



NAN BALMER  
TOWN ADMINISTRATOR  
TEL. (508) 358-7755  
www.wayland.ma.us

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

MARY M. ANTES  
ANTHONY V. BOSCHETTO  
EDWARD J. COLLINS  
CHERRY C. KARLSON  
JOSEPH F. NOLAN

## BOARD OF SELECTMEN

**Tuesday, April 7, 2015**

**Wayland High School**

**Field House**

### Proposed Agenda

*Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. The meeting likely will be broadcast and videotaped for later broadcast by WayCAM.*

- |         |     |   |
|---------|-----|---|
| 6:30 pm | 1.) | Open Meeting and Enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21a(6), to Discuss the Exchange, Lease or Value of Real Estate in regard to the Municipal Parcel at Town Center |
| 6:40pm  | 2.) | Call to Order by Chair <ul style="list-style-type: none"><li>• Announcements; Review Agenda for the Public</li></ul>  |
| 6:42 pm | 3.) | Public Comment  |
| 6:45 pm | 4.) | Discussion of Schedule for Upcoming Board of Selectmen Meetings   |
| 6:50 pm | 5.) | Discussion and Potential Vote on Positions on Articles and Discussion of Issues Relative to 2015 Annual Town Meeting  |
| 7:05 pm | 6.) | Correspondence  |
| 7:10 pm | 7.) | Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting, If Any   |
| 7:15 pm | 8.) | Adjourn and Reconvene to Join 2015 Annual Town Meeting  |



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**Tuesday, April 7, 2015**  
**Wayland High School**  
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## CORRESPONDENCE

### Selectmen

1. Letter of 3/26/15 from Town Counsel Mark J. Lanza to Jessica Brodie, Recreation Director, re: Lot 1/1A Former Nike Site, Oxbow Meadows
2. Letter of 3/30/15 from CMG Environmental Inc. to Sarkis Sarkisian, Town Planner, re: Municipal Parcel Information, 440 Boston Post Road
3. Letter of 3/31/15 from Board of Selectmen to Nancy Carapezza re: Sewer Betterment Assessment Abatement Applications
4. Memorandum of 4/2/15 from Beth Klein, Town Clerk, to Board of Selectmen, re: Resignation of Kent Greenawalt from the Planning Board
5. Letter Received 4/2/15 from Rabbi Sally Finestone, Congregation Or Atid, re: Thank You For Decision on Town Meeting Dates
6. Invitation to Legislative Breakfast, April 17, 2015, hosted by Family Promise MetroWest and Natick Service Council
7. Letter of March 2015 from Archdiocese of Boston re: Invitation to Thanksgiving Service for Public Safety Personnel and Families, October 4, 2015
8. Monthly Report, Animal Control, March 2015

### Conservation Commission

9. Order of Conditions, 4/1/15, from Brian J. Monahan, Conservation Administrator, re: Route 27 Sidewalk Project

### Zoning Board of Appeals

10. Public Hearing, April 14, 2015, 228 Glezen Lane, 19 Amey Road
11. Continued Public Hearing, April 14, 2015, 26 Parkland Drive

### State

12. Letter of 3/23/15 from Veterans of Foreign Wars, Department of Massachusetts, re: Support for H 1641
13. Letter of 3/27/15 from Veterans of Foreign Wars, Department of Massachusetts, re: Stand Against HD 1590



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

TOWN BUILDING  
41 COCHITUATE ROAD  
TEL (508) 358-7701  
www.wayland.ma.us

March 26, 2015

RECEIVED

MAR 26 2015

Board of Selectmen  
Town of Wayland

BY HAND

Jessica Brodie, Director  
Recreation Department  
Wayland Town Building  
41 Cochituate Road  
Wayland MA 01778

RE: Lot 1/1A Former Nike Site, Oxbow Meadows,  
Oxbow Road, Wayland, Massachusetts

Dear Jessica:

The Recreation Commission, through you, has sought my written opinion as to which Town board has custody of the above-referenced parcel of land. This letter confirms our March 19, conversation in which I opined that the Board of Public Works has custody of the land.

The Town acquired the land by deed from the U.S. National Park Service under its Federal Land to Parks Program on April 25, 2005. The Federal Lands to Parks Program assists communities in getting surplus land from the federal government, from finding out and applying, through obtaining ownership. The program advocates on behalf of the communities for acquisition of the appropriate land and helps ensure permanent public recreational use and stewardship of the land **conveyed for park use**. (Emphasis added). The deed (copy attached) restricts use of the land, in perpetuity, to "public park or public recreation purposes". The deed (Page 3, Par. 2) requires the Town to erect and maintain a permanent sign on the land stating that "This parkland was acquired through the Federal Lands to Parks Program of the United States Department of the Interior, National Park Service, for use by the general public." (Emphasis added). Thus, pursuant to a covenant in a deed from the U.S. National Park Service, the land must be designated as parkland.

In January, 2006, the boundaries of Lot 1 were changed as shown on the attached plan and the new lot was designated as Lot 1A. The Lot 1 deed restrictions and covenants remain in effect as to Lot 1A.

Although there is no precise legal definition of the term "park", the Massachusetts Attorney General has opined that "'park' usually signifies an open or enclosed tract of land set apart for the recreation and enjoyment of the public; or, 'in the general acceptance of the term, a public park is said to be a tract of land, great or small, dedicated and maintained for the purposes of pleasure, exercise, amusement, or ornament; a place to which the public at large may resort to for recreation, air, and light'" (emphasis supplied). Salem v. Attorney Gen., 344 Mass. 626, 630 (1962), quoting from King v. Sheppard, 157 S.W.2d 682, 685 (Tex. Civ. App. 1941). Under Section 8 (b) of the Chapter 347 of the Acts of 2008, the special act that created the Wayland Department of Public Works (the "Act"), the Recreation Commission is empowered to conduct recreation programs and activities on land or in facilities or buildings owned, leased or held by the Town for, among other things, park purposes. Therefore, some recreational use of virtually all park land is contemplated. Even though such use of the subject land was and is contemplated, it is, nonetheless, park land.

Under Section 4 (d) of the Act, the Board of Public Works is responsible for the custody, care, management, control, operation, repair and maintenance of all town-owned land formerly under the jurisdiction of and used by the Park and Recreation Commission for park purposes. This provision of the Act vested custody of the above-referenced parcel of land in the Board of Public Works.

Please contact me if additional clarification of this matter is needed.

Sincerely yours,



Mark J. Lanza  
Town Counsel

MJL/ms

Enclosures

cc: Nan Balmer, Town Administrator (w/ encl.'s)  
Board of Public Works (w/ encl.'s)





Bk: 45139 Pg: 113 Doc: DEED  
Page: 1 of 10 05/06/2005 02:08 PM

DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Regional Director, National Park Service, Northeast Regional Office, with offices at 15 State Street, Boston, Massachusetts 02109, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes, in perpetuity, by the Town of Wayland, Massachusetts, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the Town of Wayland, Middlesex County, Massachusetts, together with the improvements thereon sometimes hereinafter referred to as the Property::

A certain parcel of land in said Wayland situated on the northerly side of Oxbow Road and shown as Lot 1 on a plan entitled "Plan of Land in Wayland, Massachusetts Prepared for the Wayland Board of Selectmen, Former Nike Site, Oxbow Road", dated: February 6<sup>th</sup>, 2004, and revised March 12<sup>th</sup>, 2004; prepared by: The Town of Wayland Town Surveyor's office, which plan recorded with the Middlesex South Registry of Deeds as Plan No. 357 of 2005. Said Lot 1 is bounded and described as follows:

Beginning at a point on the northerly side of Oxbow Road and at land of Karen E. Haffey thence;

- |                 |   |
|-----------------|---|
| N 11° 10' 49" W | three hundred fifteen and seventy three hundredths feet (315.73') to a point, thence;   |
| N 61° 34' 17" W | seven hundred forty eight and thirty two hundredths feet (748.32') to a point, thence;  |
| N 28° 25' 17" E | four hundred forty four and sixty seven hundredths feet (444.67') to a point, thence;   |
| S 61° 30' 16" E | four hundred eighty six and nine hundredths feet (486.09') to a point at the westerly corner of lot 3 and on the Wayland and Lincoln town line, thence; |
| S 48° 14' 04" E | six hundred thirty three and fifty three hundredths feet (633.53') along said lot 3 and town line, to a point at the northerly corner of lot 2, thence; |
| S 55° 06' 54" W | Three hundred eleven and forty three hundredths feet (311.43'), along said lot 2, to a point, thence;   |

Merk Lars  
7 Denmark Sq  
4A4  
Carcod MA 01742

Property Address: Lot 1, Oxbow Road, Wayland MA 01778

- S 00° 16' 58" W      two hundred seventy two and seventy three hundredths feet (272.73'),  
along said lot 2, to a point on the northerly side of Oxbow Road, thence;
- N 69° 47' 45" W      ninety three and eighty five hundredths feet (93.85'), along Oxbow Road,  
to a stone bound with a drill hole, thence;
- Westerly              along a curve to the left having a radius of six hundred twenty five and  
zero hundredths feet (625.00'), a distance of forty nine and sixty one  
hundredths feet (49.61') along said road to the point of beginning.

Said Lot 1 contains 10.71 acres of land, more or less, as shown on said plan.

The above-described tract of land was acquired by the United States of America, by a Judgment on the Declaration of Taking , dated May 26, 1954 in the District Court of the United States for the District of Massachusetts Civil Action No. 54-445-F.

