

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

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TOWN OF MEDFIELD, MASS

2018 APR 20 A 10:33

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TOWN CLERK

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

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall Chenery Meeting Room	Tuesday April 24, 2018 @7:00 PM

AGENDA (SUBJECT TO CHANGE)

Announcement

Disclosure of Video Recording

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

Executive Session at close of meeting to discuss Collective Bargaining

Citizen Comment

Action Item

Police Chief Meaney requests the Selectmen vote to appoint Police Officer Candidate Paul Treggiari to the Department

Vote to authorize Chairman Marcucci sign letter regarding Application for the Municipal Vulnerability Preparedness Grant Program

Vote to sign Memorandum of Understanding for the proposed project , Medfield Green LIP, developer John Kelly

Vote Warrant Articles

Town Administrator Update

Selectmen Report

Informational

Copy of Town Counsel Cerel's letter regarding Rockwood Lane basketball hoop and backboard

E. Clarke
4/20/18



Robert E. Meaney, Jr
Chief of Police

Town of Medfield
Police Department
Medfield, Massachusetts 02052

Headquarters
110 North Street
Phone (508) 359-2315
Fax (508) 359-6926

April 12, 2018

To: Medfield Board of Selectmen
From: Chief Robert Meaney
Subj: Police Officer Candidate Appointment

I request that Paul Treggiari be given an offer of employment as a Police Officer. Mr. Treggiari has been employed as a full-time Public Safety Dispatcher for the past four years and has done a very good job.

Paul holds a Bachelor of Science Degree in Criminal Justice from Bridgewater State University and is a Medfield resident.

He comes from a law enforcement family, as his father has spent his career as a Police Officer with the Needham Police Department.

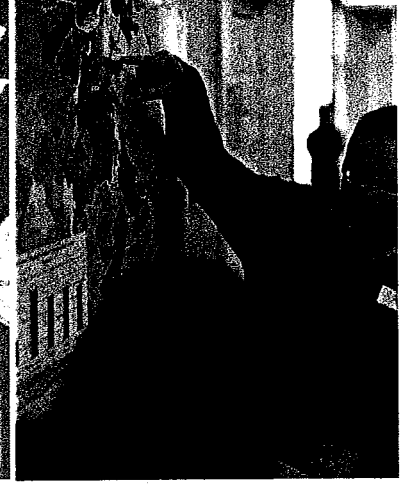
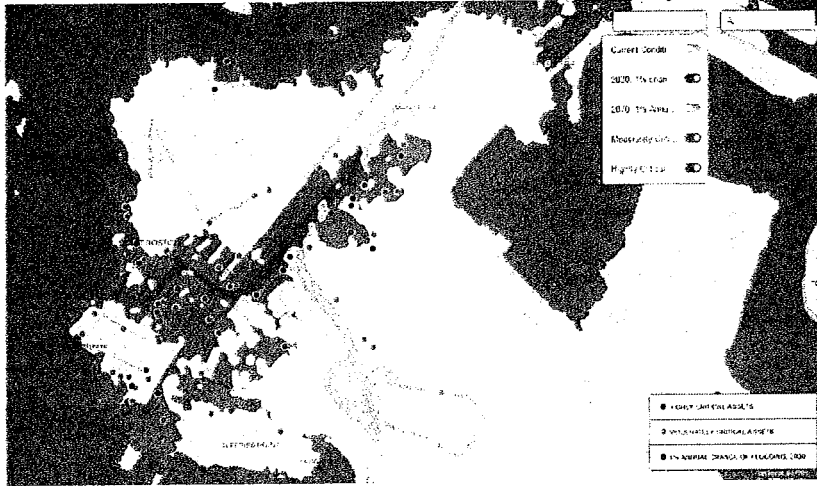
This offer of employment allows us to begin his background check with the intent of his entering the Police Academy in July.

Thank you for your consideration.



MVP

Municipal
Vulnerability
Preparedness
Program



MAPC's MVP Program

Your municipality's MVP plan will frame much of your climate change work for the foreseeable future. The Metropolitan Area Planning Council (MAPC) is the certified MVP provider best positioned to help you create a plan that will have lasting impact.

Part of MAPC's mission is to improve Metro Boston's climate resilience, and our MVP services flow from that dedication.

We bring deep experience, local knowledge, and a multidisciplinary approach: nine of our planners in a variety of specialties are MVP-certified. We offer a regional lens – invaluable in work that knows no municipal borders. Perhaps above all, we are committed for the long term: we will be here to help you address climate change challenges long after your plan is complete.



