinates the Luminaries. As part of that ceremony, Medfield honored and remembered twenty-eight area veterans who died in the past year or were interned at Vine Lake Cemetery. Robert Farrell, Austin Buchanan, Edward Barrett, James Patterson, Henry Anderson, Edward Grace, James LaCorte, Richard Marchand, Ryan Henry, Lawrence Schnepel Jr., Thomas Hayes, Charles Harrington, Ralph Gould, Chester Nyman, Walter Curry, John D'Antonio, Edward Otting, Richard Reinemann, Leo McCabe, Robert Ahern, Richard Ellis, Edwin Ellis, Richard Garnett, Paul Kennally, Edward Ferreira, Leo Tempel, John Cebrowski and William Hunter.

Each year Medfield students at all school locations and in all grades participate is some veterans' awareness activity. Each of our schools offer self developed programs that communicate an understanding about veterans and particularly the meaning of Memorial Day and Veterans Day. This year, I gave a Memorial Day speech to Dale Street students at that schools Memorial Day Ceremony. I worked with 5th grade students in a project to place a large American Flag above the steps to the entrance of Dale Street School. On Veterans Day I coordinated area veterans to meet with 6th grade students at Blake Middle School. I also coordinated with the eighth grade teachers whose students wrote a letter of thanks to area veterans on Veterans Day.

Citizens of Medfield now have several drop off locations to drop off their weathered or torn American Flags. Besides my office at Town Hall they can drop them off at the American Legion Post, Will's Hardware, Medfield Library, Medfield COA and at the Medfield Transfer Station. On November 12th with the cooperation of Fire Chief Bill Kingsbury the American Legion conducted a Flag retirement ceremony at the Transfer Station.

Veterans' Services hours of operation at Town Hall are scheduled on Monday and Thursday afternoons. Veteran's can also make appointments to be seen at "The Center at Medfield". Veteran Services is reachable by phone at 508-906-3025 and through email at RGriffin@Medfield.net

Respectfully submitted.

Ronald Clark Griffin Veterans' Service Officer Hi Mike, Pete and Gus,

Seeing as Scott McDermott worked his magic at Town Meeting last night and got it all done in one night (and has given all of us a night off), I wanted to touch base with all of you right away as I have a few questions about the "Fall" Town Meeting which was mentioned a few times last night.

I may have missed it, but I don't recall the reason why there will be a 2nd Town Meeting this year. Any specific information you could provide would be most helpful.

Secondly, now that the ALS issue has come before Town Meeting and as it was proposed in the Warrant, there was no action taken in regard to a permanent solution, I assume the creation of the Study Committee will be quickly completed. Is that correct? What timeline do you have for this group to become an active Committee?

I ask this, because I feel strongly that if this Study Committee gets underway soon, and gathers information, and can make some recommendations, wouldn't it be prudent to have the "results" of this Study available at the 2nd Town Meeting in the Fall rather than wait until next April (TM), or have the BoS make a decision on its own?

I am aware of the timeline that was mentioned at the BoS/Warrant Committee "ALS" meeting a few weeks back, and it was suggested by Mike (Marcucci) that the committee report its initial findings in December. I believe that to be an excessive amount of time, and would hope that the Study Committee could work a bit quicker to get the findings to the BoS by September or so. If you think this is impossible, I would like to know your thoughts on why.

I also recall Mike (Marcucci) mentioning an ALS decision "could" be made by the BoS after reviewing the results of the Study Committee. I ask you, why this is the best plan? Wouldn't it make more sense for the BoS to bring the findings from the Study Committee to the Fall Town Meeting with a recommendation for a decision, and let the residents Vote on it.

I appreciate all of you taking the time to consider my questions, and I look forward to hearing from you. I also want to thank you all for your time, hard work and dedication to the Town of Medfield.

Best,

Colleen Sullivan

508-359-5083

sc3ms@verizon.net

To : Medfield Board of Selectmen

From : Bill Massaro/Steve Nolan/John Thompson

Subject: 1.) Background --Discussions with DCAMM for Overlook Alternate Access Road

2.) Current Status

3.) BoS Review of Proposed MSHMPC/Building & Grounds Response to DCAMM Request

1.) Background --- Discussions with DCAMM for Overlook Alternate Access Road

On 16 September 2016 the Board of Selectmen notified DCAMM that, as provided in the MSH Land Disposition Agreement option, the Town had decided not to keep the permanent public vehicular access road to the State-owned Overlook parking lot on Town-owned land.

As a result DCAMM is required to replace the Temporary Western Access currently on Town-owned Parcel A with a new road on State-retained Parcel A-2 at the boundary of the 2 parcels.

In this letter the Town, citing unfavorable topographic issues and agricultural reuse impacts, also asked DCAMM to consider building the permanent road in a different Parcel A-2 location from that called out in the LDA.