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

**SUBJECT TO THE FOLLOWING:**

- A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed; and
- B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and, assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 101-47.308-7 (n), and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated July 6, 2004, and amended August 19, 2004, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to



the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

8. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

9. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

#### 10. ENVIRONMENTAL CONSIDERATIONS:

A. Inclusion Of Provisions: The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

B. Asbestos: The Grantee, by acceptance of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee,

by acceptance of this deed, acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

1. The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
2. The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
3. No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
4. The description of the Property as set forth above and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
5. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
6. Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

C. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

D. CERCLA Covenant. Grantor warrants that it shall take any response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

E. Covenant And Indemnification Regarding The Presence Of Lead Based Paint.

Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property are converted to residential use, the Grantee covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws

relating to lead-based paint; and that Grantor assumes no liability for damages for Property damage, personal injury illness, disability, or death, to Grantee, Its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

Grantee further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

**F. No Liability For Non-Army Contamination**

Neither the Grantor nor the Army National Guard shall incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Department of the Army entities, is identified as the party responsible for contamination of the property.

11. NAVIGABLE AIRSPACE: Pursuant to the provisions of House Report No. 95-1053 this conveyance is subject to the following condition to protect navigable air space:

No structure or facility of any kind shall be constructed or altered upon the said property unless a determination of no hazard in writing is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

12. CONDITION OF THE PROPERTY: Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose. Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor or the United States of America, acting by and through the Secretary of the Army, United States Department of the Army to make any alterations, repairs, or additions. The Grantor and the United States of America, acting by and through the Secretary of the Army, United States Department of the Army shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon). The Grantee acknowledges that the Grantor has made no

representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

13. **COVENANT AGAINST DISCRIMINATION:** The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

14. **RIGHT OF REVERSION:** In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

This deed is executed and delivered to the said Town of Wayland, Massachusetts, its successors and assigns, without any warranties of title whatsoever, express or implied.

Balance of Page Intentionally Left Blank

TO HAVE AND HOLD the Property with all privileges and appurtenances thereunto belonging to the Grantee.

For Grantee's authority, see attested copy of the Town of Wayland Special Town Meeting held on May 5, 2004, recorded with said registry of deeds in Book 44886, Page 410.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 25<sup>TH</sup> day of April, 2005.

UNITED STATES OF AMERICA

By: *Chrysandra L. Walter*  
Chrysandra L. Walter  
Deputy Regional Director  
Northeast Region  
National Park Service

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)  
County of Suffolk )ss  
)

On this 25<sup>th</sup> day of April, 2005, before me, the undersigned notary public, personally appeared Chrysandra L. Walter, proved to me through satisfactory evidence of identification, which were *Brown*, to be the person whose name is signed on the preceding document, and acknowledged that she signed it voluntarily for its stated purpose, as the Deputy Regional Director, Northeast Region, United States Department of the Interior, National Park Service, a governmental agency of the United States of America, with offices at 15 State Street, Boston, Massachusetts 02109, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designed, empowered and authorized so to do by the said Secretary, and she executed the foregoing instrument for an on behalf of the United States of America, for the purposes and used therein described.



*George H. Robinson*

NOTARY PUBLIC

My Commission expires:

June 20, 2008

**CONCURRENCE WITH TERMS AND CONDITIONS**

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the Town of Wayland, Massachusetts shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Town of Wayland, by:

*Douglas J. Leard*  
*William D. Whitney*  
*Joseph F. Nolan*  
*Alan J. Reiss*

a majority of its Board of Selectmen,  
duly authorized

Approved as to form:

*Mark J. Lanza*  
Mark J. Lanza, Town Counsel

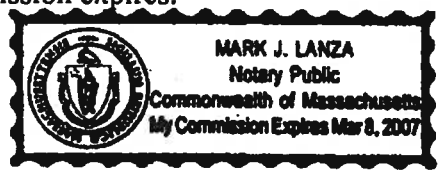
**ACKNOWLEDGMENT**

Commonwealth of Massachusetts )  
County of Middlesex ) ss.

On this <sup>May</sup> 4<sup>th</sup> day of ~~April~~, 2005, before me, the undersigned notary public, personally appeared Douglas J. Leard, William D. Whitney, XXXXXXXXXXXXXXXXXXXX, Joseph F. Nolan, and Alan J. Reiss, proved to me through satisfactory evidence of identification, which was personal recognition, to be the persons whose names are signed on the foregoing instrument, and acknowledged to me that each of them signed it voluntarily for its stated purpose in their official capacity as Selectmen of the Town of Wayland.

*Mark J. Lanza*  
Mark J. Lanza  
NOTARY PUBLIC  
*Caroline C. Bassano*  
Attest: Middlesex S. Registrar

My Commission expires:





2005 00082172

Bk: 45139 Pg: 113 Doc: DEED  
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DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Regional Director, National Park Service, Northeast Regional Office, with offices at 15 State Street, Boston, Massachusetts 02109, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes, in perpetuity, by the Town of Wayland, Massachusetts, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the Town of Wayland, Middlesex County, Massachusetts, together with the improvements thereon sometimes hereinafter referred to as the Property::

A certain parcel of land in said Wayland situated on the northerly side of Oxbow Road and shown as Lot 1 on a plan entitled "Plan of Land in Wayland, Massachusetts Prepared for the Wayland Board of Selectmen, Former Nike Site, Oxbow Road", dated: February 6<sup>th</sup>, 2004, and revised March 12<sup>th</sup>, 2004; prepared by: The Town of Wayland Town Surveyor's office, which plan recorded with the Middlesex South Registry of Deeds as Plan No. 357 of 2005. Said Lot 1 is bounded and described as follows:

Beginning at a point on the northerly side of Oxbow Road and at land of Karen E. Haffey thence;

- N 11° 10' 49" W      three hundred fifteen and seventy three hundredths feet (315.73') to a point, thence;
- N 61° 34' 17" W      seven hundred forty eight and thirty two hundredths feet (748.32') to a point, thence;
- N 28° 25' 17" E      four hundred forty four and sixty seven hundredths feet (444.67') to a point, thence;
- S 61° 30' 16" E      four hundred eighty six and nine hundredths feet (486.09') to a point at the westerly corner of lot 3 and on the Wayland and Lincoln town line, thence;
- S 48° 14' 04" E      six hundred thirty three and fifty three hundredths feet (633.53') along said lot 3 and town line, to a point at the northerly corner of lot 2, thence;
- S 55° 06' 54" W      Three hundred eleven and forty three hundredths feet (311.43'), along said lot 2, to a point, thence;

Property Address: Lot 1, Oxbow Road, Wayland MA 01778

Mark Lewis  
7 Demer mill Sq  
4A4  
Coxsod MA 01742



S 00° 16' 58" W      two hundred seventy two and seventy three hundredths feet (272.73'),  
along said lot 2, to a point on the northerly side of Oxbow Road, thence;

N 69° 47' 45" W      ninety three and eighty five hundredths feet (93.85'), along Oxbow Road,  
to a stone bound with a drill hole, thence;

Westerly              along a curve to the left having a radius of six hundred twenty five and  
zero hundredths feet (625.00'), a distance of forty nine and sixty one  
hundredths feet (49.61') along said road to the point of beginning.

Said Lot 1 contains 10.71 acres of land, more or less, as shown on said plan.

The above-described tract of land was acquired by the United States of America, by a Judgment on the Declaration of Taking, dated May 26, 1954 in the District Court of the United States for the District of Massachusetts Civil Action No. 54-445-F.

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

**SUBJECT TO THE FOLLOWING:**

- A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed; and
- B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and, assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 101-47.308-7 (n), and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated July 6, 2004, and amended August 19, 2004, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to

the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

8. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

9. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

#### 10. ENVIRONMENTAL CONSIDERATIONS:

A. Inclusion Of Provisions: The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

B. Asbestos: The Grantee, by acceptance of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee,

by acceptance of this deed, acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

1. The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
2. The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
3. No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
4. The description of the Property as set forth above and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
5. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
6. Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

C. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

D. CERCLA Covenant. Grantor warrants that it shall take any response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

**Reservation of Right of Access.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**E. Covenant And Indemnification Regarding The Presence Of Lead Based Paint.**

Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property are converted to residential use, the Grantee covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws

relating to lead-based paint; and that Grantor assumes no liability for damages for Property damage, personal injury illness, disability, or death, to Grantee, Its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

Grantee further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

**F. No Liability For Non-Army Contamination**

Neither the Grantor nor the Army National Guard shall incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Department of the Army entities, is identified as the party responsible for contamination of the property.

**11. NAVIGABLE AIRSPACE:** Pursuant to the provisions of House Report No. 95-1053 this conveyance is subject to the following condition to protect navigable air space:

No structure or facility of any kind shall be constructed or altered upon the said property unless a determination of no hazard in writing is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**12. CONDITION OF THE PROPERTY:** Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose. Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor or the United States of America, acting by and through the Secretary of the Army, United States Department of the Army to make any alterations, repairs, or additions. The Grantor and the United States of America, acting by and through the Secretary of the Army, United States Department of the Army shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon). The Grantee acknowledges that the Grantor has made no

representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

13. **COVENANT AGAINST DISCRIMINATION:** The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

14. **RIGHT OF REVERSION:** In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

This deed is executed and delivered to the said Town of Wayland, Massachusetts, its successors and assigns, without any warranties of title whatsoever, express or implied.

Balance of Page Intentionally Left Blank

TO HAVE AND HOLD the Property with all privileges and appurtenances thereunto belonging to the Grantee.

