

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

RECEIVED
TOWN OF MEDFIELD, MASS.

2019 MAY 30 P 4:13 TOWN CLERK

OFFICE OF THE
TOWN CLERK

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

Board of Selectmen

Board or Committee

<u>PLACE OF MEETING</u>	<u>DAY, DATE, AND TIME</u>
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday June 4, 2019 @ 7:00 PM

AGENDA (Subject to change)

Executive Session at close of meeting to conduct strategy session in preparation for negotiations with non-union personnel and to discuss strategy with respect to collective bargaining

7:00 PM Call to order

Disclosure of video recording

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

Appointments

Sally Bangoura / request common victualler license for new restaurant at 26 Park Street; license name Spice Queens

Sarah Raposa and Jean Mineo / discuss cultural programs at the state hospital site

Fire Chief William Carrico / request Selectmen vote to appoint Medical Director

Rob Gregg / discuss parking at the Peak House

Citizen Comment

Action Items

Town Accountant Joy Ricciuto requests Selectmen vote to authorize Chairman Murby to sign Engagement Letter for Actuarial Consulting Services with Stone Consulting, Inc.

Facilities Director Amy Colleran requests the Selectmen vote to sign two on-call roofing contracts for services at the Medfield State Hospital; contractors Almar LLC, Medfield and Caffrey Roofing and Painting Co. Milford

Discuss letter from Copperwood Road residents to Appalachian Mountain Club regarding Bay Circuit Trail

Charles River Watershed Association requests Medfield consider joining the Charles River Climate Compact

Residents Laurel Scotti and Christa Thompson request Selectmen to vote to declare June 10 as Eve Potts Day in Medfield and vote to sign citation in honor of her 90th birthday

Vote to sign Eagle Scout certificates for Ross P. Johnson and Gabriel Muir Springer, Troop 10. Court of Honor Saturday June 8, 2019 at the First Parish Unitarian Universalist Church at 11:00 AM

Discussion of process for review of Town Administrator and development of Town Administrator goals for FY 2020

Town Administrator Update

Budget timeline discussion

Review Board of Selectmen Action List

Selectmen Report

Informational

Copy of Town Counsel letter to Norfolk Superior Court regarding resident Goldman v. Medfield

Conservation Commission

Information letter regarding changes to Xfinity TV Services

E. Clarke

5-30-19

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TOWN CLERK

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TOWN OF MEDFIELD

Office of BOARD OF SELECTMEN

MICHAEL J. SULLIVAN
Town Administrator

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

Date: 05/17/2019

I Salimata Bangerra hereby apply to the Board of Selectmen
for the following license:

COMMON VICTUALLER

Licensee's Social Security No. 382-23-3488 or Federal I.D. No. _____

I certify under the penalties of perjury that I have filed all state and municipal tax returns and
paid all state and municipal taxes required under law.

Signature of Individual
(or Corporate Officer)

License to be made out in the name of Slip Queens

Address 26 Park St, medfield 02052

First application for this license? Yes Renewal license _____

Date license to be exercised _____

Fee: _____

Applicant's signature

Residence 60 N. main st #15 Natick MA 01760

Please leave blank

License approved or disapproved _____

Date: _____ No. _____ Fee _____

Board of Selectmen



**TOWN OF MEDFIELD
MASSACHUSETTS**

AGREEMENT BETWEEN CONTRACTOR AND AWARDING AUTHORITY

THIS AGREEMENT, made this 1st day of May, 2019, by and between the Town of Medfield, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter referred to as the "Town" and/or "Awarding Authority", Almar, LLC, with a usual place of business at PO Box 662, Medfield, MA 02052, hereinafter called the "Contractor."

The words "he", "his", and "him" in this contract, so far as they refer to the Contractor, shall so refer whether the Contractor be an individual, partnership, or corporation.

WITNESSETH: The Contractor and the Town for the considerations herein-after named, agree as follows:

1. CONTRACT DOCUMENTS

- a) The Contract Documents consist of this Agreement, together with:
Notice to Bidders
Instructions to Bidders
Bid Form
Certificate of Authority (if applicable)
Certificate of Tax Compliance
Scope of Services
- b) The Contract Documents constitute the Contract, and supersede the bidding documents or any prior agreements between the Owner and Contractor. The Contract may only be modified by a writing duly executed by the Town, or its authorized representative, and the Contractor.

2. DEFINITIONS

The term Work used in the Contract Documents includes all materials, labor, motor vehicles, fuel, maintenance and equipment necessary to complete the projects detailed in the Contract Documents.

3. SCOPE

The Contractor will furnish at his own proper cost and expense all labor, equipment and materials required for performing as needed ROOFING maintenance and repair services at the Medfield State Hospital as specified in the Contract Documents.

4. TERM OF CONTRACT

This Agreement shall be in effect from the date of contract signing and shall expire on April 30, 2020, unless terminated earlier pursuant to the terms hereof, and the TOWN may extend this agreement for up to two (2) additional one (1) year periods at its sole discretion. All services under this contract for the periods of May 1, 2019 to April 30, 2020 and May 1, 2020 to April 30, 2021 shall be subject to appropriation.

5. CONTRACT SUM

The Owner agrees to pay the Contractor, and the Contractor agrees to accept in full consideration for the performance of the Contract, an amount subject to additions and deductions for individual service requests provided for in the Contract Documents.

6. PAYMENTS TO CONTRACTOR

Payments shall be made to the contractor in accordance with the provisions of Chapter 30, Sections 39G and 39K of the General Laws of the Commonwealth of Massachusetts, as applicable, including all current amendments. Payment of an invoice received by the Town Accountant of Medfield shall, provided that it is correct and in proper form, be made at the next Town payday following receipt of the invoice by the Town Accountant. No payment shall be made under this Contract except for full and satisfactory performance of work completed.

7. CONDITIONS OF EMPLOYMENT

- a) The Contractor agrees that it shall pay laborers to be employed on the project wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The schedule of prevailing wage rates is attached to and made a part of this Contract.
- b) The Contractor shall indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the Contractor's bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the Contractor to pay laborers employed on the project the said applicable prevailing wage rates.
- c) In accordance with the requirements of M.G.L. Chapter 149, Section 27B, the Contractor shall submit to the awarding authority on a weekly basis, a record of hours and wages paid to laborers employed on the project. All such weekly submissions shall be accompanied by the following certification:

"The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and

accurate records of the wages paid to laborers employed in this work for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

Dated: _____ Contractor: _____
By: _____
Name: _____
Title: _____ "

8. INDEMNIFICATION OF OWNER

The Contractor shall indemnify, defend and hold harmless the Town and all of its officers, agents and employees against all suits, claims or liability of every name and nature and from all claims for things which the Contractor is required to furnish under this Contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the acts of the Contractor or his agents, employees, or subcontractors in the performance of the Work of the Contract which fail to comply with the terms and conditions of the Contract.