DCAMM's reply expressed a willingness to discuss alternative routing, but was conditioned on the Town providing additional information, rationale, and possible location of any alternative road. This information was provided to DCAMM on 19 December 2016. It included 3 possible alternative routes which the Town believed would be less expensive to construct, provide for safer vehicle entry and have less impact on the development potential (and resale value in which DCAMM shares) than the LDA location.

DCAMM subsequently agreed to begin discussions about relocation, but because the road will be on land ultimately destined for DCR, before sitting with the Town, they want to first discuss the change with DCR. Before they will discuss it with DCR, DCAMM has asked the Town to review the alternative suggestions with Medfield ConComm: "...we ask that you review your proposal with Medfield Con Com and advise us a (a letter of support or rejection by Con Com) to their openness to this location. It is not a formal plan review but an assessment of your proposal. We do not want to go to DCR and ask if there is a willingness to look at a plan different than what was agreed to in the LDA if the Town's proposal is a non-starter with the Con Com..."

2. Current Status

On 20 April 2017 John Thompson, Bill Massaro and Conservation Agent Leslee Willetts walked the area where the Town has suggested construction of the alternative access road to the Overlook as well as suggesting a small parking lot at the new road's entrance (for pedestrian access only) to the adjacent Charles River Link Trail.

In their meeting later that evening, after a brief presentation on the background, review of wetlands drawings, and a site inspection report by Leslee, the ConComm determined that "...the location proposed is outside of resource areas subject to the Massachusetts Wetlands protection Act or the Town of Medfield Wetlands Protection bylaw..."

3.) For BoS Review -- MSHMPC/B&G Response Letter to DCAMM

The Town has identified Steve Nolan, as chairman of the MSHMPC as the point of contact with DCAMM for correspondence on the Alternative Access Road. Accordingly, ConComm has directed their letter, signed by Chairman Parmigiane to Steve advising that they have reviewed the proposed alternatives and that unless subsequent changes bring construction into protected resource areas, the project is out of their jurisdiction.

A copy of ConComm's letter and Steve's letter conveying it to DCAMM is provided below for your review and comment.

Thanks,

Bill Massaro



Medfield Conservation Commission

Town Hall \cdot 459 Main Street \cdot Medfield, Massachusetts 02052-2009 (508) 906-3028 \cdot Fax (508) 359-6182 \cdot lwillitts@medfield.net

May 1, 2017

Steve Nolan, Chairman Medfield State Hospital Master Planning Committee 459 Main Street Medfield, MA 02052

RE: Access Road to Charles River Overlook

Dear Mr. Nolan,

On April 20, 2017, the Medfield Conservation Commission Agent, Leslee Willitts, inspected the proposed location for a small parking lot for pedestrians to access to the Charles River Link Trail and for the permanent vehicular access road to the Charles River Overlook parking area.

As shown on the attached plan the location proposed is outside of resource areas subject to the Massachusetts Wetlands Protection Act or the Town of Medfield Wetlands Protection bylaw.

Construction best management practices should be employed to prevent impacts to resource areas located within the watershed where the project is located.

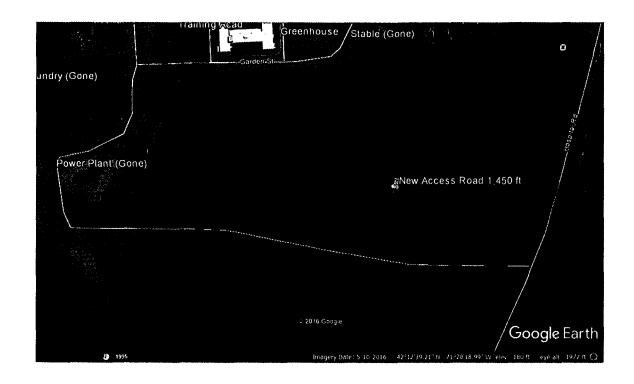
During the design process, any change in the project plans that brings the construction footprint into the jurisdiction of the Conservation Commission will require a Request for a Determination of Applicability or a Notice of Intent.

Please feel free to contact me if you have any questions or comments, or if the project location changes.