For Grantee's authority, see attested copy of the Town of Wayland Special Town Meeting held on May 5, 2004, recorded with said registry of deeds in Book 44886, Page 410.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 25<sup>TH</sup> day of April, 2005.

UNITED STATES OF AMERICA

By: *Chrysanra L. Walter*  
Chrysanra L. Walter  
Deputy Regional Director  
Northeast Region  
National Park Service

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)

County of Suffolk

)ss  
)

On this 25<sup>th</sup> day of April, 2005, before me, the undersigned notary public, personally appeared Chrysanra L. Walter, proved to me through satisfactory evidence of identification, which were *shown*, to be the person whose name is signed on the preceding document, and acknowledged that she signed it voluntarily for its stated purpose, as the Deputy Regional Director, Northeast Region, United States Department of the Interior, National Park Service, a governmental agency of the United States of America, with offices at 15 State Street, Boston, Massachusetts 02109, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designed, empowered and authorized so to do by the said Secretary, and she executed the foregoing instrument for an on behalf of the United States of America, for the purposes and used therein described.



*George H. Robinson*

NOTARY PUBLIC

My Commission expires:

June 20, 2008



**CONCURRENCE WITH TERMS AND CONDITIONS**

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the Town of Wayland, Massachusetts shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Town of Wayland, by:

*Douglas J. Leard*  
*William D. Whitney*  
*Joseph F. Nolan*  
*Alan J. Reiss*

a majority of its Board of Selectmen,  
duly authorized

Approved as to form:

*Mark J. Lanza*  
Mark J. Lanza, Town Counsel

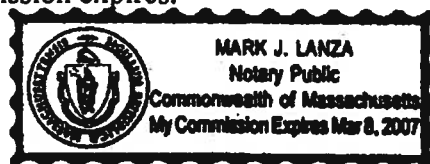
**ACKNOWLEDGMENT**

Commonwealth of Massachusetts )  
County of Middlesex ) ss.

On this <sup>May</sup> 4<sup>th</sup> day of ~~April~~, 2005, before me, the undersigned notary public, personally appeared Douglas J. Leard, William D. Whitney,  
XXXXXXXXXXXXXXXXXXXX, Joseph F. Nolan, and  
Alan J. Reiss, proved to me through satisfactory evidence of identification, which was personal recognition, to be the persons whose names are signed on the foregoing instrument, and acknowledged to me that each of they signed it voluntarily for its stated purpose in their official capacity as Selectmen of the Town of Wayland.

*Mark J. Lanza*  
Mark J. Lanza  
NOTARY PUBLIC  
*Thomas C. Bassano*  
Assoc. Middlesex S. Registrar

My Commission expires:





HENRY A. COHEN & others [Note 1] vs. CITY OF LYNN &  
another [Note 2] (and a companion case).

33 Mass. App. Ct. 271

December 17, 1991 - September 8, 1992

Essex County

Present: PERRETTA, JACOBS, & GILLERMAN, JJ.

In an action seeking a declaration that a city's conveyance of a certain parcel of land to a private developer violated the city's obligations under a public charitable trust that the plaintiffs claimed arose in 1893 when the parcel was acquired by deeds stating that the land was to be used "forever for park purposes," the judge correctly concluded that, in the circumstances, a public charitable trust arose from the 1893 conveyances and that the acceptance of the deeds by the city "constituted a contract between the [donors] and the [city] which must be observed and enforced." [274-277]

In an action seeking a declaration that a city's conveyance of a certain parcel of land to a private developer violated the city's obligations under a public charitable trust that the plaintiffs claimed arose in 1893 when the parcel was acquired by deeds stating that the land was to be used "forever for park purposes," the judge's findings, none of which was clearly erroneous, amply supported his conclusion that the city and the developer failed to demonstrate that it had become impossible or impracticable to carry out the original park purposes of the 1893 conveyances; consequently, the doctrine of cy pres was not to be applied to allow the conveyance to the developer. [277-279]

Where a city had assumed certain contractual obligations under a public charitable trust arising in 1893 when a parcel of land was acquired by the city by deeds reciting that the land was to be used "forever for park purposes," special legislation (St. 1983, c. 326) authorizing the city to sell and convey the parcel to a private developer could neither impair the city's trust obligation, nor ratify the purported conveyance. [279-280]

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CIVIL ACTIONS commenced in the Superior Court Department on August 5, 1983, and in the Essex Division of the Probate and Family Court Department on August 19, 1983, respectively.

The cases were consolidated and heard, on a statement of agreed facts, by Richard S. Kelley, J., sitting under statutory authority.

Mary P. Harrington for Saul Gilberg.

George S. Markopoulos, Assistant City Solicitor, for the city of Lynn.

George E. Richardson for the plaintiffs.

**JACOBS, J.** The plaintiffs challenged the conveyance to a private developer (Gilberg) in 1982 of a 17,538 square foot parcel of land, adjacent to Lynn Shore Drive, claimed by the city of Lynn to be no longer usable for park purposes. The land had been transferred with the approval of the mayor and city council. Subsequent to the delivery of the deed, the Legislature, by enactment of St. 1983, c. 326, purportedly authorized the conveyance of the parcel by private sale. In their "ten taxpayers" complaint in the Superior Court, [Note 3] the plaintiffs sought a judgment declaring that the conveyance violated the city's obligations under a public charitable trust which they claimed arose in 1893 when the parcel was acquired by deeds which state the land is to be used "forever for park purposes." [Note 4] They sought to force the city to forever

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"hold, manage, use and allow use" of the parcel for public parkland. They also requested an order rescinding the conveyance to Gilberg and requiring him to restore the parcel to its condition prior to his acquisition of it. [Note 5] After the plaintiffs were granted leave to pursue their action in the Superior Court under G. L. c. 214, Section 3(10), the city and Gilberg filed a complaint in the Probate Court for application of cy pres. An order of the Chief Administrative Justice of the Trial Court assigned a judge to sit simultaneously as a justice of the Probate and Superior Courts to hear and decide these cases, consolidated in the Superior Court, pursuant to G. L. c. 211B, Sections 3 and 9. The Attorney General later was permitted to intervene as a party.

The case was submitted to the judge, sitting without jury, on the basis of certain stipulated facts, exhibits, and pretrial discovery. After taking a view, the judge issued a memorandum of decision and order in which he concluded that the parcel was still impressed with the public charitable trust originally established, and it had not been demonstrated that it had become impossible or impracticable to carry out the trust purposes. He expressly found that the parcel possessed "a beautiful scenic ocean view" and was "suitable for park purposes." He also found that at the time of the purported

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conveyance to Gilberg the parcel "was a popular area for walkers, riders, and joggers" and "provided a scenic vista of open space suitable for park purposes and reinforced the 'greenness' of the area." He further concluded that the trust obligations could not be impaired by the enactment of special legislation purporting to authorize the city to convey the parcel at a private sale and declared the conveyance to Gilberg null and void. He ordered restoration of the parcel to its pre-1982 condition.

The city and Gilberg appeal from the consolidated judgment entered in accordance with the judge's findings and conclusions. They claim that the judge misinterpreted the terms of the 1893 conveyance and improperly construed the concept of park purposes and, therefore,

erroneously concluded that a trust was established, and that its terms can still be carried out. They argue that even if a trust was established, only a general charitable intent was evident; that compliance with the original terms is today impracticable; and that the doctrine of cy pres should be applied to determine that the conveyance to Gilberg, and the development and use he proposed, bring the conveyance within the original purposes of the trust. We affirm the judgment.

#### 1. Was a Public Charitable Trust Established? [Note 6]

Each of the two deeds by which the city of Lynn acquired title states in the habendum clause, "to the . . . [c]ity of Lynn to its own use and behoof forever for park purposes."

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Since the deed of one grantor cites the proposed conveyance by the other grantor of the adjacent land to the city, we treat the conveyances as constituting a single declaration of trust. See *Bourgeois v. Hurley*, 8 Mass. App. Ct. 213 , 218 (1979). "Property conveyed to a governmental body . . . for particular public purposes may be subject to an enforceable general public obligation or trust to use the property for those purposes." *Nickols v. Commissioners of Middlesex County*, 341 Mass. 13 , 18 (1960), and authorities cited. Whether a trust or obligation is imposed is "a matter of interpretation of the particular instrument and determination of the particular donors' intent[,]" and "is to be ascertained from a study of the instrument[s] as a whole in the light of the circumstances attending . . . [their] execution. Search should be made for a general plan . . . designed to express a consistent and harmonious purpose." *Nickols v. Commissioners of Middlesex County*, *supra* at 19, quoting from *Jewett v. Brown*, 319 Mass. 243 , 248 (1946). See *Newburyport Redev. Authy. v. Commonwealth*, 9 Mass. App. Ct. 206 , 229 (1980); *Hillman v. Roman Catholic Bishop of Fall River*, 24 Mass. App. Ct. 241 , 243 (1987).