Martin Pillsbury, Environmental Planning Director
mpillsbury@mapc.org | 617.933.0747

- ✓ **EXPERIENCE WORKING WITH MUNICIPALITIES** *Fifty years of experience in and local knowledge about Greater Boston's 101 cities and towns.*
- ✓ **STRONG FACILITATION AND COMMUNITY PLANNING EXPERIENCE** *Highly-trained facilitators, nine MVP-certified planners with extensive experience leading community planning processes, and with specialized experience in Environment, Public Health, Clean Energy, Land Use, and Community Engagement.*
- ✓ **EXPERIENCE WITH CLIMATE CHANGE VULNERABILITY ASSESSMENT, AND HAZARD MITIGATION PLANNING** *MAPC is the leading climate planner in the region, and is currently working with more than 20 communities on regional or municipal Climate Vulnerability Plans. We have completed Hazard Mitigation Plans for 83 cities and towns and are currently providing five-year updates to over a dozen communities.*
- ✓ **ABILITY TO PERFORM GIS ANALYSIS** *Extensive in-house GIS and data analysis.*

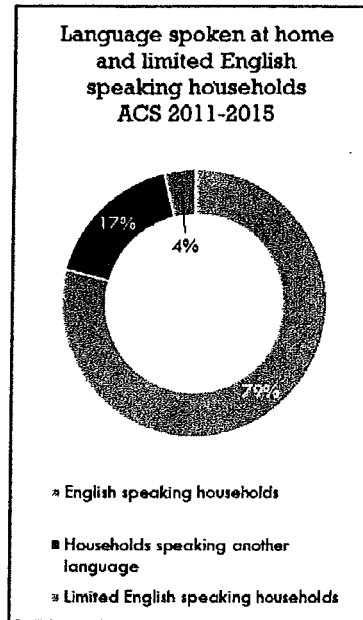


MAPC's Climate Plans

Our plans analyze future climate projections, including heat, drought, inland flooding, and sea-level rise. We consider potential impacts to public and private infrastructure, vulnerable populations, natural resources, public health, and the local economy.

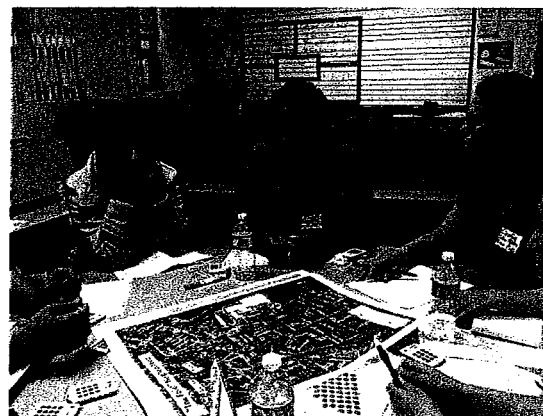
We reach out to residents, business owners, and other stakeholders, including people from underrepresented groups, and involve them with our award-winning community engagement. We make data, tradeoffs, and the entire process inclusive, clear, and accessible. We identify community strengths and municipal programs that will provide resilience to projected climate changes.

Our Action Plans, developed in partnership with municipal officials and community leaders, identify next steps to bolster municipal resilience. These strategies span policy, planning, community outreach, and physical infrastructure projects.



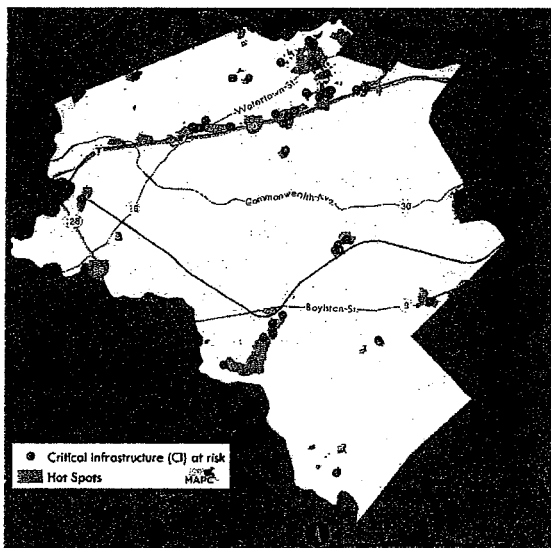
MAPC is Culturally Competent, Dedicated to Equity and Outreach

MAPC is a mission-driven agency, and equity is one of our core values. We work to make our region place where everyone has an opportunity to succeed, very much including those who are and have been underserved. We are dedicated to diverse partnerships and working meaningfully with all kinds of stakeholder groups.



Contract with MAPC Directly And Simply

MGL Chapter 30B Sections 1(b)(3) and (b)(9) exempt municipalities from having to issue a Request for Proposal or an Invitation for Bids, or from engaging in any other procedures required by procurement law, when working directly with MAPC.



Deeply Committed to Greater Boston Municipalities

For more than 50 years, MAPC has been helping Greater Boston become even better places. Our history with and knowledge of your community, and of the region as a whole, gives us special insight in honoring your past and present-and help you prepare for the future.



Martin Pillsbury, Environmental Planning Director
mpillsbury@mapc.org | 617.933.0747



MICHAEL J. SULLIVAN
Town Administrator

TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

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

(508) 359-8505

April 25, 2018

Katie Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114
kathleen.theoharides@state.ma.us

Dear Ms. Theoharides,

This letter confirms that the Town of Medfield intends to submit an application for the Municipal Vulnerability Preparedness Grant Program, to participate in the workshop process, and to further our knowledge of climate change within the town and region. The Board of Selectmen met on April 24, 2018 and provides this letter of support for the grant application and participating in the program.

Please let us know if you need any additional information.