Sincerely,

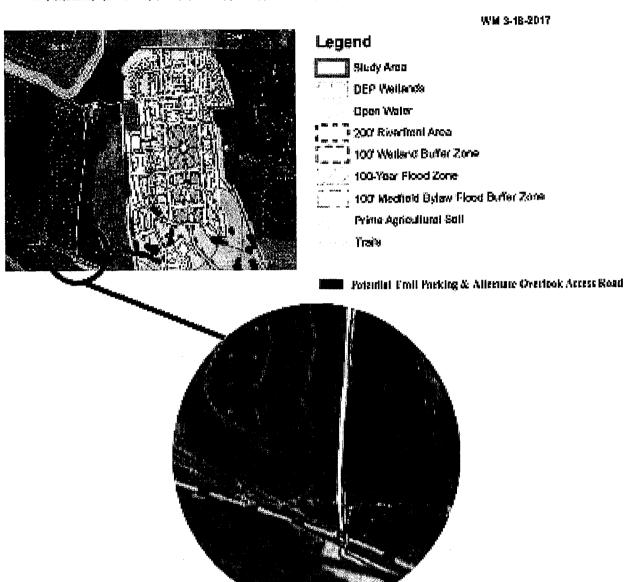
Ralph A. Parmigiane, Chairman

Medfield Conservation Commission



J. Thompson 4-14-17

Weflands and Potential Alternative Access Road to Overlook





TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

December 19, 2016

Ms. Beth Rubenstein
Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place
15th Floor
Boston, MA 02108

Re: Medfield State Hospital Access Road

Dear Ms. Rubenstein,

Thank you for your letter of October 13, 2016 replying to ours of September 6. Since we will both share in the success of potential reuse of the former Medfield State Hospital property, we appreciate your willingness to work with us in a cooperative manner on the location of the access road to be constructed on Parcel A-2. Although the proposed location of the access road was addressed in the Land Disposition Agreement (LDA), it was not as fully vetted as we would have liked, in part due to the time pressures we were under to complete the LDA and in part due to several unknowns, such as the exact location on the ground of the boundary line between the core campus and Parcel A-2 (which is the specified location of the access road in the LDA) and the details of the overlook parking lot construction. Although the Town's master plan for the former MSH property is still evolving, we have through our planning process gained a better understanding of the possible impacts of the access road on different potential reuse scenarios.

The current access road location, as specified in the LDA, would require a significant cut at the intersection of the access road with Hospital Road and would bisect the open field that lies along the westerly side of the core campus and the easterly half of Parcel A-2. This open field is a significant visual amenity that would be significantly undermined by the construction of an access road through it right along the edge of the core campus. Instead, we would suggest that a preferable path for the access road would be down-slope from the core campus near the edge of the woodlands that occupy the western portion of Parcel A-2. While we are not set on one particular alternative, the MSH Remediation/Restoration Committee has prepared the attached sketch showing three possible alternatives, each of which we believe to be superior to the location specified in the LDA.

Each of the alternatives starts at a point near the existing entrance to the former Power Plant road, thereby eliminating the need for a significant cut and line-of-site safety issues further up on Hospital Road. Each of the alternatives also moves the access road closer to the wooded portion of Parcel A-2 and away from the portion of the field that straddles the property line along the westerly side of the core campus. We believe these alternatives all present preferable routes for the access road that will be less expensive to construct, will provide for safer vehicle entry and

exit and will have less impact on the development potential of the core campus. They also open up the possibility for additional parking at the entrance to the access road from Hospital Road, which could enhance pedestrian access to the Charles River Link Trail, which runs along the former Power Plant road.

We look forward to working with you and your staff to examine the alternatives in the hopes of reaching agreement on a new route for the access road that will provide the desired public access to the overlook and boat launch, be more feasible to construct and have the least negative impact on the core campus. Please do not hesitate to contact me with any concerns, but we suggest that the work of looking into the alternatives be handled in the initial instance by your staff and the Building and Grounds Committee, which is in close communication with the MSH Master Planning Committee.

Sincerely,

Mark Fisher

Chairman, Board of Selectmen

cc: Carol Gladstone, Commissioner

Martha McMahon, Deputy General Counsel

Mary Beth Clancy, Senior Project Manager

John O'Donnell, Deputy Director

Michael Sullivan, Town Administrator

Kristine Trierweiler, Assistant Town Administrator

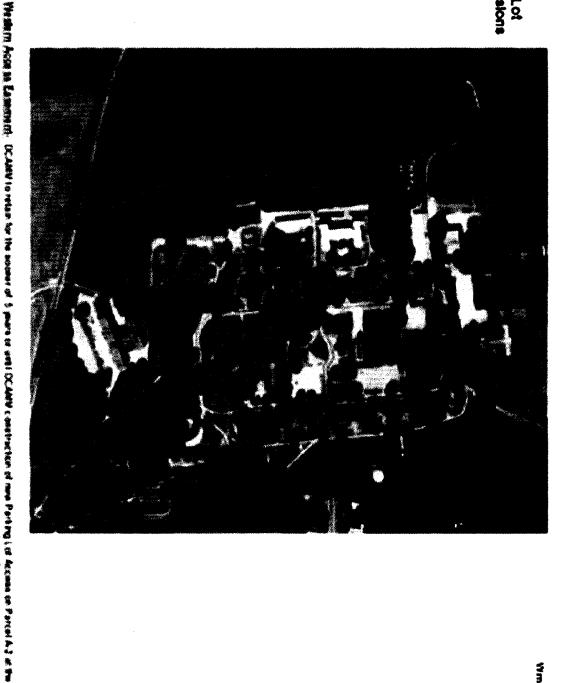
Stephen Nolan, Chair, MSH Master Planning Committee