The conveyances in the present case contain direct and unambiguous language, clearly declaring that the grantors divested themselves of all their interests in the land "forever for park purposes." Similar conveyances of land for parks, where the grantors specified the land be used "forever" or "in perpetuity," without other limitation, have been found to establish a public charitable trust. See *Salem v. Attorney Gen.*, 344 Mass. 626 , 629-631 (1962); *Dunphy v. Commonwealth*, 368 Mass. 376 , 383 (1975); *Opinion of the Justices*, 369 Mass. 979 , 985-986 (1975); *Newburyport Redev. Authy. v. Commonwealth*, *supra* at 229-230; *Hillman v. Roman Catholic Bishop of Fall River*, *supra* at 244-245. There is here no precatory language; no mere statement of a use only; no condition or limitation on the use; nor any right of reversion. Compare *Loomis v. Boston*, 331 Mass. 129 , 132 (1954); *Dunphy v. Commonwealth*, *supra* at 378; *Opinion of the Justices*, *supra* at 983-985; *Newburyport Redev. Authy.*

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v. Commonwealth, supra at 230. See generally *Selectmen of Provincetown v. Attorney Gen.*, 15 Mass. App. Ct. 639, 642-643, 644-645 & nn. 6-8 (1983).

The city and Gilberg suggest that since the grantors received substantial payment for the land in 1893, the conveyance was not a gift and, therefore, no trust was established. The record indicates that the city council appropriated \$12,000 toward the \$20,000 purchase price on the condition that the remaining \$8,000 be raised by public subscription. The latter amount was obtained from "property owners near the beach, and by a few public spirited citizens" and included \$1,500 donated by the grantors. We have found no authority, nor is any cited to us, [Note 7] to the effect that the receipt of substantial consideration prevents a grantor from conveying property to a municipality in such manner as to establish a public charitable trust. Generally, the creation of a trust may be supported by consideration "in the sense that the beneficiary confers a benefit on the settlor in order to obtain from him the creation of the trust." Bogert, *Trusts and Trustees* Section 202, at 8-9 n.8 (2d ed. rev. 1992). Moreover, the grantors' monetary contribution in effect establishes that the conveyance, in part, was a gift. In any event, the record does not indicate that the payment to the grantors represented fair market value. This case must be distinguished from decisions denying trust status to conveyances made for substantial consideration "in fee simple forever" and which recited "no specific purpose . . . in the deeds . . . ." *Jacobson v. Parks & Recreation Commn. of Boston*, 345 Mass. 641, 643 (1963). See *Brooks v. Boston*, 334 Mass. 285, 286 (1956).

The circumstances attending the conveyances to the city evidence a general plan to dedicate the land permanently to public park purposes. During much of the time it was privately

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owned, the land had been vacant and open to the public. In 1891, the city's park commissioners wrote in their annual report that the owners "are willing to sell this land to the city at [a] reasonable price, if dedicated to public use." They described a less desirable alternative for the city: "It is evident that the time is not far distant when the owners will seek to recover the sum annually paid in taxes for many years, and will sell the land in small lots or make such improvements as may exclude the public." In their 1892 annual report, the commissioners stated the land was to be "secured for public enjoyment forever." The "general plan" and expression of a "consistent and harmonious purpose" are evident. See *Nickols v. Commissioners of Middlesex County*, 341 Mass. at 19. The judge correctly concluded that a public charitable trust arose from these conveyances and that the acceptance of deeds by the city, "constituted a contract between the donor and the donee which must be observed and enforced." *Salem v. Attorney Gen.*, 344 Mass. at 631. Accord *Dunphy v. Commonwealth*, 368 Mass. at 383; *Opinion of the Justices*, 369 Mass. at 982-983, 988; *Newburyport Redev. Authy. v. Commonwealth*, 9 Mass. App. Ct. at 230.

2. Has It Become Impracticable to Carry Out the Trust Purposes? [Note 8]

The city and Gilberg argue that it has become impossible or impracticable to carry out the trust purposes, claiming the city's objective in acquiring the three and one-half acre tract was to provide public access to the shore, and that the construction of Lynn Shore Drive achieved that objective. They maintain also that the cutting off of the parcel at issue leaves it too small to be usable for park purposes and that it now has only "ornamental" value. They therefore ask that the doctrine of cy pres be applied to allow the conveyance to Gilberg.

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Mere physical access to the shore was not the only objective of the city's acquisition of the three and one-half acre tract. The park commissioners in 1891 also wanted to acquire "more open air space" and to avoid the potential exclusion of the public if the tract remained in private ownership. In their 1892 annual report, the commissioners, anticipating the construction of Lynn Shore Drive, describe a highway which would promote public enjoyment of the "views" and "sea breezes."

While we find no precise and widely accepted definition of "park" or "park purposes," we believe the expansive view expressed by the park commissioners to be in accord with the general definition of the authorities. "[T]he term 'park' usually signifies an open or inclosed tract of land set apart for the recreation and enjoyment of the public; or, 'in the general acceptance of the term, a public park is said to be a tract of land, *great or small*, dedicated and maintained for the purposes of pleasure, exercise, amusement, *or ornament*; a place to which the public at large may resort to for recreation, *air, and light*" (emphasis supplied). *Salem v. Attorney Gen.*, 344 Mass. at 630, quoting from *King v. Sheppard*, 157 S.W.2d 682, 685 (Tex.Civ.App. 1941). Similar themes were expressed in decisions rendered at approximately the time of the conveyances in question. See *Shoemaker v. United States*, 147 U.S. 282, 297 (1893) (virtually every city and town is planning parks "as a pleasure ground for rest and exercise in the open air"); *Attorney Gen. v. Williams*, 174 Mass. 476, 479-480 (1899) ("[parks] are expected to minister, not only to the grosser senses, but also to the love of the beautiful in nature . . . . If wisely planned and properly cared for they promote the mental as well as the physical health of the people"). Gilberg and the city in effect ask that the active aspects of recreation be stressed, and specifically argue that park purposes should not be defined so broadly as to include "ornamental" uses. Given the scope which authorities have given to the meaning of "park," we decline the invitation to apply a narrow definition. Compare *Catanzarite v. Springfield*, 32 Mass. App. Ct. 967 (1992).

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The argument that the parcel is too small to serve park purposes is belied by the judge's findings that it was being used, at the time of the purported conveyance to Gilberg, for exercise and recreation and provided pleasant vistas including "a beautiful scenic ocean view." [Note 9] The judge's finding that the parcel "provides a buffer zone between private use and the ocean" supports the conclusion that the parcel continues to satisfy an important

objective of the original acquisition. Even in the absence of these findings, the judge's observation that the parcel constitutes a "green edge to the parkway" which "reinforced the greenness of the area" alone might well support his conclusion. By ornamenting the parkway and making the general area pleasing to the eye, the parcel serves park purposes. See *Howe v. Lowell*, 171 Mass. 575 , 580-581 (1898); *Hamlen v. Sorkin*, 251 Mass. 143 , 150-151 (1925). In sum, the judge's findings, none of which is clearly erroneous, amply support his conclusion that the city and Gilberg have not demonstrated that it had become impossible or impracticable to carry out the original park purposes of the 1893 conveyances.

### 3. Could the Conveyance Effectively be Authorized by the Legislature or City Officials?

It has long been held that the contract obligations arising from a charitable trust such as exists in the present case cannot be impaired legislatively. *Cary Library v. Bliss*, 151 Mass. 364 , 378-380 (1890). *Adams v. Plunkett*, 274 Mass. 453 , 462-464 (1931) (A conveyance conditional upon perpetual use of the property as a hospital imported a contract obligation. "[T]he sanctity of [such a contract] [i]s under the protection of art. 1, Section 10, of the Constitution of the United States . . ."). The special legislation authorizing the city to sell and convey could therefore neither impair the trust obligation,

### Page 280

nor ratify the purported conveyance. See *Salem v. Attorney Gen.*, 344 Mass. at 631; *Dunphy v. Commonwealth*, 368 Mass. at 383; *Newburyport Redev. Authy. v. Commonwealth*, 9 Mass. App. Ct. at 230. "The policy of the Commonwealth has been to add to the common law inviolability of parks express prohibition against encroachment . . . . The firmly settled and frequently declared policy of the Legislature heretofore has been to preserve public parks free from intrusion of every kind which would interfere in any degree with their complete use for this public end. It cannot be assumed that this policy is to be lightly thrown aside." *Brookline v. Metropolitan Dist. Commn.*, 357 Mass. 435 , 439 (1970), quoting from *Higginson v. Treasurer & Sch. House Commrs. of Boston*, 212 Mass. 583 , 591-592 (1912).

Judgment affirmed.

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### FOOTNOTES

[Note 1] And twenty-three other persons, at least ten of whom are taxpayers and residents of the city of Lynn.

[Note 2] Saul Gilberg, trustee of Broad Street Trust.

[Note 3] Pursuant to G. L. c. 214, Section 3(10), as appearing in St. 1973, c. 1114, Section 62, the Superior Court has jurisdiction of an action "to enforce the purpose or purposes of any gift or conveyance which has been . . . accepted by any . . . city . . . for a specific purpose or purposes in trust or otherwise, or the terms of such trust, or, if it shall have become

impracticable to observe or carry out such purpose or purposes, or such terms, or, if the occasion therefor shall have terminated, to determine the purposes or uses to which the property involved shall be devoted and enforce the same. Such action shall be commenced only by the attorney general or, with leave of court, by ten taxpayers of such . . . city . . . . In the case of an action by ten taxpayers as aforesaid, the attorney general . . . may intervene as a party at any stage of the proceedings . . . ." See generally *Athas v. Mayor of Holyoke*, 356 Mass. 382 , 384-385 (1969); *Pratt v. Boston*, 396 Mass. 37 , 45 & n.9 (1985).