9. INSURANCE

The Contractor is required to maintain, and herewith certifies that he is covered by, the following insurance:

General Liability

Bodily Injury & Property Damage:	\$1,000,000 per occurrence
Combined Single Limit	\$3,000,000 annual aggregate

Town named as additional insured.

Umbrella Liability

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Town named as additional insured.

Automobile Liability

Bodily Injury and Property Damage: \$1,000,000 per occurrence
Town named as additional insured.

Workers' Compensation

Coverage for all employees in accordance with Massachusetts General Laws.

All coverages, except Workers' Compensation, shall name the Town of Medfield as an additional Insured, and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage. Failure to maintain the required insurance coverage throughout the term of the contract shall be considered a material breach of the contract.

10. CHANGES IN THE WORK

All changes in the work shall be authorized by written Contract Amendment or Change Order signed by the Town or its duly authorized agent.

11. BONDS

Upon receiving notice of award for any work with a total value exceeding \$25,000, the Contractor shall furnish to the Town and pay the premiums for bonds, each in fifty percent of the contract price, in such form as the Town shall prescribe, and with a Surety company qualified to do business under the laws of the Commonwealth and acceptable to the Awarding Authority, one bond for his performance of this contract, and the other to provide the security required by General Laws, Chapter 149, Section 29, as amended.

12. RELIANCE ON EXAMINATION

The Contractor has made this contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto except as otherwise provided by statute.

13. TOWN'S RESPONSIBILITY

The Town shall have no responsibility or liability to the Contractor or any other person with respect to or by reason of the condition of the premises where his work is performed.

14. COMPLIANCE WITH SPECIFICATIONS

If any material or equipment delivered by Contractor fails to comply with the Specifications, the Contractor shall be notified and shall be required at the discretion of the Town to refund to the Town the sum of money paid for that amount of material or equipment found unsatisfactory and to make such disposition of the defective material or equipment with-out additional cost to the Town as may be agreed upon. The Town

reserves the right to submit material or equipment supplied to evaluation to determine whether the Specifications have been complied with.

15. OUT OF POCKET EXPENSES

The Contractor shall reimburse the Town for any out-of-pocket costs incurred as a result of damage caused by defective material or workmanship.

16. DEFER PAYMENTS

The Town may defer payment to the Contractor of such sums otherwise due him for such period of time as the Town may deem required by law or expedient for the protection of the Town or others against his noncompliance with the terms and conditions of these specifications, and the Town may reimburse itself, by deduction from the money so retained, for all expenses and loss resulting from his noncompliance.

17. NO WAIVER OR RATIFICATION

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town or ratification by the Town of any breach of the terms and conditions of this contract or the specifications.

18. FINAL PAYMENTS

The making of final payment on a service request shall constitute a waiver of all claims by the Town except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Final Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

19. CONTRACTOR'S DEFAULT

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Town may, after seven days' notice in writing to the Contractor and his Surety and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may supply the materials and services here contracted for by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Town.

20. CONTRACTOR'S SUPERVISION AND RESPONSIBILITY

- a) The Contractor shall supervise and direct the Work, using his best skill and attention. He shall provide and pay for all labor, motor vehicles, equipment, fuel, maintenance and services necessary for the proper execution and completion of the Work.
- b) The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor's employment practices shall conform to the laws of the Commonwealth of Massachusetts and the United States of America.

21. PERMITS

The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution and supplying of the Work.

22. COMPLIANCE WITH LAW

In reference to the contract, the Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

23. TERMINATION OF CONTRACT BY OWNER

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper motor vehicles or equipment, or if he fails to make prompt payment for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, seven days' written notice, terminate the employment of the Contractor. In such case the Contractor shall not be entitled to receive any further payment under this contract and if the Town in providing the needs called for hereunder, either itself or through another contractor, exceeds the contract price hereof, for the same work, the Contractor shall pay to the Town the excess so sustained by the Town. In addition, the Town may withhold from any amount otherwise due the Contractor the amount of such excess costs.

24. PERFORMANCE AND LIQUIDATED DAMAGES

The Contractor agrees to commence Work on individual projects awarded under this contract on the date agreed upon with the Town and to thereafter diligently and continuously carry on the Work until the final completion date agreed upon prior to the commencement of Work. The Town reserves the right to assess liquidated damages

based on the cost of replacing the Contractor awarded for the completion of work on an individual project with the Town.

Upon claim made within ten (10) days of occurrence, if the Contractor is delayed at any time in the progress of the Work by changes or additions ordered in the Work, by labor disputes, fire, unusual delay in material supply, unavoidable casualties, causes beyond the Contractor's control, or by an cause which the Owner may determine justifies the delay, the time of performance shall be extended by Change Order for such reasonable time as the Owner may determine.

25. CONTRACTOR'S GUARANTEE

The Contractor guarantees to the Owner for one year after the Final Completion of the Work on an individual service request, the Work will be free from defects resulting from his work or that of any subcontractor or the materials furnished by him or any subcontractor. Any such defects appearing in that time shall be remedied by him at his expense promptly upon notice of their existence; or the Owner at its option may cause them to be remedied, in which case he shall reimburse it for the expense incurred by it thereby. "Final Completion" is defined to mean that point in the progress of the Work when all workers have left a given project, their work completed, with no work remaining to be done on the project other than work required to be done upon the appearance of defects during the one-year period above mentioned.

26. INTERPRETATION OF CONTRACT

This Contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract Documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract Documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

27. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) employees and visitors at the site and all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and their protection them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, (including any Subcontractor, or Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable), shall be remedied by the Contractor, except

damage or loss solely attributable to the acts or omissions of the Owner.

28. TERMS REQUIRED BY LAW

All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three counterparts, each of which shall be deemed an original, in the year and date stated below.

TOWN OF MEDFIELD

By _____

CONTRACTOR

(Title)

Board of Selectmen

(Street)

Date _____

(City, State and Zip Code)

In accordance with Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and the Town Manager has been authorized to execute the contract and approve all requisitions and change orders.

Town Accountant



**TOWN OF MEDFIELD
MASSACHUSETTS**

AGREEMENT BETWEEN CONTRACTOR AND AWARDING AUTHORITY

THIS AGREEMENT, made this 1st day of May, 2019, by and between the Town of Medfield, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter referred to as the "Town" and/or "Awarding Authority", and Caffrey Roofing and Painting Co., with a usual place of business at 14 West Fountain Street, MA 02052, hereinafter called the "Contractor."

The words "he", "his", and "him" in this contract, so far as they refer to the Contractor, shall so refer whether the Contractor be an individual, partnership, or corporation.