John Thompson, Chair, MSH Remediation/Restoration Committee

Senator James Timilty

Overlook Parking Lot

LDA Access Provisions



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12-19-2016

Attachment 2

LDA Hospital Road Overlook Parking Lot Access Entrance Location: on Parcel A2 at Parcel A Boundary

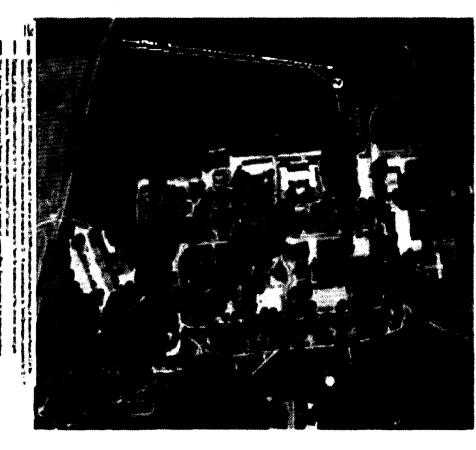


Issues with approximate 10' difference in elevation

- Line of sight safety concerns
- Engineering/construction difficulty

Suggested Atternatives to Overtook Parking Lot

LDA Access Provisions



Provide parking for padestrian-only access to Charles River Link Trail (Power Plant Rosd) with galed vehicular access to Overlook Parking, loc. Will also providenseded overflow parking for space-timited Overlook Lot

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TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

September 6, 2016

Ms. Carol Gladstone Commissioner of DCAMM One Ashburton Place 15th Floor Boston, MA 02108

Re: Medfield State Hospital Access Road

Dear Commissioner Gladstone,

As you are aware, the Town of Medfield purchased the Medfield State Hospital under the Sales Partnership Model in December 2014. Section 3 of the Land Disposition Agreement ("LDA") between the Town and the Division of Capital Asset Management and Maintenance ("DCAMM") lays out a process for replacing the temporary Western Access Easement with a permanent easement. In the short term, the purpose of this easement is to allow completion of the ongoing cleanup at the C&D area and the Laundry Building. The longer term purpose of this easement is to allow public access to the restored area that includes a parking lot and canoe launch, part of the newly remediated and restored C&D area also known as the Charles River Overlook, negotiated in the Mediation and Settlement Agreement between DCAMM and Medfield.

The LDA provides that DCAMM will construct the permanent access road on Parcel A-2 to replace the temporary Western Access Easement unless Medfield determines that it will build the replacement on Parcel A. The Town hereby waives its right to build an alternative means of vehicular and pedestrian access over Parcel A. As a result, DCAMM is required under the LDA to build the replacement access road on Parcel A-2.

While the LDA provides that the new access road will be constructed along the property line between Parcel A and Parcel A-2, we believe that the Commonwealth and the Town would be best served if DCAMM would consider alternative routes for the access road that would be more sensitive to the existing topography of the land and would preserve the agricultural land along the property line. The Town believes that there are more feasible and sensible routes for the access road and wishes to coordinate with DCAMM on the design of the access road in a manner that would benefit both the Town and the Commonwealth.

We look forward to continuing the productive relationship we have developed and would appreciate the opportunity to discuss this issue further with you and to be included in design discussions of the access road. Please do not hesitate to contact me to further discuss the process. The Board of Selectmen will be available if you would like to visit the former Medfield State Hospital to see the remediation and restoration work and discuss the parking lot access on site.

Sincerely,

Mark Fisher

Chairman, Board of Selectmen

cc: Senator James E. Timilty
Stephen Nolan, Medfield State Hospital Reuse Committee
Andrea H. Loew, General Counsel, DCAMM
Marybeth Clancy, DCAMM
John O'Donnell, DCAMM

From: "Clancy, MaryBeth (DCP)" < marybeth.clancy@state.ma.us>

Date: Friday, January 27, 2017 at 12:42 PM

To: Stephen Nolan <nolan@nspllp.com>, Kristine Trierweiler <ktrierweiler@medfield.net>

Subject: RE: Access Road - Building and Grounds Committee

Kris and Steve

OK Thanks. Before we speak with DCR, we ask that you review your proposal with Medfield Con Com and advise us as (a letter of support or rejection by Con Com) to their openness to this location. It is not a formal plan review but an assessment of your proposal. We do not want to go to DCR and ask if there is any willingness to look at a plan different than what was agreed to in the LDA, if the Town's proposal is a non-starter with the Con Com. We can prepare a letter from DCAMM to the BOS if you recommend.;

Would you call me if questions or want to discuss first.;

Thanks.