[Note 4] The parcel is bounded by public ways and is part of a three and one-half acre tract acquired by the city of Lynn in 1893 from two grantors pursuant to a recommendation of the city's park commissioners. The tract was thereafter leased to the Metropolitan Park Commission, the predecessor of the Metropolitan District Commission (MDC), for ninety-nine years, beginning in 1907. The former Commission then constructed Lynn Shore Drive as a part of a park system now extending from Nahant to Swampscott, thereby separating the parcel at issue from the waterfront portion of the original tract. In 1981, the city council of Lynn voted to authorize sale of the parcel to Gilberg upon relinquishment by the MDC of any of its interest. The city council and mayor authorized the sale to Gilberg in December, 1981, and a deed was executed on January 5, 1982, for "nominal consideration." The MDC, under authority of St. 1981, c. 753, and by an instrument dated May 24, 1982, relinquished all its right, title, and interest in the parcel. Subsequently, St. 1983, c. 326, authorized the city to sell and convey the parcel at a private sale.

[Note 5] Gilberg commenced construction of a parking lot after the parcel was conveyed to him. He suspended construction pursuant to an agreement negotiated by the Attorney General, who later became a party to the litigation.

[Note 6] In his decision, the judge stated, "All parties agree, as they must, that the language contained in the 1893 conveyance[s] . . . established a public charitable trust . . . ." The city and Gilberg argue that the issue was not conceded below. Since all parties have fully briefed the matter and no suggestion of prejudice has been raised, see *Royal Indemn. Co. v. Blakely*, 372 Mass. 86 , 88 (1977), we have reviewed the issue. All the evidence submitted to the judge consisted of documents which we have before us. Therefore, "[w]e stand in the same position as did the trial judge in determining the nature of the title vested in the [city]." *Lowell v. Boston*, 322 Mass. 709 , 715 (1948). The factual findings of the judge relating to the cy pres aspect of this proceeding, aided by his physical view of the parcel, implicate a different standard of review -- whether the findings are clearly erroneous. *Mass.R.Civ.P. 52(a)*, 365 Mass. 816 (1974). See *Markell v. Sidney B. Pfeifer Foundation, Inc.*, 9 Mass. App. Ct. 412 , 429-430 (1980).

[Note 7] *Loomis v. Boston*, 331 Mass. 129 (1954), relied on by Gilberg and the city, is distinguishable. In that case, the land was conveyed to the city of Boston for substantial consideration "for the purposes of a public park," *id.* at 130, but without words of perpetual dedication, and was later taken by eminent domain. It was held under those circumstances



that the words of conveyance may only have stated a use and did not create a trust. *Id.* at 132.

[[Note 8](#)] Since we conclude that it is not impracticable to carry out the park purposes of the trust in this case, it is unnecessary to determine whether Gilberg's proposed use would conform with the general charitable intent of the trust terms. See *Milton v. Attorney Gen.*, [314 Mass. 234](#) , 238-239 (1943); *Selectmen of Provincetown v. Attorney Gen.*, [15 Mass. App. Ct. 639](#) , 646 (1983).

[[Note 9](#)] Gilberg has also argued that the small size of the parcel itself makes it unusable for park purpose, inaptly citing *Wright v. Walcott*, [238 Mass. 432](#) (1921). The present case is not one where land acquired free of trust may be diverted to another public use by legislative mandate. *Id.* at 435. See generally *Robbins v. Department of Pub. Works*, [355 Mass. 328](#) , 330-331 (1969), and authorities cited; *Brookline v. Metropolitan Dist. Commn.*, [357 Mass. 435](#) , 439-441 (1970).

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# HP LaserJet M1536dnf MFP

## Fax Confirmation

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859	3/24/2015	1:19:34PM	Send	15083583627	10:53	20	OK

Bk: 46139 Pg: 113



Bk: 46139 Pg: 113 Doc: DEED  
Page: 1 of 10 06/06/2008 02:08 PM

DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Regional Director, National Park Service, Northeast Regional Office, with offices at 15 State Street, Boston, Massachusetts 02109, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes, in perpetuity, by the Town of Wayland, Massachusetts, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the Town of Wayland, Middlesex County, Massachusetts, together with the improvements thereon sometimes hereinafter referred to as the Property::

A certain parcel of land in said Wayland situated on the northerly side of Oxbow Road and shown as Lot 1 on a plan entitled "Plan of Land in Wayland, Massachusetts Prepared for the Wayland Board of Selectmen, Former Nike Site, Oxbow Road", dated: February 6<sup>th</sup>, 2004, and revised March 12<sup>th</sup>, 2004; prepared by: The Town of Wayland Town Surveyor's office, which plan recorded with the Middlesex South Registry of Deeds as Plan No. 357 of 2003. Said Lot 1 is bounded and described as follows:

Beginning at a point on the northerly side of Oxbow Road and at land of Karen E. Haffey thence;

- N 11° 10' 49" W three hundred fifteen and seventy three hundredths feet (315.73') to a point, thence;
- N 61° 34' 17" W seven hundred forty eight and thirty two hundredths feet (748.32') to a point, thence;
- N 28° 25' 17" E four hundred forty four and sixty seven hundredths feet (444.67') to a point, thence;
- S 61° 30' 16" E four hundred eighty six and nine hundredths feet (486.09') to a point at the westerly corner of lot 3 and on the Wayland and Lincoln town line, thence;
- S 48° 14' 04" E six hundred thirty three and fifty three hundredths feet (633.53') along said lot 3 and town line, to a point at the northerly corner of lot 2, thence;
- S 55° 06' 54" W Three hundred eleven and forty three hundredths feet (311.43'), along said lot 2, to a point, thence;

Arch Lanes  
7 Davenport Sq  
4184  
Concord MA 01742

Property Address: Lot 1, Oxbow Road, Wayland MA 01778

# CMG ENVIRONMENTAL, INC.

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March 30, 2015

Mr. Sarkis Sarkisian  
Town Planner  
Wayland Town Building  
41 Cochituate Road  
Wayland MA 01778

**Re: Municipal Parcel Information  
440 Boston Post Road, Wayland MA  
CMG ID 2002-003**

Dear Mr. Sarkisian:

CMG Environmental, Inc. (CMG) prepared this letter to compile available environmental assessment information regarding the "Municipal Parcel" portion of the Wayland Town Center property identified as 440 Boston Post Road (U.S. Route 20) in Wayland.

You provided CMG with a plan dated February 4, 2015 prepared by the Wayland Town Surveyor's Office titled "Plan of Land Wayland, Massachusetts Showing Proposed Lease/Acquisition Area and Access/Utility Easement." You also informed us that Articles 25 and 26 on the 2015 Annual Town Meeting Warrant pertain to this parcel. Specifically, Article 25 is for a vote to determine if the Town will acquire the property for a nominal fee, and Article 26 is for a vote that the Town would provide funding for the development of this parcel as a Council on Aging/Community Center.

The 56.6-acre Wayland Town Center includes the majority of an 83-acre property which Raytheon Electronic Systems (RES) leased from 1955 through 1996. RES conducted electronic testing and chemical process research at this property from 1955 to 1995 to support in-house prototype manufacturing.

The RES facility consisted of an approximately 400,000-square foot main complex of several conjoined buildings (designated Nos. 1N, 1C, 1S, 2, 3, 4, 4A, 5, 6, 6A, 16, 17 & 24); the approximately 25,000-square foot Building No. 12/21; and a series of sheds and outbuildings (including 'Range Houses' Nos. 8 & 15, sewage treatment plant buildings Nos. 19 & 19A, and storage buildings Nos. 25 & 26). The municipal parcel includes the area of the former Building No. 12/21. An on-site sewage treatment plant received sanitary and industrial wastewater from the main RES building for treatment and subsequent discharge to the Sudbury River via a permitted NPDES outfall. The former Building No. 12/21 had discharged wastewater to a leachfield from 1957-1991, which was also located within the boundaries of the municipal parcel.

RES researched and developed prototype electronic equipment at the property, including design and testing of antennae and transmitters. They conducted several different laboratory processes at the property, including photographic development, printed circuit board development,

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67 HALL ROAD  
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2

machining & welding, electronic testing, spray painting, and hydraulic testing. Chemicals used at the RES facility included volatile organic compounds (VOCs), metals, heating & lubrication oils (some of which reportedly contained polychlorinated biphenyls [PCBs]), and water treatment & cleaning chemicals. The former Building No. 12/21 was reportedly used as a radar testing complex from 1957-1995.

Raytheon Company retained Environmental Resources Management, Inc. (ERM) to conduct environmental investigation and remediation of their former property circa 1995. ERM has prepared a large number of environmental reports on this property since then, available on ERM's 'Extranet' website for the former Raytheon property (<http://raytheon.erm.com>). Two of these reports include information specific to the municipal parcel property:

- "Phase I – Initial Site Investigation, Raytheon Electronic Systems, 430 Boston Post Road, Wayland, MA" (RTN 3-13302) dated May 1996; and
- "Phase II Comprehensive Site Assessment, Former Raytheon Facility, 430 Boston Post Road, Wayland, Massachusetts" (RTN 3-13302) dated November 27, 2001.

CMG prepared the attached "Site Overlay" sketch plan based on the February 2015 plan you provided to us and various figures prepared by ERM. The gray shaded area corresponds to the shaded area on the February 2015 plan (i.e., the property under consideration in Town Meeting Articles 25 & 26). Previous environmental investigation of this property included:

- Advancement of soil boring SB-9 in October 1995 with completion as monitoring well MW-9;
- Advancement of hand-augered soil boring HA-1 in November 1995;
- Installation of monitoring well MW-41 in May 1998; and
- Advancement of hand-augered soil borings SS-1 through SS-13 in October 2000.