WITNESSETH: The Contractor and the Town for the considerations herein-after named, agree as follows:

1. **CONTRACT DOCUMENTS**

- a) The Contract Documents consist of this Agreement, together with:
Notice to Bidders
Instructions to Bidders
Bid Form
Certificate of Authority (if applicable)
Certificate of Tax Compliance
Scope of Services
- b) The Contract Documents constitute the Contract, and supersede the bidding documents or any prior agreements between the Owner and Contractor. The Contract may only be modified by a writing duly executed by the Town, or its authorized representative, and the Contractor.

2. **DEFINITIONS**

The term Work used in the Contract Documents includes all materials, labor, motor vehicles, fuel, maintenance and equipment necessary to complete the projects detailed in the Contract Documents.

3. **SCOPE**

The Contractor will furnish at his own proper cost and expense all labor, equipment and materials required for performing as needed ROOFING maintenance and repair services at the Medfield State Hospital as specified in the Contract Documents.

4. TERM OF CONTRACT

This Agreement shall be in effect from the date of contract signing and shall expire on April 30, 2020, unless terminated earlier pursuant to the terms hereof, and the TOWN may extend this agreement for up to two (2) additional one (1) year periods at its sole discretion. All services under this contract for the periods of May 1, 2019 to April 30, 2020 and May 1, 2020 to April 30, 2021 shall be subject to appropriation.

5. CONTRACT SUM

The Owner agrees to pay the Contractor, and the Contractor agrees to accept in full consideration for the performance of the Contract, an amount subject to additions and deductions for individual service requests provided for in the Contract Documents.

6. PAYMENTS TO CONTRACTOR

Payments shall be made to the contractor in accordance with the provisions of Chapter 30, Sections 39G and 39K of the General Laws of the Commonwealth of Massachusetts, as applicable, including all current amendments. Payment of an invoice received by the Town Accountant of Medfield shall, provided that it is correct and in proper form, be made at the next Town payday following receipt of the invoice by the Town Accountant. No payment shall be made under this Contract except for full and satisfactory performance of work completed.

7. CONDITIONS OF EMPLOYMENT

- a) The Contractor agrees that it shall pay laborers to be employed on the project wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The schedule of prevailing wage rates is attached to and made a part of this Contract.
- b) The Contractor shall indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the Contractor's bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the Contractor to pay laborers employed on the project the said applicable prevailing wage rates.
- c) In accordance with the requirements of M.G.L. Chapter 149, Section 27B, the Contractor shall submit to the awarding authority on a weekly basis, a record of hours and wages paid to laborers employed on the project. All such weekly submissions shall be accompanied by the following certification:

"The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed in this work

for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

Dated: _____ Contractor: _____
By: _____
Name: _____
Title: _____ "

8. INDEMNIFICATION OF OWNER

The Contractor shall indemnify, defend and hold harmless the Town and all of its officers, agents and employees against all suits, claims or liability of every name and nature and from all claims for things which the Contractor is required to furnish under this Contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the acts of the Contractor or his agents, employees, or subcontractors in the performance of the Work of the Contract which fail to comply with the terms and conditions of the Contract.

9. INSURANCE

The Contractor is required to maintain, and herewith certifies that he is covered by, the following insurance:

General Liability

Bodily Injury & Property Damage:	\$1,000,000 per occurrence
Combined Single Limit	\$3,000,000 annual aggregate

Town named as additional insured.

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\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Town named as additional insured.

Automobile Liability

Bodily Injury and Property Damage:
Town named as additional insured.

\$1,000,000 per occurrence

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Coverage for all employees in accordance with Massachusetts General Laws.

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The Contractor has made this contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto except as otherwise provided by statute.

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If any material or equipment delivered by Contractor fails to comply with the Specifications, the Contractor shall be notified and shall be required at the discretion of the Town to refund to the Town the sum of money paid for that amount of material or equipment found unsatisfactory and to make such disposition of the defective material or equipment with-out additional cost to the Town as may be agreed upon. The Town

reserves the right to submit material or equipment supplied to evaluation to determine whether the Specifications have been complied with.

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The Town may defer payment to the Contractor of such sums otherwise due him for such period of time as the Town may deem required by law or expedient for the protection of the Town or others against his noncompliance with the terms and conditions of these specifications, and the Town may reimburse itself, by deduction from the money so retained, for all expenses and loss resulting from his noncompliance.

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No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town or ratification by the Town of any breach of the terms and conditions of this contract or the specifications.

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The making of final payment on a service request shall constitute a waiver of all claims by the Town except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Final Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

19. CONTRACTOR'S DEFAULT

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Town may, after seven days' notice in writing to the Contractor and his Surety and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may supply the materials and services here contracted for by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Town.

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- b) The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor's employment practices shall conform to the laws of the Commonwealth of Massachusetts and the United States of America.

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The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution and supplying of the Work.

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In reference to the contract, the Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

23. TERMINATION OF CONTRACT BY OWNER

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper motor vehicles or equipment, or if he fails to make prompt payment for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, seven days' written notice, terminate the employment of the Contractor. In such case the Contractor shall not be entitled to receive any further payment under this contract and if the Town in providing the needs called for hereunder, either itself or through another contractor, exceeds the contract price hereof, for the same work, the Contractor shall pay to the Town the excess so sustained by the Town. In addition, the Town may withhold from any amount otherwise due the Contractor the amount of such excess costs.

24. PERFORMANCE AND LIQUIDATED DAMAGES

The Contractor agrees to commence Work on individual projects awarded under this contract on the date agreed upon with the Town and to thereafter diligently and continuously carry on the Work until the final completion date agreed upon prior to the commencement of Work. The Town reserves the right to assess liquidated damages

based on the cost of replacing the Contractor awarded for the completion of work on an individual project with the Town.

Upon claim made within ten (10) days of occurrence, if the Contractor is delayed at any time in the progress of the Work by changes or additions ordered in the Work, by labor disputes, fire, unusual delay in material supply, unavoidable casualties, causes beyond the Contractor's control, or by an cause which the Owner may determine justifies the delay, the time of performance shall be extended by Change Order for such reasonable time as the Owner may determine.

25. CONTRACTOR'S GUARANTEE

The Contractor guarantees to the Owner for one year after the Final Completion of the Work on an individual service request, the Work will be free from defects resulting from his work or that of any subcontractor or the materials furnished by him or any subcontractor. Any such defects appearing in that time shall be remedied by him at his expense promptly upon notice of their existence; or the Owner at its option may cause them to be remedied, in which case he shall reimburse it for the expense incurred by it thereby. "Final Completion" is defined to mean that point in the progress of the Work when all workers have left a given project, their work completed, with no work remaining to be done on the project other than work required to be done upon the appearance of defects during the one-year period above mentioned.

26. INTERPRETATION OF CONTRACT

This Contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract Documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract Documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

27. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) employees and visitors at the site and all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and their protection them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, (including any Subcontractor, or Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable), shall be remedied by the Contractor, except

damage or loss solely attributable to the acts or omissions of the Owner.