John Thompson and I walked the site with Leslee Willetts Thursday morning and then went before the ConComm that night. They voted to endorse the attached letter which states that the proposed location is outside of the State wetlands areas and, therefore, is not under ConComm jurisdiction. Leslee is going to put it on ConComm letter head, get it signed by the ConComm Chairman and send to you for inclusion in your MSHMPC letter to DCAMM. This would seem to satisfy Marybeth's request:

LICENSE AGREEMENT MEDFIELD STATE HOSPITAL PROPERTY

LICENSE AGREEMENT ("Agreement") made as of the <u>4^h</u> day of May, 2016 by and between the Town of Medfield ("Licensor" or "Town"), and Charles Harris ("Licensee")

WHEREAS, Town is the owner of certain real property in the Town of Medfield, County of Norfolk, Commonwealth of Massachusetts, located at Hospital Road ("Town Land"), and

WHEREAS, Charles Harris wishes to enter upon the Town Land for the purposes described below, and

WHEREAS, Town is willing to permit Licensee Charles Harris to enter upon Town Land for the purposes described in this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Licensor Agreement and intending to be legally bound by this Agreement, Town and Licensee Charles Harris AGREE as follows:

- Town shall permit Licensee, its officers, members and guests for the following purposes:
 Medfield on the Charles Antique, Classic and Custom Auto Show
- 2. Licensee Charles Harris, its officers, members and guests will enter the Town Land pursuant to this agreement. The hours for the show will be 9AM to 4PM on June 25, 2016 with a rain date of 2017. Town shall allow for "setup" one day prior to the event and a "takedown" the day after the event. Purpose of access is for Medfield on the Charles Car Show as described in attachments.
- 3. Upon signing of this document the Licensee, Charles Harris, shall pay to the Town of Medfield a fee of \$2,000.00.
- 4. Licensee, Charles Harris, shall at all times, use its best effort to exercise its rights under this Agreement in such a manner as to avoid unreasonable interference with or disruption of the Town Land. Charles Harris also agrees to:

- Pay in full contract amount on day of signing.
- Obtain all necessary permits / licenses.
- Provide insurance coverage for day of show, setup and takedown.
- Provide a day of show itinerary.
- Provide traffic detail officers [three] for 45 Hospital Rd. location at Licensees expense in consultation with Police Chief.
- Proof of contract with rubbish removal company. Return property in as in condition prior to rental.
- Provide rest room facilities for public in consultation with Board of Health
- 5. Town requires Licensee to carry appropriate insurances in amounts satisfactory to the Town including all public liability (minimum of \$2 million aggregate, with the Town of Medfield named as additional insured), vehicles and equipment, automobile, and workers compensation.
- 6. Licensee Charles Harris expressly agrees to defend, indemnify and hold harmless the Town to maximum extent permitted by law from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expense caused by the acts or omissions of Charles Harris and those employed or engaged by it, in carrying out its rights hereunder, provided that such loss, damage, claim, action, cause of action, suit, judgment, liability or expense shall not have been caused solely by the negligence of Town.
- 7. This License Agreement may not be amended except by agreement in writing duly signed by authorized officers of both parties to the Agreement; this Agreement may not be assigned and any attempt to do so shall result in the automatic revocation of the license granted hereunder.
- 8. If any section of this Agreement shall be held unlawful, invalid, or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of the Agreement.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS THEREOF, the Parties to this Agreement, intending to be legally bound by it, have caused the Agreement to be executed the day and year first written, above by their respective duly-authorized representatives.

TOWN OF MEDFIELD, Licensor, by:			
Osler Peterson, Chairman, Board of Selectmen	Date		
Charles Harris, Licensee,			
Authorized Signature and Title	Date		
Approved as to form:			
Mark G. Cerel, Town Counsel			

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 Medfield on the Charles Antique, Classic and Custom Auto Show
- 2. Licensee Charles Harris, its officers, members and guests will enter the Town Land pursuant to this agreement. The hours for the show will be 9AM to 4PM on June 25, 2017 with a rain date of 2017. Town shall allow for "setup" one day prior to the event and a "takedown" the day after the event. Purpose of access is for Medfield on the Charles Car Show as described in attachments.
- 3. Upon signing of this document the Licensee, Charles Harris, shall pay to the Town of Medfield a fee of \$2,000.00.
- 4. Licensee, Charles Harris, shall at all times, use its best effort to exercise its rights under this Agreement in such a manner as to avoid unreasonable interference with or disruption of the Town Land. Charles Harris also agrees to:

- Pay in full contract amount on day of signing.
- Obtain all necessary permits / licenses.
- Provide insurance coverage for day of show, setup and takedown.
- Provide a day of show itinerary.
- Provide traffic detail officers [three] for 45 Hospital Rd. location at Licensees expense in consultation with Police Chief.
- Proof of contract with rubbish removal company. Return property in as in condition prior to rental.
- Provide rest room facilities for public in consultation with Board of Health
- 5. Town requires Licensee to carry appropriate insurances in amounts satisfactory to the Town including all public liability (minimum of \$2 million aggregate, with the Town of Medfield named as additional insured), vehicles and equipment, automobile, and workers compensation.
- 6. Licensee Charles Harris expressly agrees to defend, indemnify and hold harmless the Town to maximum extent permitted by law from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expense caused by the acts or omissions of Charles Harris and those employed or engaged by it, in carrying out its rights hereunder, provided that such loss, damage, claim, action, cause of action, suit, judgment, liability or expense shall not have been caused solely by the negligence of Town.
- 7. This License Agreement may not be amended except by agreement in writing duly signed by authorized officers of both parties to the Agreement; this Agreement may not be assigned and any attempt to do so shall result in the automatic revocation of the license granted hereunder.
- 8. If any section of this Agreement shall be held unlawful, invalid, or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts of the Agreement.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS THEREOF, the Parties to this Agreement, intending to be legally bound by it, have caused the Agreement to be executed the day and year first written, above by their respective duly-authorized representatives.

TOWN OF MEDFIELD, Licensor, by:		
Osler Peterson, Chairman, Board of Selectmen	Date	
Charles Harris, Licensee,		
Authorized Signature and Title	Date	
Approved as to form:		
Mark G. Cerel. Town Counsel		



Evelyn Clarke <eclarke@medfield.net>

Re: Send data from MFP11394932 04/05/2017 10:46

2 messages

Cheryl O'Malley <cheryl.omalley@verizon.net>
To: Evelyn Clarke <eclarke@medfield.net>

Mon, Apr 24, 2017 at 8:14 AM

Hi Evelyn,

New n' Town has rescheduled the Dwight-Derby House Welcoming Event on May 6th to May 20th. I believe that means we would need a new liquor permit for the 20th. The formal request is below. I apologize for the in convince.

Dear Selectmen,

There has been a change in plans and the May 6th event will not occur. It has been rescheduled to May 20th. The Friends of the Dwight-Derby House cordially request a one day liquor license for May 20th. Thank you for your assistance in this matter.

1:30-10:30 PM

Cheryl O'Malley
President
Friends of the Dwight-Derby House
38 Pleasant Street
Medfield, MA. 02052
7 Frairy Street
www.dwightderbyhouse.org

Anchor Artist

Norwood Fine Artists Gallery & Studio
P.O.Box 865
Norwood, MA 02062
WinSmith Mill Market
61 Endicott Street
http://norwoodartassociation.com/2013/05/17/norwood-fine-artists-gallery-studio/

Friends of the Library is pleased to announce the relocation of their Bookstore to the first floor at the Library. Grand Opening Reception is planned for Tuesday May 30, 2017 7-9PM.

Request is made for a one-day wine permit and also to display signs for one-week prior promoting the event



The Gazebo Players of Medfield P.O. Box 622 Medfield, MA 02052

To the Medfield Board of Selectmen:

The Gazebo Players of Medfield have provided free Shakespeare in the Park for fifteen consecutive summers, and 2017 will continue the tradition. For our sixteenth season, we will be producing *The Merchant of Venice* and have secured an exciting new space at the Rocky Woods property for our Medfield performances on July 22nd and 23rd. Additional performances will be given at Powisset Farm in Dover on July 29th and 30th and at Bird Park in Walpole on August 5th and 6th.

The Merchant of Venice is one of the Bard's more well-known plays, featuring two of his most famous speeches. This Shakespearean comedy has it all: romance, suspense, and cross-dressing! The play revolves around Bassanio, a young Venician gentleman in need of finance, and his friends. When a friend takes a loan to help Bassanio achieve his goals, no one can predict how it will end. The Gazebo Players will be keeping this play set in a more traditional time period but will focus on themes that are current today: friendship, prejudice, and feminism. We plan to use area microphones to amplify the sound as we have done in past years.

The Gazebo Players are requesting permission to place three (3) sandwich board signs to promote *The Merchant of Venice*. We would place them in the areas specified below to advertise the show for the two-week period between Monday, July 10th and Sunday, July 23rd.

Sign locations:

- The intersection of Rt. 109 and Rt. 27
- The intersection of North St. and Rt. 109
- The intersection of Hartford St. and Rt. 109.

If you have any questions, please feel free to contact me either via email or phone. Thank you very much for supporting the artistic and cultural enrichment of Medfield.

Best regards, Amy Klesert, Producer amy.klesert@gmail.com 781-223-0651

Town of Medfield Memorial Day Committee

May 4, 2017

Board of Selectmen
Osler L. Peterson, Chairman

Dear Selectmen,

The members of the Memorial Day Committee respectfully extend an invitation to you to participate in the Memorial Day Parade and Exercises Monday May 29, 2017.