ERM identified only minimal contamination at the municipal parcel through these subsurface investigations. Attached Table 1 summarizes soil analytical results and compares these to current RCS-1 reportable concentration standards; Table 2 summarizes the groundwater results and compares them to current RCGW-1 reportable concentrations. The only sample with identified exceedances was soil sample SS-6, which exhibited 2,400 mg/Kg of extractable petroleum hydrocarbon (EPH) C<sub>11</sub>-C<sub>22</sub> aromatics and 1.25 mg/Kg of total PCBs. CMG notes that ERM attributed EPH in this sample (as well as the several identified polynuclear aromatic hydrocarbon compounds) to asphalt in the soil sample; contamination associated with asphalt is exempt from DEP reporting. Furthermore, the RCS-1 standard for PCBs at the time that ERM collected this sample was 2 mg/Kg, so detection of PCBs at SS-6 was not a reporting condition either.

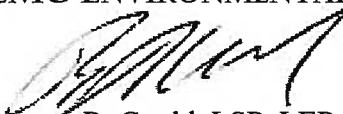
ERM identified significant contamination from chlorinated VOCs in other portions of the former Raytheon property. It is likely that the low VOC detections in monitoring well MW-41 represent the westerly (hydraulically downgradient) edge of what they have termed the 'Southern Plume' of this contamination. ERM has been supervising remediation of this and other contamination attributed to former Raytheon operations since 1996. ERM decommissioned monitoring well MW-41 (and nearby monitoring wells HA-102 and the MW-207 triplet) in April/May 2011 after evaluating necessary locations for ongoing groundwater monitoring. In other words, ERM determined that these wells were no longer necessary. (Well MW-9 had been destroyed prior to 2000.)

In conclusion, CMG opines that it is unlikely that significant subsurface contamination exists at the municipal parcel property. Whatever *de minimus* amount of contamination may exist there is attributable to former Raytheon operations, and Raytheon Company is actively remediating the areas of known contamination located at the Wayland Town Center property.

Nonetheless CMG believes it prudent for the Town of Wayland to conduct appropriate environmental due diligence prior to taking ownership of the municipal parcel. This would include conducting an ASTM Phase I Environmental Site Assessment of the property, and possible additional limited subsurface investigation to thoroughly investigate any identified 'recognized environmental conditions' (as the ASTM Phase I standard defines that term).

Please feel free to contact call me if you have any questions regarding this letter, or if CMG can otherwise be of assistance to you.

Sincerely,  
CMG ENVIRONMENTAL, INC.



Benson R. Gould, LSP, LEP  
Principal

Attachments: Site Overlay sketch plan  
Table 1 (Soil Quality Data)  
Table 2 (Groundwater Quality Data)

cc: Wayland Board of Selectmen % Town Administrator Nan Balmer  
Bill Sterling, Wayland Council on Aging

2002 Job Files\Municipal Parcel Letter 3-30-15.doc

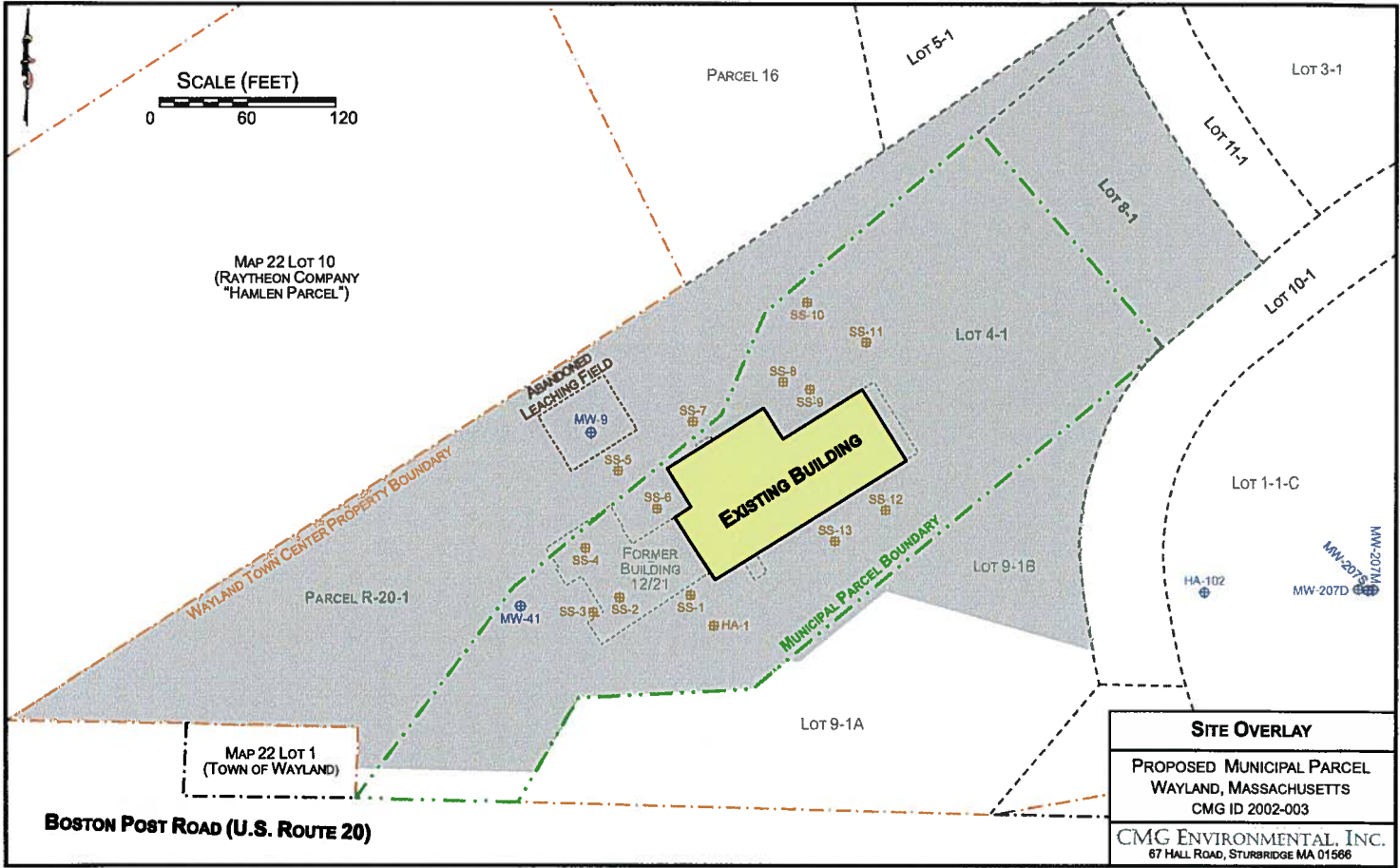


TABLE 1

SOIL QUALITY DATA (MG/KG)

RTN 3-13302

Test	Parameter	RCS-1 Reportable Concentrations	SB-9 3 1/4-5 1/4' 10/13/95	[HA] SS-1 0-3' 10/11/00	[HA] SS-4 0-3' 10/11/00	[HA] SS-5 0-3' 10/11/00	[HA] SS-6 0-3' 10/11/00	[HA] SS-7 0-3' 10/11/00	[HA] SS-8 0-3' 10/11/00	[HA] SS-9 0-3' 10/11/00	[HA] SS-11 0-3' 10/11/00	[HA] SS-12 0-3' 10/11/00	[HA] SS-13 0-3' 10/11/00
EPH	C <sub>9</sub> -C <sub>16</sub> Aliphatics	1,000	NT	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
	C <sub>19</sub> -C <sub>36</sub> Aliphatics	3,000	NT	BRL	BRL	84	250	220	BRL	BRL	56	53	BRL
	C <sub>11</sub> -C <sub>22</sub> Aromatics	1,000	NT	BRL	BRL	BRL	2,400	55	BRL	BRL	140	40	BRL
PAHs	Phenanthrene	10	BRL	BRL	BRL	BRL	0.48	BRL	BRL	BRL	0.45	BRL	BRL
	Fluoranthene	1,000	BRL	BRL	BRL	BRL	0.96	BRL	BRL	BRL	1.8	BRL	BRL
	Pyrene	1,000	BRL	BRL	BRL	BRL	0.72	BRL	BRL	BRL	1.4	BRL	BRL
	Benzo(a)anthracene	7	BRL	BRL	BRL	BRL	0.43	BRL	BRL	BRL	0.92	BRL	BRL
	Chrysene	70	BRL	BRL	BRL	BRL	0.36	BRL	BRL	BRL	0.74	BRL	BRL
	Benzo(b)fluoranthene	7	BRL	BRL	BRL	BRL	0.55	BRL	BRL	BRL	1.2	BRL	BRL
	Benzo(k)fluoranthene	70	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	0.45	BRL	BRL
	Benzo(a)pyrene	2	BRL	BRL	BRL	BRL	0.45	BRL	BRL	BRL	1.0	BRL	BRL
	Indeno(1,2,3-cd)pyrene	7	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	0.48	BRL	BRL
	Benzo(g,h,i)perylene	1,000	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	0.45	BRL	BRL
PCBs	Aroclor 1254		BRL	BRL	NT	NT	0.51	BRL	BRL	BRL	BRL	BRL	BRL
	Aroclor 1260		BRL	0.14	NT	NT	0.74	BRL	BRL	BRL	BRL	0.18	BRL
	Total Polychlorinated Biphenyl	1	BRL	0.14	NT	NT	1.25	BRL	BRL	BRL	BRL	0.18	BRL
Total	Arsenic	20	4.7	BRL	BRL	BRL	7.5	BRL	7.2	13	BRL	BRL	7.3
Metals	Barium	1,000	22	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
	Cadmium	70	9.6	BRL	BRL	BRL	0.56	BRL	BRL	BRL	BRL	BRL	BRL
	Chromium (total)	100	BRL	BRL	BRL	BRL	12	BRL	BRL	BRL	BRL	BRL	BRL
	Copper	1,000	NT	BRL	25	BRL	26	27	BRL	BRL	BRL	BRL	BRL
	Lead	200	4.4	12	BRL	13	19	15	BRL	BRL	BRL	14	16
	Mercury	20	BRL	BRL	BRL	0.090	0.097	BRL	BRL	BRL	BRL	0.18	BRL
	Nickel	600	NT	BRL	BRL	BRL	16	BRL	BRL	11	BRL	BRL	11
	Selenium	400	0.84	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL	BRL
	Zinc	1,000	NT	61	BRL	62	85	64	BRL	BRL	BRL	BRL	65