28. TERMS REQUIRED BY LAW

All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three counterparts, each of which shall be deemed an original, in the year and date stated below.

TOWN OF MEDFIELD

By _____

CONTRACTOR

(Title)

Board of Selectmen

(Street)

Date _____

(City, State and Zip Code)

In accordance with Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and the Town Manager has been authorized to execute the contract and approve all requisitions and change orders.

Town Accountant

Board of Selectmen

Meeting Date: June 4, 2019

Request #1: to approve a year of placemaking activities at MSH

Request #2: to allocate \$2,500 from Local Meals Tax Fund towards activities

Submitted by: Sarah Raposa and Jean Mineo

The town applied for, and received a technical assistance grant from the Metropolitan Area Planning Council (MAPC) for creative placemaking programs at the State Hospital. The Cultural Alliance is a partner in recruiting artists, planning and raising funds. We convened an Advisory Committee and developed programs through May, 2020.

May 1 Programs were presented to the Buildings and Grounds Committee, public safety and public works issues were discussed and the committee voted unanimously to recommend the placemaking activities to the Selectmen for approval.

May 14 Jean presented the programs to Selectmen. Selectmen approved the June 15 band concert and requested the concept be brought before the Development Committee to ensure it does not conflict with committee goals, expectations, or the RFP process.

Kristine Trierweiler subsequently confirmed that no license is required and the Town's insurance covers the proposed town-sponsored activities.

May 28 Reviewed and approved by MSH Development Committee

PROPOSED SCHEDULE, ACTIVITIES, BUDGET

Note: activities are anticipated as free, open to all, during the daytime, and not envisioned to include alcohol. Where required, Board of Health permits will be sought when food/food trucks are involved. Port-o-lets will be rented on an event basis when needed.

Total project budget: \$10,488 to be raised (*includes Mosaic, excludes Fence – we'd do one large-scale art installation*)

Economic Development Case for Town Contribution: The results of the 2017 "Arts and Economic Prosperity Study 5" shows that the 16 cultural groups in Medfield, over a 12 month period of surveyed audiences:

- Generates \$3.1 in economic activity in a year
- Supports 125 FTE jobs
- Returns \$113k to local government and \$111k to state government
- Residents and visitors average \$12.35 spent locally as a result of each event

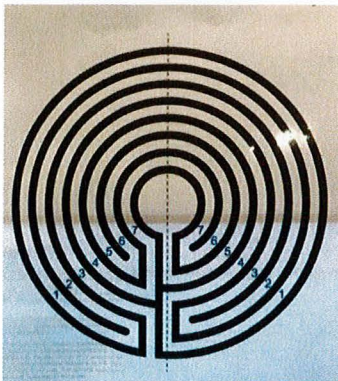
Date	Location	Title/Description	Est. Costs
June <i>(approved 5/14)</i>	Chapel grounds, west side	Dad's Brass Band and paper-making with artist May Babcock, lawn games, community art project with Kurt Jackson, Ice cream truck 2 musicians \$650, (2 are donating their time) Paper-making \$350 (4 hours) 1 Port-o-let \$250 6 Reusable Parking signs \$97 Re-usable checkerboard materials \$106 (printed posters/flyers donated)	TOT \$1,453.

Requested Activities:

Date	Location	Title/Description	Est. Costs
June	Grassy area west side Building 26 (Clubhouse) reviewed with J Thompson	Sunflower garden (200-250 plants). Image of location below.	\$75 materials: seeds, soil, pods. In-kind labor
Sept	Left out on south facing porches, min. 25' apart	3 – 5 Bee pollinator houses (for solitary bees: 90% of the bee population, left outside for bees to winter-over and emerge in the spring)	\$60 signage In-kind labor
Summer-Fall	Chapel Lawn	4 Wood Adirondack Chairs	Eagle Scout project – independent fund raising
Summer-Fall	SE corner, Lawn Behind Bldg 26 - reviewed with J. Thompson	7 concentric circle design, brick inlay installed into the lawn (flush with surface grade – image below)	Eagle Scout project – independent fund raising
July/Aug	Porches/stairs/railings Locations to be finalized with J Thompson	Floral arrangements left on site temporarily accentuating architectural elements (local photographers/Sr. portrait photo shoots)	\$200 materials in-kind labor
Sept/Oct	Up to 10 doors and/or basement or first floor windows covered by wood boards	Poem Project: community suggests and votes on favorite short poems, to be painted on wood boards on buildings within the core campus. "Favorite Poem Project" Poetry reading at the library or on-site	TOT \$75 Paint, brushes, supplies
Sept/Oct	Potential site: 78' ramp behind dining hall (image below)	Mosaic and community mosaic making workshops and installation with artist Bette Ann Libby https://betteannlibby.com/home.html https://communitymosaics.com/section/377273.html . Potential re-use of MSH tiles in basement storage per J Thompson	Est. \$4,000
Oct - May	Chain link fence – temporary installation Min. 300 lin. feet Approx. 6 mo. duration	Photo project "The Fence" travelling exhibition of juried photos printed on 'vinyl banner' zip-ties to fence. https://fence.photoville.com/about/ Programs: Opening reception, educational guide, walking tours, photo clubs and school groups \$1,500 artist stipends \$1,000 production costs	TOT \$2,500
Oct. 12	Date approved by J Thompson	Theatrical performance preview based on stories by Medfield residents collected at Zullo Gallery in July and August	Paid for by MAPC (Artist-in-Residence)
Nov.	Inside Chapel	Period Performance Piece with 1890s music, crafts, cider/apples inside the Chapel	TBD
2020 Jan/Feb	Chapel grounds	impromptu outdoor activity - snowman making contest, snow painting, or "sugar on snow"	\$75 materials
March	Basketball court in core campus	"March madness" yarn bomb the basketball court and temporarily decorate the fence and hoops	Donated labor and materials
April 4	Core campus	Dog parade with costumes and prizes and band to lead the parade around the core campus. Potential collaboration with Nicky Monahan and Vizsla Club.	2 Port-o-lets \$500

May 2	3-4 outdoor locations within core campus to be selected with J Thompson	<p>Porchfest: An afternoon of sequential music performances at 3-4 sites on the campus, that could also include visual arts family activities, food trucks and a picnic. Performers would be positioned on the porches (or another safe place) around the core campus. The audience moves through the campus to experience the performances and the space. https://www.wbur.org/artery/2018/05/09/guide-to-this-summer-boston-area-porchfests</p> <p>Artist Fees \$3,000 Port-o-lets, generators, equip. \$3,000 Food Permit \$50 Communications \$2,000 Video and editing: in-kind Medfield TV</p>	<p>TOT \$8,050 (Revenue: MAPC contribution is \$4k, MCC Festivals grant is \$500)</p> <p>NET TOTAL \$4,050</p>
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Labyrinth