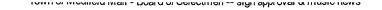
We ask all parade marchers to meet on Janes Avenue at 9:30 AM. The parade will begin at 9:45 and the Memorial Exercises at Baxter Park at 10:00 AM. At the conclusion of the Exercises the parade will continue to Vine Lake Cemetery for the placing of wreaths. In case of rain the exercises will be held at the Beckwith Post 110, American Legion Hall.

The Memorial Day committee respectfully requests a parade permit and a discharge of firearms permit for Monday May 29, 2017.

Thank you for your consideration.

Sincerely,

William Mann and Frank Iafolla, Co-Chairmen Memorial Day Committee





Evelyn Clarke <eclarke@medfield.net>

Board of Selectmen -- sign approval & music news

1 message

Chris McCue <christine.mccue@verizon.net>
To: Evelyn Clarke <eclarke@medfield.net>
Co: William Pope <wpope1@mac.com>

Mon, May 1, 2017 at 1:54 PM

Hi Evelyn,

If you add this to sign request to the BOS agenda for Thursday's meeting, it would be great:

- Sign approval for annual Zullo Art Festival on Saturday, June 10
- Locations for signs would be usual spots (i.e., North St, Transfer Station, South & 27, Hartford & 109)
- Signs would go up two weeks before event

The Selectmen might appreciate knowing that the Medfield HS Jazz Choir earned a Gold medal on Saturday at the Massachusetts Jazz Education Festival. Medfield will now be sending two MHS jazz ensembles to the Hatch Shell on May 14 – Jazz Choir and Jazz Band, which also earned a Gold medal in March. Having both ensembles earn the top honor of Gold in the same year hasn't happened in quite some time (at least 6-7 years, if not more), so it's a big deal to the students and music staff. The festivals are non-competitive, but the judges are <u>quite selective</u> with Gold awards – they only provide that honor for high levels of excellence!

Thanks!

Chris

Hi Mike, Pete and Gus,

Seeing as Scott McDermott worked his magic at Town Meeting last night and got it all done in one night (and has given all of us a night off), I wanted to touch base with all of you right away as I have a few questions about the "Fall" Town Meeting which was mentioned a few times last night.

I may have missed it, but I don't recall the reason why there will be a 2nd Town Meeting this year. Any specific information you could provide would be most helpful.

Secondly, now that the ALS issue has come before Town Meeting and as it was proposed in the Warrant, there was no action taken in regard to a permanent solution, I assume the creation of the Study Committee will be quickly completed. Is that correct? What timeline do you have for this group to become an active Committee?

I ask this, because I feel strongly that if this Study Committee gets underway soon, and gathers information, and can make some recommendations, wouldn't it be prudent to have the "results" of this Study available at the 2nd Town Meeting in the Fall rather than wait until next April (TM), or have the BoS make a decision on its own?

I am aware of the timeline that was mentioned at the BoS/Warrant Committee "ALS" meeting a few weeks back, and it was suggested by Mike (Marcucci) that the committee report its initial findings in December. I believe that to be an excessive amount of time, and would hope that the Study Committee could work a bit quicker to get the findings to the BoS by September or so. If you think this is impossible, I would like to know your thoughts on why.

I also recall Mike (Marcucci) mentioning an ALS decision "could" be made by the BoS after reviewing the results of the Study Committee. I ask you, why this is the best plan? Wouldn't it make more sense for the BoS to bring the findings from the Study Committee to the Fall Town Meeting with a recommendation for a decision, and let the residents Vote on it.

I appreciate all of you taking the time to consider my questions, and I look forward to hearing from you. I also want to thank you all for your time, hard work and dedication to the Town of Medfield.

Best,

Colleen Sullivan

508-359-5083

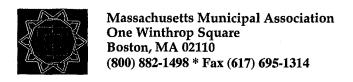
sc3ms@verizon.net

Evelyn Clarke <eclarke@medfield.net> To: Osler.Peterson@oslerpeterson.com

Wed, Apr 26, 2017 at 11:12 AM

Hi Pete.

Confirming receipt of your email for the Thursday May 4 agenda.



Massachusetts Selectmen's Association Regional Meeting Wednesday, May 24th 11:30 a.m. – 1:30 p.m. MMA Office, 1 Winthrop Sq. Boston

Register Today!

Register online at www.mma.org or email jobasohan@mma.org

11:30 a.m. Welcoming Remarks and Lunch

Jim Lovejoy, President, MSA and Mount Washington Selectman

11:45 a.m. Legislative Update

Geoff Beckwith, Executive Director, MMA

12:15p.m. Panel Presentation

Margaret J. Hurley, Municipal Law Unit Director, AG's Office

John F. Carmichael Jr., Police Chief, Walpole David Lakeman, Legislative Analyst, MMA

1:30 p.m. **Adjournment**

MSA Regional Meeting Registration Please reply by Wednesday, May 17th

Name	Title	
Municipality	Day Phone	
Email		

This event is free of charge but pre-registration is required. For questions or accessibility requests please contact Devon Williams at the MMA at (800) 882-1498.



Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009 (508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

April 20, 2017

Editor, Legal Notices Medfield Press

Please publish the following legal notice on **Friday**, **April 28**, **2017** If you have any questions, please call Leslee Willitts, Conservation Agent, at (508) 906-3028.

LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public hearing at Medfield Town House, 1st floor, Warrant Room, 459 Main Street, on

*Thursday, May 4, at 7:30 P.M.

to review a Notice of Intent from *Rob and Caroline Abernethy for landscaping, changing dimensions of the driveway and installation of a patio, irrigation system, and dry well within the 100-foot buffer zone of a Bordering Vegetated Wetlands at *11 Hospital Road, Map 64, Parcel 15, on land owned by *them.

Ralph A. Parmigiane, Chairman

Please set starred (*) insertions in boldface.

cc: Town Clerk (Please post a notice of this hearing)

√Board of Selectmen Building Commissioner Water & Sewer Dept. DPW

Board of Health Planning Board Zoning Board of Appeals

Applicant: Rob and Caroline Abernethy

Owners: Same

Representative:



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 - Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 and the Medfield Wetlands Bylaw, Chapter 290 A. General Information

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

F





Fro	m:				
	Medfield Conservation Commission Conservation Commission	······································			
To:	Applicant		Property Owner (if	different from ap	oplicant):
	Medfield Holdings LLC Name		Name		
	P.O. Box 377 Mailing Address	00050	Mailing Address		
	MedfieldMACity/TownState	02052 Zip Code	City/Town	State	Zip Code
1.	Title and Date (or Revised Date if app	olicable) of Fina	al Plans and Other Do	cuments:	
	Proposed Plot Plan; Lot 20 - Winter S	treet; Medfield	, MA	Dec. 12,	2012
	Title			Date	
	Title			Date	
	Title			Date	
2.	Date Request Filed:				
	February 8, 2017				
B .	Determination				
	Pursuant to the authority of M.G.L. c. Request for Determination of Application Determination.				
	Project Description (if applicable):				
	The applicant proposes to extend the nin the 100 foot buffer zone of a Borde rest point of BVW).				
	Project Location:				
	17 Winter Street		Medfield		
	Street Address		City/Town		
	57 Assessors Map/Plat Number		48 Parcel/Lot Number		



Massachusetts Department of Environmental Protection Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

and the Medfield Wetlands Bylaw, Chapter 290

A. General Information

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





ro	n:						
	Medfield Conservation Com Conservation Commission	nmission					
ō:	Applicant			Property Owner (i	if different t	rom ap	plicant):
	Laura & Erik Eselius						
	Name			Name			
	105 Elm Street Mailing Address			Mailing Address			
	Medfield	MA	02052	Mamily Addiess			
	City/Town	State	Zip Code	City/Town	. St	ate	Zip Code
	Title and Date (or Revised I	Date if app	licable) of Fina	I Plans and Other D	Documents	:	•
	Eselius Residence, 105 Eln	n Street, M	edfield, MA		Ja	anuary 3	31, 2017
	Title					ite	
	Part 1 1						
	Title				Da	ite	
	Title				 Da	ıte	
	Date Request Filed:	•					
	February 2, 2017						
3.	Determination						
	Pursuant to the authority of Request for Determination of Determination.						
	Project Description (if applic	cable):	. •				
ıou	Remove existing deck and se is within the 100-foot buf					in the r	ear of
		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·			
	Project Location:						
	105 Elm Street			Medfield			
	Street Address			City/Town			
	34			034			
	Assessors Man/Plat Number			Parcel/Lot Number	r		



April 11, 2017

Mr. Michael J. Sullivan, Town Administrator Town of Medfield 459 Main Street Medfield, Massachusetts 02052

Subject:

Release Abatement Measure Plan

Commercial Property

100 North Meadows Road, Medfield, Massachusetts

DEP RTN 2-20162

Dear Mr. Sullivan:

Pursuant to the Massachusetts Contingency Plan (MCP) 310 CMR 40.1403(3)(d), notice is hereby given that the owner of the referenced Site (McKechnie Associates) has submitted a Release Abatement Measure (RAM) Plan to the Massachusetts Department of Environmental Protection (DEP). The purpose of the RAM is to excavate and dispose petroleum-impacted soil from the area adjacent to a former underground storage tank. The excavated soil will be transported off-Site to a permitted disposal facility. This RAM is expected to commence the first week in May and will be completed within 2-3 days.

If you require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

ENSTRAT, Inc.

Thomas P. Luby, I

Principal / Technical Manager

Copy: DEP - CERO

RECEIVED

APR 1 1 2017

MEDFIELD SELECTMEN