Notes BRL = Below Laboratory Reporting Limit  
 NT = Not Tested (for that parameter)  
 Blue highlighted text = Exceeds RCS-1 standard

**TABLE 2**

**GROUNDWATER QUALITY DATA (µg/L)**

RTN 3-13302

Test	Parameter	RCGW-1 Reportable Concentrations	MW-9	MW-41	
			EI. 116.20' 5/27/98	EI. 113.01' 11/17/98	No Data 10/12/00
VOCs	<i>cis</i> -1,2-Dichloroethene	20	BRL	BRL	0.5
	Tetrachloroethene (PCE)	5	BRL	BRL	0.7
	Trichloroethene (TCE)	5	BRL	3.2	6.0
	Trichlorofluoromethane	10,000	BRL	BRL	0.8
	All other target VOCs	Various	ALL BRL	All BRL	All BRL

Notes BRL = Below laboratory Reporting Limit





# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

MARY M. ANTES  
ANTHONY V. BOSCHETTO  
EDWARD J. COLLINS  
CHERRY C. KARLSON  
JOSEPH F. NOLAN

NAN BALMER  
TOWN ADMINISTRATOR  
TEL. (508) 358-7755  
www.wayland.ma.us

March 31, 2015

Nancy Carapezza  
223 Boston Post Road  
Wayland MA 01778

RE: Sewer Betterment Assessment Abatement Applications

Dear Ms. Carapezza:

Thank you for your letter to the Board of Selectmen dated March 23, 2015, expressing interest in having the Board participate in negotiations among the Wayland Wastewater Management District Commission ("WWMDC") and 34 wastewater management system users in an effort to resolve their applications for abatement of a portion of the August 4, 2014, sewer betterment assessment adopted by the WWMDC.

Under the special act that created and empowered the WWMDC, the WWMDC is solely authorized to act on the abatement applications. The Board has been informed that WWMDC has scheduled a hearing on April 29, 2015, on the abatement applications. After the hearing is closed, the WWMDC will make a decision on the applications.

Thank you for your interest in this matter.

Sincerely yours,

Joseph F. Nolan  
Chair

cc: Board of Selectmen  
Wastewater Management District Commission

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# TOWN OF WAYLAND

MASSACHUSETTS

01778

TOWN CLERK

Beth R. Klein

[bklein@wayland.ma.us](mailto:bklein@wayland.ma.us)

ASSISTANT TOWN CLERK

Diane M. Gorham

[dgorham@wayland.ma.us](mailto:dgorham@wayland.ma.us)

TOWN BUILDING  
41 COCHITUATE ROAD

TEL: 508-358-3630

508-358-3631

[www.wayland.ma.us](http://www.wayland.ma.us)

RECEIVED

APR -2 2015

Board of Selectmen  
Town of Wayland

Date: April 2, 2015

To: Board of Selectmen ✓


From: Town Clerk's Office

Re: RESIGNATION OF ELECTED OFFICIAL

This office received the attached letter April 2, 2015. The effective date of the resignation is April 2, 2015.

Kent Donald Greenawalt      Planning Board      Term Expires: April 2019

Following the posting of the vacancy for one week, the Board of Selectmen together with the Board of Health meet and form one committee to interview and then appoint a qualified person to fill the vacancy until the next annual town election.

  
Beth R. Klein

Town Clerk

cc: Planning Board

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**Klein, Beth**

---

**From:** Kent Greenawalt <kdgreenawalt@gmail.com>  
**Sent:** Thursday, April 02, 2015 1:17 AM  
**To:** Klein, Beth  
**Cc:** Colleen Sheehan  
**Subject:** Greenawalt Resignation

Dear Town Clerk,

While I have found my seven years on Wayland's Planning Board very gratifying, it is with deep regret that I must resign my current elected position on that board. I just accepted a new work role that unfortunately has me out of town consistently two to four nights a week. It would be an unreasonable request of mine and concession on the part of my esteemed co-members to accommodate our meetings around my work schedule. Worse, it would be difficult for members of the community, since such an accommodation would produce a very erratic, hard to follow meeting schedule and work against transparency and citizen involvement.

I look forward to serving the Town of Wayland again in the future as my availability and the electorate may allow.

Please let me know if this does not satisfy the requirement of written notice.

Sincerely,  
Kent D. Greenawalt

RECEIVED  
TOWN OF WAYLAND  
TOWN CLERK  
2015 APR -2 AM 9:19

# Congregation Or Atid

Dear Mr. Nolan,

As the holiday approaches, I wanted to write and thank you and the Wayland Board of Selectmen for your decision earlier this year to not hold an important community meeting on the last days of Passover. I know that the issue was very complicated, and that a workable solution was not easy. I am therefore especially appreciative of the creative thinking, sensitivity, and consideration that enabled the Board of Selectmen to reschedule the meeting.

I have had the honor of serving as the Rabbi at Congregation Or Atid in Wayland for almost 18 years, and I have always known what a special community Wayland is, and how the community is filled with people of good will and good works. Thank you for adding to those blessings.

B'Shalom,

  
Rabbi Sally Finestone

RECEIVED

APR -2 2015

Board of Selectmen  
Town of Wayland



# FOR THE LOVE OF FAMILIES

## Legislative Breakfast

*Friday, April 17, 2015*

*8:00–9:30 AM*

### PLEASE JOIN THE CONVERSATION OVER COFFEE

*on April 17th from 8:00–9:30 AM*

Family Promise Metrowest and the Natick Service Council are committed to helping the economically disadvantaged by providing case management, resources and comprehensive services to families who are homeless or at risk of homelessness. We have invited the Senators, Representatives and Selectmen representing the cities and towns of Metrowest to learn more about the progress and solutions these organizations have for addressing the needs of families served. Please join us to learn more about how we can all make a difference as a community working together to address the critical issues of poverty and family homelessness.

#### LOCATION:

The event will be held at Family Promise Metrowest's Day Center located at the Common Street Church, 13 Common St, Natick, and will include a tour of the Natick Service Council just down the block at 2 Webster St.

#### PLEASE RSVP TO:

508-318-4820 or [director@familypromisemetrowest.org](mailto:director@familypromisemetrowest.org)

#### HOSTED BY:

Family Promise Metrowest & Natick Service Council  
[www.familypromisemetrowest.org](http://www.familypromisemetrowest.org)  
[www.natickservicecouncil.org](http://www.natickservicecouncil.org)



Design by Perpetuart • [www.perpetuart.com](http://www.perpetuart.com)

6



ARCHDIOCESE OF BOSTON  
66 BROOKS DRIVE  
BRAintree, MASSACHUSETTS 02184-3839

March 2015

**Save the date:**


We hope that you will be able to join us on October 4, 2015 at 11:30 am at the Cathedral of the Holy Cross in Boston for a special Mass in thanksgiving to God for all the men and women who serve our communities as public safety personnel and their families.

Hundreds of public service agencies throughout the Archdiocese of Boston, which includes one hundred forty four cities and towns in Eastern Massachusetts, will be represented. We are encouraging all public safety personnel and their families, regardless of their faith, to be part of this special Mass.

Please see the back side of this letter for the flyer sent to all public safety agencies in the Archdiocese of Boston.

A formal invitation will come from His Eminence Seàn P. O'Malley, OFM Cap. Archbishop of Boston a few months before the event.