Design



Installation ex. 1 (Walpole)



Installation ex. 2

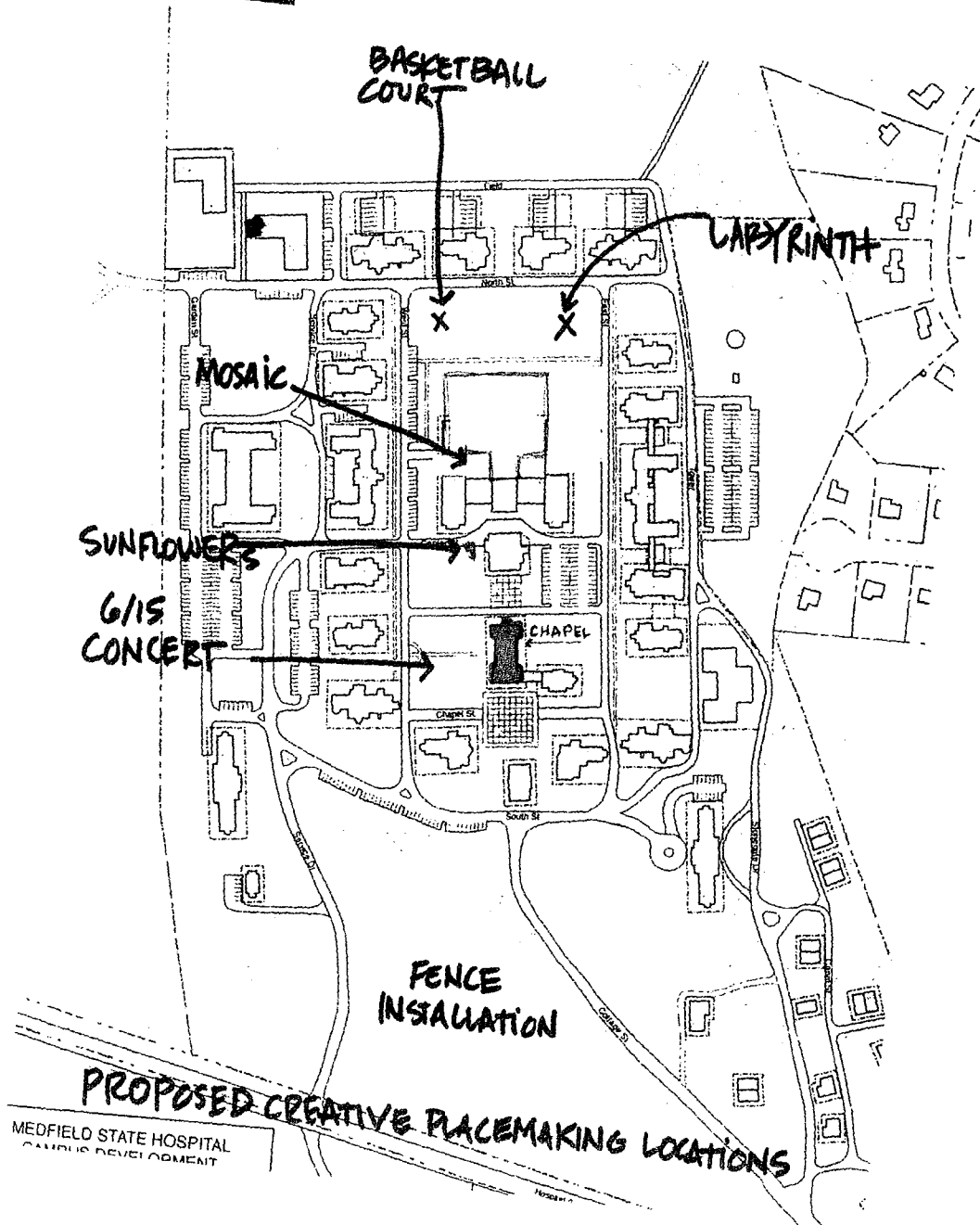
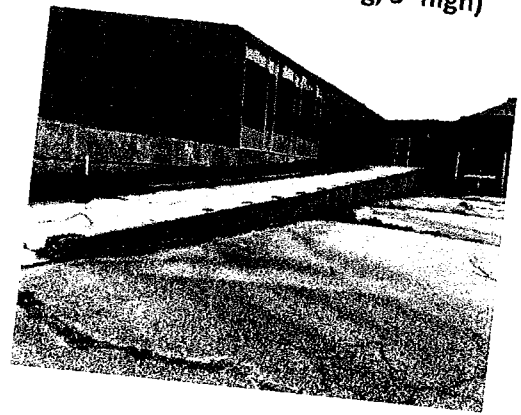
The Fence



Proposed location: Sunflower Garden



Proposed mosaic location
(ramp is 78' long, 5' high)





May 15, 2019

Ms. Joy A. Ricciuto, C.G.A.
Town Accountant
Town of Medfield
459 Main Street
Medfield, MA 02052

[Re: Engagement Letter for Actuarial Consulting Services](#)

Dear Ms. Ricciuto:

The following is an engagement letter by Stone Consulting, Inc. ("the Consultant") to provide actuarial consulting services to the Town of Medfield. This letter covers actuarial consulting services from May 15, 2019 through December 31, 2020, with the option to extend through December 1, 2025. We value our relationship with the Town, and are committed to providing the Town and its staff expert technical services, and consulting advice.

The projects to be performed by Stone Consulting, Inc. include:

- GASB Statement No. 74 and 75 reports for FY2019
- Full OPEB actuarial valuation in 2019

Terms of the engagement, including a more detailed scope of services and the fees for those services, are presented in the following pages of this letter.

Any changes to the terms (e.g., due to changes to applicable laws and/or GASB Standards) will be made in writing with the approval of the Town.

If the terms of the engagement letter are satisfactory, please sign both copies of the letter and return one copy to my attention.

We look forward to working with you.

Sincerely,



Lawrence B. Stone

President/Member, American Academy of Actuaries

Accepted: 
For Stone Consulting, Inc.

Date: 5/15/2019

Accepted: _____
For the Town of Medfield

Date: _____

Fees

The budgets for the projects to be completed by the Consultant are as follows:

- FY2019 full valuation: \$ 9,400
- GASB 74 and 75 reports: \$ 4,500

Scope of Services

The Consultant shall assist the Town by performing an actuarial valuation of Other Post-Employment Benefits provided by the Town for their members under Massachusetts General Law Chapter 32B. Included as part of the valuation will be the following:

- The Consultant shall prepare reports that include:
 - Total OPEB Liability
 - Fiduciary Net Position
 - Net OPEB Liability
 - OPEB Expense
 - Deferred inflows and outflows
 - Required Supplementary Information
 - Development of key results
 - Sensitivity analyses for Discount rate and Trend rate
 - Allocation of results to cost-sharing employers

As part of a full valuation, the Town may schedule two meetings or teleconferences as described below, to be located at their place of meeting (or other location agreed upon by the Consultant and the Town):

- Kickoff Meeting: The Town may schedule one meeting or teleconference with the Consultant to discuss the actuarial assumptions, funding approach, and data requirements.
- Results Meeting: In years where a full valuation is performed, the Town may schedule one meeting or teleconference with the Consultant to discuss the results of the valuation.