Respectfully submitted,

Michael T. Marcucci, Chair
Medfield Board of Selectmen

cc: Representative Denise Garlick
Representative Shawn Dooley
Senator Paul Feeney

Attachment A: Cover Sheet Requirements

**MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM FY 18
PLANNING GRANT
RFR ENV 18 POL 04**

Applicant (name of municipality):

MEDFIELD

Address:

459 Main Street

Medfield, MA 02052

Local Project Manager and Point of Contact:

Name:

Sarah Raposa

Department/Committee/Municipal Role:

Town Planner

Email:

sraposa@medfield.net

Phone:

(508) 906-3027

Informational

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

April 17, 2018

Dr. Bryan Cotter
7 Rockwood Lane
Medfield, MA 02052

Re: License, Waiver and Indemnity Agreement for Continued Installation
and Maintenance of Pole-mounted Basketball Hoop and
Backboard Within Rockwood Lane Public Right-of-Way

Dear Dr. Cotter,

The Medfield Board of Selectmen approved the draft of the above-noted agreement with language added to permit you to meet the liability insurance requirement with a rider or endorsement to an existing policy. Enclosed find four (4) copies of the agreement which you and your neighbor Bjorn Jakobsen should each sign; once you have done so, please return all four copies to my office, together with certificate of insurance which evidences the required insurance coverage. (Please feel free to slide the copies under my office door, if you do not want to mail them.) Upon receipt, I will arrange for the Board of Selectmen to vote, formally, to grant you the revocable license and to sign the agreement reflecting same and I will return a fully-executed copy to you and one to Mr. Jakobsen for your records.

If you or Mr. Jakobsen have any questions, please feel free to contact me; otherwise, I shall await receipt from you of the signed copies and certificate of insurance.

Very truly yours,



Mark G. Cerel
Medfield Town Counsel

MGC:ce

Enclosures

cc: Medfield Board of Selectmen
Michael J. Sullivan, Medfield Town Administrator
Maurice Goulet, Medfield DPW Director
Bjorn Jakobsen

LICENSE, WAIVER AND INDEMNITY AGREEMENT

This Agreement is made the _____ day of _____, 2018, by and between the Town of Medfield, MA, acting through its duly-elected Board of Selectmen (hereinafter called the "Selectmen") and Bjorn Jakobsen and Bryan Cotter, of 6 and 7 Rockwood Lane, respectively (hereinafter called the "Landowners").

WHEREAS, the Landowners have applied to the Selectmen for permission to continue to maintain a pole-mounted basketball hoop and backboard previously installed without permission within the right-of-way of Rockwood Lane, Medfield, fronting upon Landowners' properties at 6-7 Rockwood Lane; and

WHEREAS, the Selectmen are willing to grant such permission, but only in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Selectmen hereby grant to Landowner(s), a license to continue the installation and maintenance at their sole cost and expense of a pole-mounted basketball hoop and backboard (hereinafter: "installation"), within the right-of-way of Rockwood Lane. A photographic depiction of the installation is attached hereto as Exhibit "A".
2. This license may be terminated by the Selectmen immediately, upon written notice to the Landowner(s) in the event that the Selectmen determine that the installation has become a hindrance to the public convenience. Landowner(s) shall remove or relocate the installation onto the Landowners' property within ten (10) days after termination, failing which, the Town may remove the installation from the right-of-way and dispose of it.
3. In consideration of the foregoing grant by the Selectmen, the Landowner(s) hereby agree(s) as follows:
 - A. To maintain said installation in good condition while it is on the Town's property.
 - B. To indemnify, hold harmless and defend the Town of Medfield, its agents, servants, and employees, to the maximum extent permitted by law, from and against any and all costs, claims or causes of action which hereafter may be brought or instituted against any or all of them by or on behalf of anyone claiming loss or injury, due to or arising out of or incidental to the presence of said installation within the right-of-way of Rockwood Lane pursuant to the aforesaid license.

- C. To release and waive any claim against the Town of Medfield for damage or loss to the installation, caused by or as a result of the action of any agent, employee or other representative of the Town of Medfield due to its presence within the Rockwood Lane right-of-way including, but not limited to, snowplowing activities.
 - D. To purchase and maintain comprehensive general liability insurance in the name of the Town of Medfield, as its interests may appear, in the amount of one million dollars (\$1,000,000), combined single-limit coverage, and to provide the Town, from time to time, with certificates of insurance, upon request. This requirement may be satisfied by adding Town, as additional insured, to any existing insurance policy which provides general or public liability coverage.
4. The rights conferred by this Agreement: (i) are contractual in nature and do not constitute a grant of an easement of any kind; (ii) shall automatically terminate upon either Landowner's sale or transfer of title of property; (iii) are not transferable or assignable by Landowner(s) without the prior written consent of the Selectmen and any purported attempt to do so shall be null and void and cause the automatic termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2018.

Town of Medfield, by its Board of Selectmen:

Landowner(s):

Michael T. Marcucci, Chairman

Bjorn Jakobsen

Gustave Murby, Clerk

Bryan Cotter

Osler L. Peterson, Member