Blessings,

  
Deacon James F. Greer, MAPT, CT  
Director of Chaplaincy Programs  
Archdiocese of Boston

RECEIVED  
MAR 30 2015  
Board of Selectmen  
Town of Wayland

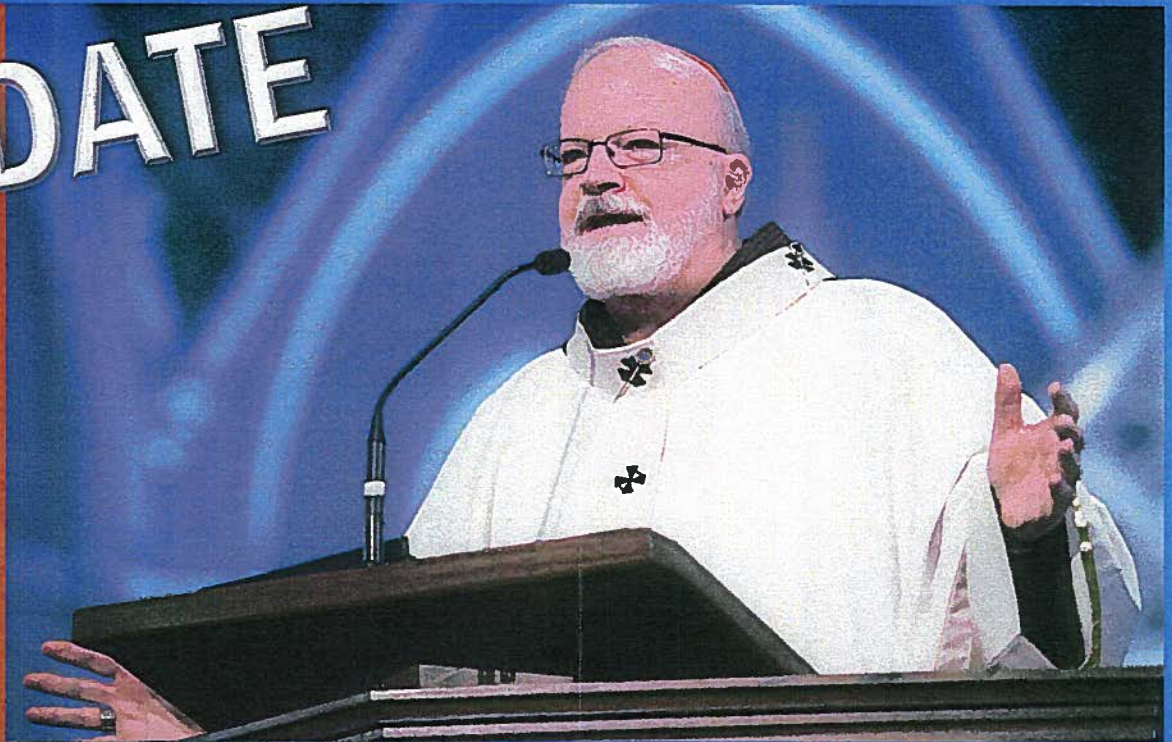
7



# SAVE THE DATE

*Sunday  
October 4, 2015  
11:30 AM*

*Cathedral of the  
Holy Cross, Boston*



**ALL ARE WELCOME**

## Mass for Public Safety Personnel and Families

For more information  
please visit :

[http://www.bostoncatholic.org/  
PublicSafetyMass/](http://www.bostoncatholic.org/PublicSafetyMass/)

His Eminence  
Seán P. Cardinal O'Malley, OFM Cap.  
Archbishop of Boston,  
Main Celebrant

**TOWN OF WAYLAND  
ANIMAL CONTROL SUMMARY REPORT  
MARCH, 2015**

**TOTAL NUMBER CALLS HANDLED**

**49**

---

# Complaint Calls	6
# Lost Dog Calls	1
# Lost Cat Calls	
# Other Cat related calls	
# Animal / Wildlife Calls	3
# Miscellaneous Calls	33

**TOTAL # DOGS PICKED UP**

Total # not licensed

Total # dogs not claimed

# still in dog officer custody

#surrendered to Humane Shelter

**TOTAL # HUMAN BITE CALLS**

**TOTAL # ANIMAL -> ANIMAL BITE**

1

10 Day Quarantine Order -Human Bite

ISSUED / RELEASED 1

10 Day Quarantine Order -Animal Bite

ISSUED 1 / RELEASED 1

45 Day/6 Month Quarantine Orders

ISSUED 1 / RELEASED 1

**TOTAL # CITATIONS ISSUED**

# No license citations

# Leash Law/Dog not under owner control

# Other Offense

# Court summons processed

Submitted by:  
Jennifer A. Condon  
Animal Control Inspector/Officer

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TOWN OF WAYLAND  
MASSACHUSETTS  
01778  
**CONSERVATION COMMISSION**

TOWN BUILDING  
41 COCHITUATE ROAD  
TELEPHONE: (508) 358-3669  
FAX: (508) 358-3606

April 1, 2015

Stephen Kadlik, Director  
Department of Public Works  
Town of Wayland  
41 Cochituate Road  
Wayland, MA 01778

RE: Order of Conditions and Chapter 194 Permit for the Route 27 Sidewalk Project, Wayland  
(DEP File 322-835)

Dear Mr. Kadlik:

Enclosed please find the original Chapter 194 Permit and Order of Conditions, including Attachment A, for the sidewalk project at Route 27 in Wayland. **You are responsible for meeting all the conditions of both the Order of Conditions and the Chapter 194 Permit.** The Order and Permit must both be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

**Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by these decisions.** All submissions must refer to the DEP file number and condition or conditions, which the submission is intended to address.

**Please note that any modification of your plans must be reported to the Commission** and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan  
Conservation Administrator

Enc. (2 Original Decisions)

cc: Town Clerk w/enc.  
DEP NERO w/enc.  
Building Commissioner w/enc.  
Mikel Myers, TEC, Inc. w/enc.  
**Board of Selectmen**  
Board of Health  
Planning Board  
Town Assessor  
Abutters  
File

RECEIVED

APR -2 2015

Board of Selectmen  
Town of Wayland



**TOWN OF WAYLAND**  
MASSACHUSETTS  
01778  
**BOARD OF APPEALS**

*Selectmen*

TOWN BUILDING  
41 COCHITUATE ROAD  
TELEPHONE: (508) 358-3600  
FAX: (508) 358-3606

A public hearing will be held on APRIL 14, 2015 at the TOWN BUILDING, 41 COCHITUATE ROAD, WAYLAND on the following applications at the time indicated:

- 8:20 p.m. Application of WAYLAND SWIMMING & TENNIS CLUB, INC. for any necessary approvals, modifications, special permits, variances and/or amendments as may be required to modify previous Z.B.A. Decisions including but not limited to Decision Nos. 94-5, 97-21, 01-51, 03-09, 04-16, 05-21, 06-32, 10-16, 11-34 and 12-09 (extend term of special permit for 5 years and amend condition #9 to add limited adult morning lap swimming) under the Town of Wayland Zoning By-laws Chapter 198 Sections 201, 203 and 802 – Table of Permitted Uses by District (Use #21). The property is located at 228 GLEZEN LANE which is in a SINGLE RESIDENCE DISTRICT and AQUIFER PROTECTION DISTRICT. (15-06)
- 8:35 p.m. Application of SAMUEL and DEANA HANNA for any necessary approvals, special permits and/or variances as may be required to change, alter, extend a pre-existing, non-conforming structure by more than 20% (demolish existing garage and construct a two story addition) within required front yard under the Town of Wayland Zoning By-Laws Chapter 198 Sections 201, 203, 401.1.2, 401.1.3, 702.1, and 801 – Table of Dimensional Requirements (front yard) The property is located at 19 AMEY ROAD which is in a SINGLE RESIDENCE DISTRICT. (15-05)

At the conclusion of the hearings on the aforementioned applications, the Board may then meet for the purpose of deciding on or deliberating toward a decision on any applications previously heard by it and to which no decision has yet been filed or any other public business before the Board.

**BOARD OF APPEALS**

E. Michael Thomas  
Eric Goldberg  
Aida Gennis  
Thomas White  
Michael Connors

**RECEIVED**

**MAR 27 2015**

Board of Selectmen  
Town of Wayland



**TOWN OF WAYLAND**  
MASSACHUSETTS  
01778  
**BOARD OF APPEALS**

*Selectmen*

TOWN BUILDING  
41 COCHITUATE ROAD  
TELEPHONE: (508) 358-3600  
FAX: (508) 358-3606

**APRIL 1, 2015**

**POSTED**

**There will be a Zoning Board of Appeals**

**continued hearing on**

**APRIL 14, 2015**

**at**

**8:20 p.m.**

**for the applicant**

**ROBERT and CAROLINE HIGGINS  
(15-04)**

**26 PARKLAND DRIVE**

**to be held in the Town Building.**

RECEIVED  
TOWN OF WAYLAND  
TOWN CLERK  
2015 APR - 1 AM 11:42

**RECEIVED**

**APR -2 2015**

Board of Selectmen  
Town of Wayland

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# Veterans of Foreign Wars

## DEPARTMENT OF MASSACHUSETTS

March 23, 2015

News Release:

The Veterans of Foreign Wars, Department of Massachusetts representing the 26,000+ membership urges swift passage of H 1641.

The Commonwealth of Massachusetts leads the nation in Veterans Benefits and Services. Let us now lead the nation in protecting these services from being stolen by those who pretend to have served our country. It is morally reprehensible to represent yourself fraudulently as a service member for financial gain. If you did not fight for the United State of America and protect our flag against all her enemies you do not have the right to fraudulently represent yourself as such.

We have encouraged all of our members to contact their legislators and urge them to support H 1641.

Robert Graser  
State Commander

William J. Madera  
State Adjutant



# Veterans of Foreign Wars

## DEPARTMENT OF MASSACHUSETTS

March 27, 2015

News Release:

The Veterans of Foreign Wars, Department of Massachusetts and its Ladies Auxiliary representing 30000+ members urges firm stance against HD1590.

The proposed Bill, HD1590 "An Act relative to Veteran's Agents" restructures Massachusetts General Law Chapter 115, would take the local Veterans' Service Officer (VSO) away from the local Municipalities. The Commonwealth's local municipalities have Resident Veterans and family members who have individual needs that are best served by their own local Agent, rather than State Government. Further disempowerment of the Commonwealth's Municipalities through reorganization of MGL Chapter 115 is not in the best interest of our Veterans and their families. We request that you contact your local Senators and representatives and let them know that we oppose HD1590 in its current form.

Robert Graser  
State Commander

William J. Madera  
State Adjutant