The two meetings may be combined with the agreement of the Consultant and the Town.

Extension Agreement

The agreement may be extended through May 14, 2026, to cover OPEB actuarial consulting projects through Fiscal 2025. The fees and scope of services for any such arrangement would be subject to the discretion of the Town and Stone Consulting, Inc.

Additional Terms

Billing

The fees above assume timely receipt of complete data. Additional services (e.g., including meetings beyond those proposed or work with auditors, etc.) will be billed at an hourly rate of \$365 in 2019 and 2020.

If the Town desires Stone Consulting, Inc. to perform additional services beyond the study's scope, as outlined in this engagement letter, we will provide a fee quote for the additional work. We will not proceed to perform additional services until we have written authorization to do so. Examples of additional work are work with auditors other than providing member data, meetings in addition to those listed on the prior page, studies, and a funding valuation.

We do not charge for expenses, such as short-run production of reports, mileage, or computer usage. We bill monthly for work completed in the prior month. Our billing terms are net 30 days.

Data Requirements

While Stone Consulting, Inc. does not audit data, we do check for general reasonableness. This requires data to be transmitted to us which contains sensitive or personal information such as social security numbers. Any data containing sensitive material will be sent either by fax, or if sent electronically, using encryption.

The Town takes full responsibility that the data is reasonable and appropriate. All plan participant and member data will be provided in a machine-readable format. The Town agrees to provide us with all information relevant to the services to be performed. Failure to do so may result in additional fees and extensions of any deadline.

Use of Email Communication

The Town consents to the use of electronic mail in communication and in transfer of information and documents. Both parties will carry procedures to protect the integrity of the data. Risks of the use of electronic communication are borne by the Town and are not the responsibility of the Consultant.

Fiduciary Responsibility

The Town understands that Stone Consulting, Inc. is not acting in the capacity of a fiduciary.

Indemnity

The Consultant will not be held liable for any damages (including loss of profit/revenue) for any reason, including without limitation any breach/termination of this agreement, regardless of the basis on which it is asserted, and regardless of whether the Consultant has been advised of the potential for such damages.

Actuarial Results

Actuarial results include projections of future events – these are meant as a best estimate of future experience, not an outright prediction. The Town understands that actual experience may and is in fact likely to diverge from any projection. The actuarial results prepared for funding and for GASB disclosures and intended for those purposes and may not be sufficient for other purposes such as plan termination.

The Town agrees not to use actuarial results or reports to mislead other parties. These results and reports are meant for the internal use of the Town, the OPEB Trust, and its auditors. They are not intended, and may not be suitable, for any other purpose.

Actuarial Methods and Assumptions

Actuarial Methods and Assumptions will be selected by the Town with guidance from and information provided by the Consultant. The Town staff will assume responsibility for assuring that the actuarial assumptions and methodology are reasonable and appropriate. The Consultant will perform actuarial valuations in accordance with generally accepted actuarial practices and any applicable standards, as well as the actuarial Code of Conduct, and applicable law.

Resolution of Conflict

Should any disagreement arise which is not resolved mutually, in the interest of minimizing time and expense to both parties, the Town and the Consultant agree not to demand a trial by jury in any action/counterclaim relating to this agreement.

Termination of Agreement

In the event that either the Town or the Consultant believes the other party is not fulfilling its obligations, it shall notify the contact person of the other party in writing specifying such failure. If the other party does not resolve such failure to the reasonable satisfaction of the notifying party within 30 days, the notifying party may terminate this agreement by written notice by first class mail to the other party. Nothing herein shall prevent the Consultant from suspending the performance of services when its invoices have not been paid per our billing terms identified above. Upon termination of this Agreement, the Town shall promptly pay Stone Consulting, Inc. for all expenses and services performed prior to such termination.

Ms. Susan Arnold
Vice President of Conservation - Appalachian Mtn Club
10 City Square
Boston, MA 02129

May 23, 2019

Dear Ms. Arnold,

We are writing as abutters to the trail as it runs parallel to Ice House Rd. and continues to the McCarthy Park recreation fields. As you are aware per your letter dated May 17th, members of the Bay Circuit Alliance (BCA), division of the Appalachian MTN Club (AMC), trespassed onto our properties to relocate a portion of the trail. Apparently, they were attempting to relocate the trail in accordance with a new route approved by the Medfield Board of Selectmen in 2016. However, the actual license approved by the selectmen was never executed. Secondly, the route tentatively approved by the selectmen was limited to town owned land. Instead, the members of the Bay Circuit group which blazed the trail, mis-surveyed the route and unlawfully entered our properties, trimmed and cut down our trees, and installed placards identifying the trail on our property. The incursions were significant and resulted in our incurring both physical and monetary damages.

The damages included the costs to survey our properties to verify our property lines and the destruction of mature trees that provided an important buffer between our properties and the town-owned land adjacent to us. In total, the damages exceed \$4,000. Additionally, we would remind you that under MGL 242 section 7, allows up to **triple the damages** for the malicious trimming, destroying, or cutting of another person's trees.

Accordingly, we are demanding the Alliance reimburse us for the damages we incurred. We are also demanding that the AMC & BCA withdraw its request to the town to relocate the trail. By copy of this letter, we are requesting the selectmen to withdraw their approval of the relocation and retract the draft license authorizing the relocation. We are willing to meet with authorized representatives from the AMC & BCA to discuss these demands however in the meantime, we demand the AMC & BCA cease and desist allowing hikers use of the relocated trail. We will be posting No Trespassing signs on our properties. To arrange a meeting, please contact Joe Scier at 617-901-6658 or joe.scier@gmail.com.

Sincerely

Bonfatti's
Henebry's
Sciers

Cc Kristine Trierweiler, Mark Cerel, Medfield BOS

RECEIVED

MAY 28 2019

MEDFIELD SELECTMEN



CRWA

Saving the Charles River since 1965

May 22, 2019

Kristine Trierweiler, Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

RECEIVED

MAY 28 2019

MEDFIELD SELECTMEN

Dear Administrator Trierweiler,

I am writing today to invite your community to join the **Charles River Climate Compact**. The enclosed document provides information on eligibility, time commitment and expectations, and member benefits. Charles River Watershed Association (CRWA) has been working with partners like you to protect and restore the Charles River for over five decades. Because of our strong relationships with our watershed communities we have been extremely successful in transforming the river from the degraded dumping ground immortalized in the song *Dirty Water* into the regional gem we know today! As you know however, there are many things that still degrade and threaten the Charles River, among these is the unprecedented threat of climate change.

Many cities and towns are taking proactive leadership roles in adapting to climate change and for that we applaud you. However, even with cities and towns allocating resources to climate adaptation, the reality is there are challenges that individual towns cannot address on their own and are more appropriately addressed at a regional scale. Additionally, communities cannot act in a vacuum as the actions of one community will have impacts on neighboring or downstream communities. While climate change is certainly a challenge, it is also an opportunity to build healthier more resilient communities as we adapt to an uncertain future.

CRWA is launching the **Charles River Climate Compact** to bring together communities in the Charles River watershed to work on climate adaptation at a regional scale. The Charles River Climate Compact is:

- A **convening of watershed communities** to:
 - discussed **shared and regional challenges to climate adaptation**
 - discussed **solutions** to shared and regional challenges to climate adaptation
 - investigate **watershed scale flooding issues**
 - **raise issues together**, as needed
- Access to technical expertise from CRWA, and our network of environmental partners as needed, to address challenges in the following categories: flooding, stormwater, water quality and quantity, environmental justice, dam removal, wetlands protections, land use, and accessing funding

Please complete and **return the enclosed membership form by June 20th**. If you have questions, join us for an informational webinar on **June 4th**. We look forward to working with you toward a healthy, resilient Charles River watershed.

Sincerely,

Emily Norton

cc: Sarah Raposa, Town Planner

Charles River Watershed Association
Charles River Climate Compact
Membership Form

Thank you for your interest in climate adaptation in your community and across the Charles River Watershed Association. Please complete this form and return it via mail or email to the address below by **June 20, 2019**.

Municipality: _____

Community Representative

Please complete the following section for your community's designated representative to the Climate Compact. This person will receive all Climate Compact communications and be expected to represent your community at least two meetings in the coming year.

Name: _____

Email Address: _____

Title: _____

Phone Number: _____

Department: _____

Demonstrated Interest in Climate Adaptation

Our community has done the following to demonstrate our commitment to climate adaptation (please select at least two items from the list or write in your own):

- ☐ Be a designated MVP community or in the MVP planning process.
- ☐ Have a current hazard mitigation plan that deals with the expected impacts from climate change.
- ☐ Have a demonstrated commitment to water conservation.
- ☐ Have a demonstrated commitment to green infrastructure.
- ☐ Member of (informal) Charles River Stormwater Collaborative.
- ☐ Member of Mass ECAN, Metro Mayors adaptation task force, or other similar climate adaptation association
- ☐ Other: _____

The primary thing I/we hope to get out of the Climate Compact is:

I/We would like the Climate Compact to facilitate discussions or trainings about:

Return this form to CRWA, Attn: Julie Wood, 190 Park Road, Weston, MA 02493 or jwood@crwa.org.

This form is available online at: <https://forms.gle/hvY4ggZcnvLHtiqWA>



Charles River Watershed Association

Charles River Climate Compact

Mission: Bring together communities in the Charles River watershed to work on climate adaptation by sharing information and experiences and taking a watershed view of adaptation strategies.

Description: Many cities and towns are taking proactive leadership roles in adapting to climate change. Even though many cities and towns are allocating resources to climate adaptation, the reality is there are challenges that individual towns cannot address on their own and are more appropriately addressed at a regional scale. Additionally, communities cannot act in a vacuum as the actions of one community will have impacts on neighboring or downstream communities.

The Charles River Climate Compact is:

- A **convening of watershed communities** to:
 - Discussed **shared and regional challenges to climate adaptation**
 - Discussed **solutions** to shared and regional challenges to climate adaptation
 - Investigate **watershed scale flooding issues**
 - **Raise issues together**, as needed
- **Access to technical expertise** from CRWA, and our network of environmental partners as needed, to address challenges in the following categories: flooding, stormwater, water quality and quantity, environmental justice, dam removal, wetlands protections, land use, and accessing funding

We plan to work with you to set priorities for the Compact, but possible discussion topics will include:

- Stormwater
- Flooding
- Heat impacts and mitigation
- Environmental justice and equity
- State planning and policy
- State infrastructure
- Funding opportunities

Eligibility: All communities that are fully or partially within the Charles River watershed are invited to join! Entering the compact just requires a commitment to working on climate adaptation at a regional scale. To demonstrate a commitment to climate adaptation we ask that communities meet two or more of the requirements listed on page 2.

Membership requirements:

Member communities will be expected to do the following:

- Designate a point person within the community as the Climate Compact representative
- Attend two meetings a year (in 2019 one half day scoping workshop will be held this summer and a kick of meeting will be planned for the fall)
- After year 1, join and participate in a subcommittee
- Participation in Google group discussions
- Maintain eligibility

Membership benefits:

- Networking and information sharing with neighboring communities
- Forum for taking on regional climate adaptation challenges (example: joining with multiple communities and CRWA to push for answers from a state agency or investigate a dam removal opportunity)
- Access to technical expertise from CRWA and our network, CRWA will specifically be asking members for input on what technical and/or policy resources they need and will work to find or create those
- Participation in watershed scale flood planning

Membership Requirements: Communities must meet two or more of the listed requirements.

1. Be a designated MVP community or in the MVP planning process.
2. Have a current hazard mitigation plan that deals with the expected impacts from climate change.
3. Have a demonstrated commitment to water conservation.
4. Have a demonstrated commitment to green infrastructure.
5. Member of (informal) Charles River Stormwater Collaborative.
6. Member of Mass ECAN, Metro Mayors adaptation task force, or other similar climate adaptation association.

Cost: Free!

Want to know more?: Join us for an informational webinar on **June 4th at 1pm.**

Register for the webinar online at www.crwa.org/climate-change-adaptation

Ready to sign up?: Please return the enclosed form by **June 20, 2019.**

Dear Selectman Peterson,

Laurel Scotti and I met with you on April 26th at The Center during your office hour and asked about declaring June 10th as Eve Potts Day in Medfield as she is going to be 90 years young.

Eve and her husband Charlie moved from California to Medfield with their three daughters more than 50 years ago. The family quickly assimilated themselves into Medfield town life. Today, Eve is a familiar face around town for her 50 years of living, sharing, volunteering and attending Medfield functions and activities.

Eve's contributions to our town are many. We may have missed a few, but the following activities were all done by our very own 90 year young Eve Potts.

Medfield Garden Club member since 1993 and was just recently made an honorary member in 2018.

- Volunteers at the 2 major fundraisers for the club which are the Greens Sale and the Spring Plant Sale.
- past chair of the TASC committee which oversees the beautification of the 20 plus sites in Medfield
- past chair of the Program committee

Medfield Public Schools

- Home Ec teacher at High school
- Member of certification committee
- Part-time Home Ec teacher after retirement

Volunteered as Girl Scout leader

Medfield Food Cupboard volunteer

Chairwoman and volunteer at Medfield Farmer's Market

Long time member of the Unitarian Church in Medfield
Chairs building committee
Food safety certified for church kitchen
Environmental committee

Committee member of banning vehicle idling

Committee member of plastic bag ban

COA

Director of landscaping
Volunteer driver
Volunteer at annual sale

I go out with Eve quite frequently and I do not think there has ever been a time when we have been out that someone has not come up to her and said hello as she has taught them in school or touched them in all her volunteer endeavors.

Please let me know if there is anything else you need.

We would like to invite Denise Garelick to read this declaration if that is satisfactory with you.

Thank you,
Christa Thompson
Laurel Scotti

Law Office of
MARK GORDON CEREL

Medfield Professional Building
5 North Meadows Road (Rte. 27)
Medfield, MA 02052

Mailing Address:
P.O. Box 9
Medfield, MA 02052

Tel. (508) 359-5536
Fax No: (508) 359-5133

May 30, 2019

Norfolk Superior Court
650 High Street
Dedham, MA 02026

Attn: Mary K. Hickey, First Assistant Clerk

Re: David Goldman and Brenda Goldman v. Leslee A. Willits, et al.
C.A. No. 17-1435

Dear Ms. Hickey,

Reference is made to the above-captioned case which is scheduled for a status conference next Wednesday, June 5 at 3:00 p.m. before Judge Elaine Buckley. Enclosed please find Defendants' Memorandum for the judge's consideration in connection with said conference. Please docket it and submit it to the judge for her review.

Thank you for your usual courtesy and cooperation.

Very truly yours,
Law Office of Mark Gordon Cerel


Mark G. Cerel

MGC:ce
Enclosure
cc: David & Brenda Goldman
Medfield Conservation Commission

bcc: Medfield Board of Selectmen
Kristine Trierweiler, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

MASSACHUSETTS TRIAL COURT
SUPERIOR COURT DEPARTMENT
CIVIL NO. 17-1435

DAVID GOLDMAN and
BRENDA GOLDMAN,

Plaintiffs-Defendants in Counterclaim,

v.

LESLEE A. WILLITTS, Medfield Conservation Agent, Defendant
MEDFIELD CONSERVATION COMMISSION,

Defendant-Plaintiff in Counterclaim.

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**DEFENDANTS LESLEE A. WILLITTS' AND
MEDFIELD CONSERVATION COMMISSION'S
MEMORANDUM FOR JUNE 5, 2019 STATUS CONFERENCE**

Factual Summary

Pursuant to the Court's Order entered at the March 3, 2019 Litigation Control Conference, the Medfield Conservation Commission held a hearing, at a duly-posted public meeting, on the Enforcement Order which the Commission had previously issued against David and Brenda Goldman; the hearing took place over three meetings held on April 4, May 2 and May 16. David and Brenda Goldman attended all three sessions; they were present by themselves, without any legal counsel, environmental consultant, or other representatives or witnesses.

At the commencement of the hearing, the Chairman of the Medfield Conservation Commission announced that the scope of the hearing would be limited to the existence of wetlands resource areas on the Goldmans' property at 25 Noon Hill Road, whether the Goldmans performed work within wetlands resource areas without prior filing with and approval of Medfield Conservation Commission, and, if so, what remedial action is needed; the Goldmans objected to this limitation. The Goldmans took the position that wetlands statute, regulations, and local bylaws are inapplicable to residential property and that their gardening activities on their property constituted "recreating" which was exempt from regulation; the Conservation Commission disputed this position. During the ensuing hearing, the Commission heard from its agent Leslee Willitts, as well as its Chair who conducted a site inspection with the permission of the Goldmans and in their presence; the Commission also received some sixty-two exhibits, the vast majority being submitted

by the Goldmans. During the third session of the hearing, the Medfield Conservation Commission determined that the Goldmans had installed stockade fencing and performed work on a shed within or near wetlands resource areas and should be required to complete and file a Request for Determination of Applicability (RDA) with the Commission; the Commission members also opined that, if the Goldmans did so, the Commission would likely issue a negative determination with conditions. In response, both Goldmans forcefully stated that they would not do so. At this point in the proceeding, Mr. Goldman abruptly exited the meeting, directing multiple expletives at the Commission as he did so; he also directed his wife Brenda Goldman to remain at the meeting. Mrs. Goldman did remain at the meeting and engaged in a prolonged and heated exchange with the Commission.

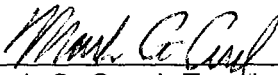
On May 23, the Medfield Conservation Commission held a special meeting to review and approve draft minutes for the three sessions of their hearing, re: Enforcement Order vs. David and Brenda Goldman.

Proposed Action

Medfield Conservation Commission intends to compile minutes and exhibits which constitute the record from the three sessions of their public hearing, re: Enforcement Order vs. David and Brenda Goldman and to file same with the Court as Defendants' Supplemental Answer, pursuant to Superior Court Standing Order 1-96; thereafter, Defendants intend to file a motion for judgment on the pleadings pursuant to Mass. R. Civ. P. 12(c), as provided in said Standing Order.

In light of the voluminous nature of the record: a total of fifty-eight (58) pages of minutes and sixty-two (62) exhibits, Defendants request thirty (30) days following the date of this status conference to file the record with the Court; Defendants further request sixty (60) days following said filing to file their Rule 12(c) Motion for Judgment on the Pleadings.

By their attorney,
Law Office of Mark Gordon Cerel



Mark G. Cerel, Esquire
BBO# 079760
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Tel. No.: (508) 359-5536

DATED: May 30, 2019

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon ~~the attorney of record for each other party~~ by mail (by hand) on 5-30-19.





May 23, 2019

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Changes to Xfinity Packages with Cinemax

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

Accordingly, as of July 17, 2019, customers who subscribe to the Digital Premier Tier, receive Digital Premier Tier as part of their package, or subscribe to most other packages with Cinemax, will receive Hitz, a new service that will include more than 200 movie titles selected from a variety of top studios. As of that date, Cinemax will no longer be available with Digital Premier Tier or those packages. For more information about this change, please visit <http://xfinity.com/hitz>. We are notifying customers who subscribe to these services of this change.

Cinemax will still be available to purchase separately as a Premium channel. Customers who currently subscribe to Cinemax as a separate Premium channel or with our Digital Preferred w/ 1 Premium (Cinemax) service will continue to receive the channel. For those customers, as of July 10, 2019, the following channels will only be located on channels 1822 to 1835, where available: More Max, Action Max, Thriller Max, 5Star Max, MovieMax, OuterMax, and Cinemáx. We are notifying customers who currently subscribe to these channels through bill messages.

Please feel free to contact me at 508.884.2326 if you have any questions.

Very truly yours,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs