SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall, 525 Washington St.
6:30 pm Monday March 18, 2019

1. 6:30 Call to Order – Open Session
2. 6:32 Announcements
3. 6:35 Public Comment
4. 6:40 Appointments
   • Fire Department
   • Parking Attendant
5. 6:55 Discuss Cameron St. Parking Lot Plans
6. 7:25 Discuss Development Agreement – Wellesley Office Park
7. 7:55 Discuss Development Agreement – Delanson Circle/148 Weston Road
8. 8:25 Discuss and Vote on ATM articles
9. 8:40 Discuss and Vote on Winter Maintenance Snow & Ice Expenditures
10. 8:50 Discuss Funding for New Fire Truck
11. 9:10 Open Warrant for Special Town Meeting
12. 9:15 New Business and Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Monday, March 25, 6:00 pm – Middle School Library
Tuesday, March 26, 6:00 pm – Middle School Library
<table>
<thead>
<tr>
<th>Date</th>
<th>Selectmen Meeting Items</th>
<th>Other Meeting Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/25</td>
<td><strong>Monday</strong>&lt;br&gt;Start of ATM&lt;br&gt;6:00 PM Start – Middle School Library&lt;br&gt;Approve National Grid grant of location&lt;br&gt;Appointments – Firefighters</td>
<td></td>
</tr>
<tr>
<td>3/26</td>
<td><strong>Tuesday</strong>&lt;br&gt;ATM&lt;br&gt;6:00 PM Start – Middle School Library&lt;br&gt;Approve meeting minutes: 2/25, 2/27, 2/28, 3/4 - executive session for approval of exec. Minutes 3/4</td>
<td></td>
</tr>
<tr>
<td>4/1</td>
<td><strong>Monday</strong>&lt;br&gt;ATM&lt;br&gt;6:00 PM Start – Middle School Library&lt;br&gt;Request to revise Sunday Liquor Service – Door No. 7</td>
<td></td>
</tr>
<tr>
<td>4/2</td>
<td><strong>Tuesday</strong>&lt;br&gt;ATM&lt;br&gt;6:00 PM Start – Middle School Library</td>
<td></td>
</tr>
<tr>
<td>4/8</td>
<td><strong>Monday</strong>&lt;br&gt;ATM&lt;br&gt;Approve meeting minutes: 3/11, 3/18,</td>
<td></td>
</tr>
<tr>
<td>4/9</td>
<td><strong>Tuesday</strong>&lt;br&gt;ATM</td>
<td></td>
</tr>
<tr>
<td>4/10</td>
<td><strong>Wednesday</strong>&lt;br&gt;ADVISORY HEARING ON STM</td>
<td></td>
</tr>
<tr>
<td>4/15</td>
<td><strong>Monday</strong>&lt;br&gt;NO ATM – School Vacation</td>
<td></td>
</tr>
<tr>
<td>4/16</td>
<td><strong>Tuesday</strong>&lt;br&gt;NO ATM – School Vacation</td>
<td></td>
</tr>
<tr>
<td>4/22</td>
<td><strong>Monday</strong>&lt;br&gt;ATM – if necessary</td>
<td></td>
</tr>
<tr>
<td>4/23</td>
<td><strong>Tuesday</strong>&lt;br&gt;ATM – if necessary</td>
<td></td>
</tr>
<tr>
<td>4/29</td>
<td><strong>Monday</strong>&lt;br&gt;Meeting&lt;br&gt;Change of ownership – The Wok - All Alcohol License &amp; CV License</td>
<td></td>
</tr>
<tr>
<td>5/6</td>
<td><strong>Monday</strong>&lt;br&gt;Meeting</td>
<td></td>
</tr>
<tr>
<td>5/13</td>
<td><strong>Monday</strong>&lt;br&gt;STM</td>
<td></td>
</tr>
<tr>
<td>5/14</td>
<td><strong>Tuesday</strong>&lt;br&gt;STM</td>
<td></td>
</tr>
<tr>
<td>5/20</td>
<td><strong>Monday</strong>&lt;br&gt;</td>
<td></td>
</tr>
<tr>
<td>5/21</td>
<td><strong>Tuesday</strong>&lt;br&gt;Proposed Retreat 9-1 DPW training room</td>
<td></td>
</tr>
<tr>
<td>5/27</td>
<td><strong>Monday</strong>&lt;br&gt;MEMORIAL DAY – TOWN HALL CLOSED</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Selectmen Meeting Items</td>
<td>Other Meeting Items</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>5/30</td>
<td>Memorial Day Events Observed</td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/4</td>
<td>JULY FOURTH – TOWN HALL CLOSED</td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/2</td>
<td>LABOR DAY – TOWN HALL CLOSED</td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates TBD
Our meeting will begin on Monday at 6:30 pm in the Juliani Room.

1. Call to Order – Open Session


2. **Announcements**
3. Public Comment
4. **Appointments**

**Fire Department**
- Per Chief Delorie and Assistant Fire Chief Peterson, there are two candidates for appointment this evening. Please see the attached information.

MOVE

**Parking Attendant**
- Per the email attached from the current Parking Clerk, the parking office is short staffed and are have chosen, Richard Dami as a new parking attendant. The position requires an appointment from the Board of Selectmen. Per conversations with Lieutenant Showstead, the training process is extensive and would appreciate your support for this appointment.

MOVE
To:     Board of Fire Engineers  
From:   Assistant Chief Jeffrey Peterson  
Date:   March 15th, 2019  
RE:     Grabau/Ryder Appointments

A group comprised of myself, Deputy Chief Charles Digiandomenico, Union President Michael Leach, and the Human Resources Director reviewed applications, backgrounds and credentials of potential candidates for the position of Firefighter. The candidates interviewed met one or more of the significant consideration criteria as outlined in our hiring policy. This includes residency, attendance in the Wellesley School system, Veteran status and current or past employment with the Town of Wellesley. Two candidates were chosen by me to be extended a conditional offer of employment. The first candidate is Todd Grabau, a 17-year employee of the Town at the DPW and a call firefighter on the Grafton Fire Department. The next candidate, John Ryder, is a Navy veteran and a call firefighter on the Medway Fire Department. It is my request that the Board of Fire Engineers vote to reaffirm my selection decision and offer permanent appointment to candidates; Todd Grabau, effective 3/18/2019 and John Ryder, effective 3/18/2019. The actual report for duty date will be determined by the Fire Chief. A brief biography of each candidate appears below.

**Todd Grabau**

- Graduated from Natick High School  
- Call Firefighter/Grafton Fire Department  
- Is a Mass certified EMT  
- Has worked for the Town of Wellesley as a Construction Equipment Operator for the past 17 years  
- Is a lacrosse coach

**John Ryder**

- Graduated from Medway High School.  
- Presently attending Massasoit Community College for a degree in Fire Science  
- Served in the Navy as a Damage Control man and a member of the ship’s Honor Guard  
- Is a Mass. Certified EMT.  
- Is a Medway High School Football Coach
I feel that both of these candidates meets and exceeds the criteria the department has established for new hires. I feel that the caliber of applicants for the position of Firefighter has greatly increased since we have left Civil Service, and these candidates reflect that observation. Both candidates have passed pre-employment physicals and the Massachusetts Physical Abilities test (PAT) for Firefighters. The appointments are subject to successful completion of a Firefighting Academy along with a one-year probationary period.

If any member of the Board has any questions regarding these candidates or the hiring process, please do not hesitate to contact me.

Respectfully Submitted,

Assistant Chief Jeffrey Peterson

Jeffrey J Peterson
Assistant Fire Chief
Wellesley Fire/Rescue
jpeterson@wellesleyma.gov
PH- (781)-248-4592
To whom it may concern,

I would like to hire a new parking attendant as we are short staffed. I have chosen someone I think to be a capable individual for the position. Can Richard Dami please be appointed at the next board meeting for the parking attendant position?

Thank you in advance,

Kathryn Rumsey
Senior Accounting Clerk and Parking Clerk
Treasurer's Office
525 Washington Street
Wellesley, MA 02482

Phone: 781-431-1019 x:2264
Fax: 781-237-5037
5. **Discuss Cameron St. Parking Lot Plans**

Attending the meeting will be: Jeff D’Amico from Compass Project Management, Alex Pitkin of SMMA, and Kevin Kennedy, the FMD Project Manager.

Mr. Pitkin will be presenting on behalf of the group and they will leave ample time for questions and answers from the Board regarding this project. A copy of the draft presentation is attached. Marjorie has already provided you with background information on the HHU project and has asked that questions and comments be limited to only the Cameron St. Parking Lot project presented Monday night. She and Tom have offered to speak regarding the broader HHU project in another forum.

**NO MOTION**
Considerations for Cameron Street Parking Lot

- Site Planning and Parking Impacts of Hunnewell Elementary School Project
  - Maximizing Open Space
  - Improving traffic and pedestrian safety
  - Limiting impacts on Library parking and operations
  - Maximizing building orientation and efficiency
  - Maximizing Photovoltaic potential
Constraints

- Town Owned: Parkland
- Town Owned: Recreation/Open Space
- Town Owned: Library
- Town Owned: Selectmen
Site Considerations

- Quiet
- Active
- Relationship
- Welcoming
- Civic
- Neighborhood Access
Site Considerations
Parking Analysis
Considerations for Cameron Street Parking Lot

- Larger Hunnewell School requires additional parking spaces (+20 spaces)
- Open Space requirements reduce Hunnewell site parking (-22 spaces)
- These additional parking needs will reduce available spaces at Cameron Street Lot
- Existing Traffic and Parking Report indicates additional parking need for library use during peak period – overlaps with Hunnewell need
- Anticipating a net loss of 42 spaces on Cameron Street Lot
Existing Parking Areas

Existing Surface Spaces: 260 spaces total
- School Site Spaces: 36
- Library Upper Lot: 87 (+53 Underground)
- Cameron Street Lot: 137

Existing Currently for School Use:
Existing staff: 45 employees
(35 full time, 10 part time)

61 Spaces Total
- Hunnewell lot: 36 spaces
- Library lot: 5 spaces
- Cameron St. lot: 20 spaces

Future staff: 60 employees
(50 full time, 10 part time)
82 Total Spaces Recommended
Future Parking Needs

Existing Surface Spaces: 260 spaces total
- School Site Spaces: 36
- Library Upper Lot: 87 (+53 Underground)
- Cameron Street Lot: 137

Future Recommendation for School Use:
Future staff: 60 employees
(50 full time, 10 part time)

82 Spaces recommended:
- Hunnewell lot: 15+/- spaces
- Library lot: 5 spaces
- Cameron St lot: 62 spaces
Cameron Street Lot
Parking Deck Option

Existing Surface Spaces:
260 spaces total

- School Site Spaces: 36
- Library Upper Lot: 87 (+53 Underground)
- Cameron Street Lot: 137
Cameron Street Lot
Parking Deck Option

Existing Surface Spaces: 260
- School Site Spaces: 36
- Library Upper Lot: 87
  (+53 Underground)
- Cameron Street Lot: 137

New Spaces Total: +/- 326
- School Site: Assume 15+/-
- Library Upper Lot: 87
  (+53 Underground)
- Cameron Street Deck: +/- 224

School Spaces Required: 82
- Hunnewell Site: 15 +/-
- “Shared” Driveway: 12*
- Cameron Street Deck: 53 +/-
  (approximately 1/2 of Upper Deck)

*currently Library-owned spaces; assumption that Library gains space in Cameron Street Deck
Cameron Street Lot
Parking Deck Option

Existing Surface Spaces: 260
- School Site Spaces: 36
- Library Upper Lot: 87
  (+53 Underground)
- Cameron Street Lot: 137

New Spaces Total: +/- 326
- School Site: Assume 15+/-
- Library Upper Lot: 87
  (+53 Underground)
- Cameron Street Deck: +/- 224

School Spaces Required: 80
- Hunnewell Site: 15 +/-
- “Shared” Driveway: 12*
- Cameron Street Deck: 53 +/-
  (approximately 1/2 of Upper Deck)

*currently Library-owned spaces; assumption that Library gains space in Cameron Street Deck
Cameron Street Lot

Parking Deck Option: Photovoltaic Considerations

• Building Mounted: 22,000 ±sf
  Assumes 50% of new roof area
  Potential energy produced: _____ KWhr

• Library Roof: 15,000 ±sf
  Assumes 75% of roof area
  Potential energy produced: _____ KWhr

• Parking Lot/Deck: 40,000 ±sf
  Assumes 80% of area
  Potential energy produced: _____ KWhr
Cameron Street Lot
Parking Deck Concept: Imagery
Cameron Street Lot

Parking Deck Option: Photovoltaic Considerations
Potential PV Plan
2 – Story

- **Building Mounted:**
  - 20,000 ±sf Add Reno
  - 25,000 ±sf New
  - Assumes 50% of new roof area
  - Potential energy produced: _____ KWhr

- **Library Roof:** 15,000 ±sf
  - Assumes 75% of roof area
  - Potential energy produced: _____ KWhr

- **Parking lot/deck:** 40,000 ±sf
  - Assumes 80% of area
  - Potential energy produced: _____ KWhr
Potential PV Plan
2 – Story Option (Add Reno)

• Preliminary Potential PV
  • Facility Energy Use @ pEUI 28-30
    • 800-860 kW** PV needed (estimated)
    • 70,000 - 90,000 SF
    • Includes 20% contingency

• Total Potential Area Available:
  School Roof, Library & Cameron Street Lot
  • 75,000 SF - preliminary
Schedule: Cameron Street Parking Deck

<table>
<thead>
<tr>
<th>Event</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Study &amp; Design (8 mos)</td>
<td>July 2020</td>
<td>July 2020</td>
<td>July 2020</td>
<td>July 2020</td>
<td>July 2020</td>
<td>July 2020</td>
<td>July 2020</td>
</tr>
<tr>
<td>Construction Complete (Photovoltaics TBD)</td>
<td>October 2021</td>
<td>October 2021</td>
<td>October 2021</td>
<td>October 2021</td>
<td>October 2021</td>
<td>October 2021</td>
<td>October 2021</td>
</tr>
<tr>
<td>New Hardy/Upham School Opens</td>
<td>September 2024</td>
<td>September 2024</td>
<td>September 2024</td>
<td>September 2024</td>
<td>September 2024</td>
<td>September 2024</td>
<td>September 2024</td>
</tr>
</tbody>
</table>
Considerations for Cameron Street Deck Earlier Schedule

• Slightly lower cost due to less escalation
• Minimizes construction activity in the area
• Provides parking during Hunnewell construction
• Simplifies permitting process(es)
• Puts Primary Photovoltaics on-line sooner (potential offset for Hunnewell construction utility usage)
Thank You
6. **Discuss Development Agreement – Wellesley Office Park**

   - The latest redlined draft is attached for your review.

**NO MOTION**
ATTORNEY-CLIENT COMMUNICATION

March 15, 2019

BY EMAIL
Board of Selectmen
Town of Wellesley
525 Washington Street
Wellesley, MA 02482

Re: Update on Development Agreements - Wellesley Office Park, Delanson Circle, and 148 Weston Road

Dear Board Members:

Enclosed with this letter are the current drafts of the development agreements for Wellesley Office Park, Delanson Circle and 148 Weston Road.

I. Wellesley Office Park

We received the most recent draft agreement from Peter Tamm and Chris Clements of Goulston & Storrs on March 11, 2019. Most of the substantive terms contained in this draft agreement have been in place without any change for some time. There are, however, two points on which we have not reached full agreement with the developer. These are:

The Town’s maximum contribution towards infrastructure. Section 2.3 of the Agreement deals with the Town’s financial contribution towards the water and sewer line improvements. The draft agreement presently states that the Town will pay for 50% of the “hard and soft costs incurred by the Owner in planning, permitting and installing both the Water Line and the Sewer Line” provided that this amount does not exceed the total 40R payments the Town eventually receives from DHCD.
In our early discussion with the developer, it was our understanding that the Town would commit to pay, out of the 40R money it receives from DHCD, up to a maximum of $500,000 towards the Water Line and Sewer Line. The developer believes that the Town committed to pay 50% of the total cost of these improvements—potentially in excess of $500,000—provided that the total does not exceed the 40R payments that the Town receives from DHCD. We recommend that the Board discuss this question at its meeting on Monday night, to give us (and the developer) guidance on the maximum amount that it is willing to contribute towards the infrastructure work.

**Traffic improvements.** Sections 3.1 and 3.2 of the Agreement\(^1\) deal with the developer’s obligations concerning traffic improvements. In earlier stages of this negotiation, these sections required the developer to fund the cost of a traffic signal at the William Street/Frontage Road. Recently, however, DOT has expressed concern about a new traffic light at this location, and this particular traffic proposal seems to be falling out of favor.

Accordingly, the developer has now revised the agreement to remove all discussion of a traffic light. The agreement now instead requires the developer to “coordinate with DOT...to prepare plans, obtain necessary permits, and implement minor traffic safety and operational improvements...that may include geometric improvements to allow for police vehicle parking, pedestrian safety improvements, and lane re-stripping along the Frontage Road.” The agreement further provides that the developer will fund a feasibility study “of those additional potential traffic improvements that may be implemented in subsequent phases of redevelopment,” and for the developer to pay the Town the difference (if any) between the actual cost of this work and $180,000. Based on these revisions, one of the associated traffic exhibits (Exhibits D) has been revised and another (prior Exhibit E) has been eliminated.

In recent internal conversation, it seems that from the Town’s perspective a so-called “slip lane” that would allow vehicles to access Route 128 north directly from the Wellesley Office Park is the preferred traffic mitigation for this project. The developer is presently making no commitment to research, fund, permit, construct, or otherwise advance this so-called “slip lane”, and has said the cost of doing so exceeds what it can reasonably agree to as part of phase 1 of this project. If the Town wishes to require this as a term of the development agreement, we (and the developer) will need additional guidance on this issue from the Board.

II. **Delanson Circle**

The enclosed draft of the Delanson Circle Development agreement was drafted by the developer after the Board’s February 11 meeting and includes the developer’s response to the Board’s concerns expressed at that meeting. The redlines shown on the enclosed draft are our edits to the developer’s version.

---

\(^1\) Please note that the redline changes in the enclosed draft reflect the developer’s most recent revisions.
Board of Selectmen  
March 15, 2019  
Page 3 of 4

Please note that this draft also contains an updated set of plans (Exhibit B) and a new plan narrative (Exhibit C). These revised exhibits have also been provided by the developer in response to the concerns that the Board expressed at its February meeting. The plans are important and form the foundation of the agreement. Please let us know if you have additional concerns or comments on them. Attached as Exhibit D, is the first draft of a zoning bylaw amendment that would allow this project to proceed. While we did discuss this with Michael Zehner before he left, it should undergo additional review, and we look forward to comments on this first draft from Meghan Jop, Victor Panek and the Planning Board.

In addition, I spoke with Dan Hill, counsel to the College Heights neighborhood group, yesterday. Dan explained that the College Heights neighborhood and the developer are getting close to an agreement, but the parties are not there yet. I recommend that the Board allow the agreement between these parties to be finalized before we have another round of negotiations with the developer. I’ve also received comments from Dan on the previous version of this agreement, which are also enclosed. Dan raises some good points in his comments although in general I would suggest that many of the issues he raises are better addressed at the permitting stage. Nevertheless, I’d like to see if or how the issues he raises are addressed in the agreement between the neighborhood and the developer, before including them in this agreement.

III. 148 Weston Road

As you may recall, the development agreement for 148 Weston Road mirrors the Delanson Circle Agreement in form and in substance. Accordingly, we have made the same changes to this agreement that were made to the Delanson Agreement (the redline changes in the enclosed draft are ours), and have included the revised exhibits that the developer provided in response to the Board’s prior comments at its February meeting.

There has also been one significant change to this project since the Board’s last meeting on this subject. In February, the developer did not have control of the property located at 140 Weston Road. The developer now has this property under agreement, and is proposing to (a) purchase the property, (b) give the occupant of the existing single-family house a life estate, and (c) to renovate the house at the expiration of the life estate, and then dedicate it to affordable housing such that it can be included on the Town’s Subsidized Housing Inventory.
Board of Selectmen
March 15, 2019
Page 4 of 4

I look forward to discussing this with the Board at its meeting on Monday. If you have any questions in the meantime, please let me know.

Sincerely,

[Signature]

Thomas J. Harrington

Encl.
DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ___ day of ______, 2019, by and between the Town of Wellesley (the “Town”), acting by and through its Board of Selectmen, and John Hancock Life Insurance Company (U.S.A.), a Michigan corporation (the “Owner,” and together with the Town, the “Parties”).

RECITALS

WHEREAS, the Owner owns certain real property comprising approximately 26 acres of land known as the Wellesley Office Park located within the Administration & Professional (“AP”) zoning district along Boylston Street (Route 9), Wellesley, Norfolk County, Massachusetts (the “Site”), which Site is more particularly described and depicted on Exhibit A attached hereto and incorporated herein;

WHEREAS, the Site is identified in the Town’s Housing Production Plan as a priority site for multi-family and mixed-use residential development in order to produce housing units eligible to be counted on the Town’s subsidized housing inventory (“SHI”), a critical municipal housing production goal;

WHEREAS, the Town desires to have a minimum of ten percent of its housing stock be eligible for and included in the SHI;

WHEREAS the Town currently has 663 units of affordable housing listed on the SHI and needs additional 336 units of affordable housing to reach its goal of having a minimum of ten percent of its housing stock be included in the SHI;

WHEREAS, the Owner is planning for the phased, mixed-use redevelopment of the Site (the “Project”) that is anticipated to advance this important housing production goal by adding approximately 350 units of SHI-eligible affordable housing units in the first phase of the Project (“Phase I”) while also providing net positive fiscal and other benefits to the Town, including direct financial payments to the Town under G.L. c. 40R, as supported by a fiscal analysis performed on behalf of the Owner and peer-reviewed on behalf of the Town;

WHEREAS, Phase I is anticipated to include the demolition of the office building at 40 William Street and the construction of an approximately 350 unit residential apartment building and parking garage along with limited accessory retail space, landscaping and associated site improvements, as depicted in the conceptual plan attached hereto as Exhibit B;

WHEREAS, the Owner will agree herein that all housing units included in Phase I (and all housing units in subsequent phases of the Project) will count towards the Town’s subsidized housing inventory and will therefore help the Town make progress towards the goals identified in its Housing Production Plan, including redeveloping office parks and creating additional affordable housing;

WHEREAS, Phase I will also contribute towards the Town’s Unified Plan, which recommends that the Town Planning Board amend zoning to allow multifamily residential development in current office park areas, including mixed use options;
WHEREAS, subsequent Project phases are not yet fully defined but are anticipated to require razing additional existing office buildings which may be replaced by a mix of potential uses, including a maximum of up to 250 units of additional rental housing, a limited service hotel, additional accessory retail, and/or new office space, the size and configuration of which has not yet been determined;

WHEREAS the Department of Housing and Community Development (“DHCD”) has issued a “Letter of Eligibility” dated [____________], 2019, finding that the proposed Wellesley Park Smart Growth Overlay District (the “District”) meets the approval requirements established pursuant to G.L. c. 40R and 760 CMR 59.04(1) in order to establish a “Smart Growth” overlay zoning district;

WHEREAS, to further the Town’s housing production goals through the development of the Project, the Town is seeking approval by Wellesley Town Meeting of the Wellesley Park Smart Growth Overlay District, Sec. XIVJ.1. of the Zoning Bylaw of the Town (the “District Bylaw”), an overlay zoning district prepared pursuant to G.L. c. 40R and accompanying regulations at 760 CMR 59.00, encompassing the Site;

WHEREAS, engineering studies supporting the adequacy of existing or practically upgraded water, sewer, electric, and traffic infrastructure serving the Site have been performed on behalf of the Owner and/or Town and have been reviewed by the Town;

WHEREAS, based on the engineering studies that have been performed, the parties have identified the water, sewer, and traffic infrastructure improvements in connection with Phase I of the redevelopment of the Property, and which will be undertaken by the Owner as provided for herein;

WHEREAS, under the provisions of said G.L. c. 40R and the regulations promulgated thereunder, the Town has certified that the impacts of the build-out of the 600 residential units that would be allowed if the District Bylaw is approved will not overburden Site infrastructure as it exists or may be practically upgraded to provide adequate accommodation of the demands of the District’s existing and future residents and uses;

WHEREAS, this Agreement is entered into by the Parties in an effort to establish a framework to supplement the District Bylaw and facilitate (i) the development of housing units to count on the Town’s SHI as well as (ii) infrastructure upgrades and other improvements to benefit the District and the Town in conjunction with the phased development of the Project;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **HOUSING**

1.1 **Number of Units.** The Owner agrees with the Town that there shall be a maximum of 600 dwelling units allowed upon the Site, which shall be developed in an initial phase involving
350 units and a subsequent phase or phases involving an additional 250 units of additional housing. The Owner shall not develop, apply for, permit or construct any additional dwelling units on the Site, whether pursuant to the Town’s Zoning Bylaws, G.L. c.40B, Sections 20-23, or otherwise.

1.2 **Housing Style.** The Owner agrees that all dwelling units constructed on Site shall be apartment style.

1.3 **Affordable Rental Housing.** The Owner agrees that all residential housing units developed upon the Site up to the maximum of 600 units allowed under the District Bylaw shall be rental housing, and that no less than 25% of such housing units shall be affordable units, qualifying for enumeration under G.L. c. 40B, Sections 20-23 (the “Affordable Units”), to ensure that all housing units developed upon the Site count on the Town’s SHI.

1.4 **Local Preference.** To the maximum extent permitted by law and applicable regulation, local preference for the occupancy of Affordable Units within the Project shall be given to residents of the Town satisfying all applicable eligibility requirements.

1.5 **Miscellaneous.** The Owner shall undertake a lottery and implement an Affirmative Fair Housing Marketing Plan to solicit interest for the occupancy of the Affordable Units in accordance with applicable DHCD procedures then in effect. Consistent with the terms and conditions established in this section, the Owner and the Town, in concert with DHCD’s review and approval, shall draft and execute a binding recordable affordable housing agreement that will detail the protocol for the marketing, leasing, management and oversight of the Affordable Units.

2. **WATER AND SEWER INFRASTRUCTURE**

2.1 **Water Improvements.** Municipal water infrastructure improvements supporting the Project are informed by the memorandum prepared by Stantec Consulting Services, Inc. dated [February 25, 2019] attached hereto as Exhibit C (the “Stantec Memorandum”), with additional consultation from the Town Department of Public Works. In preparation for the development of the Project, the Owner will coordinate with the Town and the Massachusetts Department of Transportation (“MassDOT”) to prepare plans and specifications, obtain necessary permits, and install a new 12” water line (the “Water Line”) paralleling the existing 12” water line running east-west under Route 95 prior to the issuance of a final certificate of occupancy for the Phase I building, estimated to cost approximately $500,000. The Owner’s obligation to complete the installation of the Water Line is subject to the final design and construction approval of MassDOT and the Town for the new Water Line.

2.2 **Sewer Improvements.** Municipal sewer improvements supporting the Project are informed by the Stantec Memorandum with additional consultation from the Town Department of Public Works. In preparation for the development of the Project, the Owner will coordinate with the Town, at the Owner’s sole cost and expense, to complete the design, permitting and installation of a replacement sewer pump station on the Site, which specifications shall be approved by the Town and which shall include a properly sized wet well, dual operation pumps on a serviceable slide rail system with an emergency backup power source, estimated to cost approximately $310,000. Upon completion of the new pump station, the Owner will take responsibility for all
costs associated with its ongoing operation and maintenance. The Owner will also coordinate with the Town and MassDOT to prepare plans, obtain necessary permits, and install a new 6" force main (the “Sewer Line”) as a replacement to the existing 4" force main running east-west under Route 95 prior to the issuance of a certificate of occupancy for the Phase I building, estimated to cost approximately $500,000. The Owner’s obligation to complete the installation of the Sewer Line is subject to the final design and construction approval of MassDOT and the Town.

2.3 **Town Water Line and Sewer Line Contribution.** Upon completion of the installation of the Water Line and the Sewer Line, the Owner shall submit to the Town documentation detailing the total cost incurred by the Owner to complete the Water Line and the Sewer Line (the “Cost Summary”). The Town shall contribute to the Owner fifty percent (50%) of the hard and soft costs incurred by the Owner in planning, permitting, and installing both the Water Line and the Sewer Line, in an amount not to exceed the money it receives from the Commonwealth of Massachusetts in the form of “Incentive Payments” and “Bonus Payments” from the Project pursuant to G.L. c.40A (the “Town Infrastructure Contribution”). Such payment to the Owner shall be contingent upon actual receipt of the 40R Payments (defined herein). The Town Infrastructure Contribution shall be paid in one or more installments to the Owner within thirty (30) days of the Town’s receipt of (i) the Cost Summary and (ii) “Incentive Payments” and/or “Bonus Payments” from the Commonwealth of Massachusetts pursuant to G.L. c. 40R (the “40R Payments”)

3. **TRANSPORTATION**

3.1 **Phase I Traffic Improvements.** Transportation improvements supporting Phase I of the Project are informed by the Preliminary Transportation Impact Analysis memorandum (the “Traffic Memorandum”) and Conceptual Improvement Plan (“CIP”) prepared by Vanasse & Associates, Inc. dated [_______] March 12, 2019 attached hereto as Exhibit D, with additional consultation from BETA Group on behalf of the Town. In support of the development of Phase I of the project, the CIP depicts the implementation of a traffic signal control intended to improve traffic safety and operations at the William Street/Frontage Road intersection (the “Traffic Signal”). The Owner will coordinate with the Town and MassDOT, at their sole cost and expense, to prepare plans, obtain necessary permits, and install the Traffic Signal to implement minor traffic safety and operational improvements at the William Street/Frontage Road intersection that may include geometric improvements to allow for police vehicle parking, pedestrian safety improvements, and lane re-striping along the Frontage Road (the “Phase I Traffic Improvements”) prior to the issuance of a final certificate of occupancy for the Phase I building, estimated to cost approximately $180,000. The Owner and the Town acknowledge that the Phase I Traffic Signal requires improvements require final design and construction approval of MassDOT which may result in design modifications or alternative means of traffic mitigation improvement. The Owner will also complete a feasibility study of those additional potential traffic improvements that may be implemented in subsequent phases of redevelopment (the “Feasibility Study”), as set forth in the Preliminary Transportation Impact Analysis memorandum prepared by Vanasse & Associates, Inc. dated [_______], 2019 attached hereto as Exhibit E Traffic Memorandum. The Owner shall submit the Feasibility Study to the Town’s Planning Department prior to issuance of a final certificate of occupancy for the Phase I building. In order to encourage alternate means of transit and to minimize, to the extent practicable, the traffic impacts associated with the Project, the
Owner also agrees to identify and implement the Transportation Demand Management policies, measures and transportation improvements ("TDM Measures") associated with Phase I as set forth in the Traffic Memorandum. These TDM Measures shall be reviewed and finalized during the site plan approval process for Phase I. The Owner commits to expending up to $180,000 on the Phase I Traffic Improvements and Feasibility Study. To the extent the hard and soft costs associated with the completion of the Phase I Traffic Improvements and Feasibility Study amount to less than $180,000, the Owner shall contribute the balance to the Town to be utilized for municipal infrastructure studies and improvements benefitting the District. Within ninety (90) days of the submission of the Feasibility Study, the Owner shall submit an accounting of costs associated with the completion of the Phase I Traffic Improvements and Feasibility Study to the Town (the “Phase I Traffic Costs”). In the event the Phase I Traffic Costs are less than $180,000, the Owner shall contribute to the Town the difference between $180,000 and the Phase I Traffic Costs within forty-five (45) days after the submission of the accounting of such costs to the Town.

3.2 Future Phase Traffic Improvements. Additional traffic and pedestrian improvements may be required in conjunction with future phases of the Project, which are currently undefined in nature and scope. The Owner agrees to assess traffic operations at the Site and the potential traffic impacts of such future phases of the Project as they are identified and pursued, and to implement additional traffic mitigation measures (including additional TDM Measures) as may be warranted, which measures shall include consideration of all improvements identified in the Feasibility Study. To the extent that a subsequent traffic study indicates that a existing operations and/or predicted traffic conditions so warrant, the Owner shall, in the course of the site plan review process or Project of Significant Impact Special Permit process, as may be applicable, propose potential traffic improvements to alleviate such impacts to the reasonable satisfaction of the Town, as may be reflected as conditions of site plan approval or Project of Significant Impact Special Permit. The Town and the Owner acknowledge that any future traffic improvements may require final design and construction approval of the Town and MassDOT.

4. EMERGENCY RESPONSE SERVICES

4.1 Communications Equipment. Prior to the issuance of a final certificate of occupancy for the Phase I building and in any future new building containing five (5) or more stories within the Project, the Owner shall coordinate with the police and fire departments to install within such new building or upon the Site, at the Owner’s sole cost and expense, police and fire communications equipment as specified by the police and fire department intended to ensure adequate emergency communications within all portions of such building upon the Site. The estimated cost of this equipment to serve the building within Phase I is approximately $20,000.

5. ENVIRONMENTAL STRATEGIES

5.1 Phase I Environmental Strategies. As design of the Phase I building and potential future development is only at a conceptual stage, the Owner proactively agrees to consider implementation of a comprehensive array of environmental strategies in any new buildings on the Site. These environmental strategies are informed by the summary table prepared by the Owner dated [______], February 28, 2019 attached hereto as Exhibit EE (the “Environmental Table”), with additional consultation from the Wetlands Protection Committee, Natural Resources Commission, Trails Committee, and Design Review Board. In order to enhance the Site, the
Owner agrees to diligently pursue and, to the extent practicable, implement at its sole cost and expense measures consistent with the environmental strategies for Phase I outlined in the column labeled “Phase I” in the Environmental Table. The Owner shall document the strategies selected for implementation in the course of site plan approval by the Planning Board and review by the Wetlands Protection Committee for the Phase I building.

5.2 Future Phase Environmental Strategies. Prior to the issuance of a certificate of occupancy for the first building constructed after Phase I, the Owner agrees to diligently pursue and implement, as appropriate to the stage of development, at its sole cost and expense measures consistent with the environmental strategies outlined in the column labeled “Phase 2” in the Environmental Table. As with Phase I, the Owner shall document the strategies selected for implementation in the course of review by the Planning Board and the Wetlands Protection Committee for any subsequent new building development upon the Site.

6. MISCELLANEOUS

6.1 Termination. In the event that (i) the District Bylaw is disapproved by DHCD or the Massachusetts Attorney General, or (ii) Owner fails to obtain or maintain all final and effective discretionary federal, state and local permits necessary to allow for the construction and operation of Phase I, upon Owner’s delivery of written notice to the Town, this Agreement shall be null and void.

6.2 Successors and Assigns. The Parties agree that the Owner may amend or otherwise modify the existing subdivision plan of the Site (including through the creation of one or more condominiums or long term ground leases) and may transfer all or any subdivided portion of the Site to another entity (each a “New Entity”), subject to the Owner’s and any New Entity’s acknowledgement that:

6.2.1 This Agreement shall run with title to each subdivided portion of the Site and shall be binding upon the Owner insofar as it is the owner of the Site, and each of its successors or assigns as to the obligations which arise under this Agreement during their respective periods of ownership of the Site and/or their respective subdivided portion(s) thereof, provided that each predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the Town, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by the Board of Selectmen with respect to such successor’s subdivided portion(s) of the Site; and

6.2.2 The obligations created hereunder shall not be treated as assumed by any New Entity until such notice is delivered to the Town.

6.3 Notices. Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:

Town: Town of Wellesley
Executive Director
525 Washington Street
6.4 **Force Majeure.** The Owner shall not be considered to be in breach of this Agreement for so long as the Owner is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Owner.

6.5 **Default; Opportunity to Cure.** Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remediying of such default. Notwithstanding the foregoing, the Owner shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the Town. No default hereunder by the owner (whether the Owner or a New Entity) of any subdivided portion of the Site shall be deemed to be a default by any other owner (whether the Owner or a New Entity) of any other subdivided portion of the Site.

6.6 **Limitations on Liability.** The obligations of the Owner or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of the Owner
or a New Entity is in all cases limited to their interest in the Site or subdivided portion thereof at the
time such liability is incurred and shall not extend to any other portion of the Site for which another
party has assumed responsibility pursuant to Section 6.1 hereof. In the event that all or any portion of
the Site is subjected to a condominium regime or a long term ground lease, the condominium
association or the ground lessee, as applicable, shall be deemed to be the owner/New Entity of the
affected portion of the Site

6.7 Estoppels. Each Party agrees, from time to time, upon not less than twenty-one
days’ prior written request from the other, to execute, acknowledge and deliver a statement in
writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have
been modifications, setting them forth in reasonable detail); (ii) that the party delivering such
statement has no defenses, offsets or counterclaims against its obligations to perform its covenants
hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that
there are no uncured defaults of either party under this Agreement (or, if there are any defaults,
setting them forth in reasonable detail); and (iv) any other information reasonably requested by the
party seeking such statement. If the Party delivering an estoppel certificate is unable to verify
compliance by the other Party with certain provisions hereof despite the use of due diligence, it
shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate
as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to
this Section 7.7 shall be in a form reasonably acceptable to, and may be relied upon by any, actual
or prospective purchaser, tenant, mortgagee or other party having an interest in the Project. The
Town Manager is hereby authorized to execute and deliver any such estoppel certificate on behalf
of the Board of Selectmen.

6.8 Governing Law. This Agreement shall be governed by the laws of the
Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement
or the application thereof to any person or circumstance shall be declared invalid or unenforceable
by the final ruling of a court of competent jurisdiction having final review, then the remaining
terms, covenants, conditions and provisions of this Agreement and their application to other
persons or circumstances shall not be affected thereby and shall continue to be enforced and
recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable
provision, there shall be substituted a like, but valid and enforceable provision which comports to
the findings of the aforesaid court and most nearly accomplishes the original intention of the
Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of
Massachusetts sitting in the County of Norfolk.

6.9 Entire Agreement; Amendments. This Agreement sets forth the entire agreement of
the Parties with respect to the subject matter hereof, and supersedes any prior agreements,
discussions or understandings of the Parties and their respective agents and representatives. This
Agreement may not be amended, altered or modified except by an instrument in writing and signed
by the Parties hereto. Amendments to the terms of this Agreement may be agreed to on behalf of
the Town by its Board of Selectmen.

6.10 Severability. The invalidity of any provision of this Agreement as determined by a
court of competent jurisdiction shall in no way affect the validity of any other provision hereof. If
any provision of this Agreement or its applicability to any person or circumstance shall be held
invalid, the remainder thereof, or the application to other persons shall not be affected.
6.11 Time is of the Essence; Cooperation. Time shall be of the essence for this Agreement and, subject to economic conditions and approval of the District Bylaw by the Town, DHCD, and the Massachusetts Attorney General, the Owner shall diligently pursue the remaining permitting and development of Phase I. The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Project or the implementation of the goals and objectives of this Agreement, including but not limited to the execution and delivery of utility easements in public right-of-ways to third parties, Massachusetts Department of Transportation applications related to water and sewer services and transportation improvements, and other state and local instruments and documents. The Town shall also work cooperatively with the Owner in permitting matters related to the Project.

6.12 Counterparts; Signatures. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

6.13 Amendment. This Agreement may not be amended, modified or terminated except by a written instrument executed by the Owner or any New Entity and by a majority of the Board of Selectmen of the Town.

6.14 Record Notice. A notice of this Agreement in a form reasonably acceptable to the Owner may be recorded with the Norfolk Registry of Deeds.

6.15 No Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby.

[Remainder of this page intentionally left blank. Signature page follows.]
EXECUTED under seal as of the date and year first above written,

TOWN OF WELLESLEY BOARD OF SELECTMEN
By: ______________________
Name: ______________________
Its: ______________________

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
By: ______________________
Name: ______________________
Its: ______________________

LIST OF EXHIBITS
Exhibit A – Site Depiction
Exhibit B – Phase I Conceptual Plan
Exhibit C – Stantec Memorandum
Exhibit D – Traffic Memorandum and CIP
Exhibit E – Preliminary Transportation Impact Analysis
Exhibit FE – Environmental Strategies Table
### Input:

<table>
<thead>
<tr>
<th>Document 1 ID</th>
<th>netdocuments://4818-2298-0226/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>WOP - Development Agreement</td>
</tr>
<tr>
<td>Document 2 ID</td>
<td>netdocuments://4818-2298-0226/18</td>
</tr>
<tr>
<td>Description</td>
<td>WOP - Development Agreement</td>
</tr>
<tr>
<td>Rendering set</td>
<td>Standard</td>
</tr>
</tbody>
</table>

### Legend:

- **Insertion**
- **Deletion**
- **Moved from**
- **Moved to**
- **Style change**
- **Format change**
- **Moved deletion**

### Statistics:

<table>
<thead>
<tr>
<th></th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insertions</td>
<td>18</td>
</tr>
<tr>
<td>Deletions</td>
<td>21</td>
</tr>
<tr>
<td>Moved from</td>
<td>1</td>
</tr>
<tr>
<td>Moved to</td>
<td>1</td>
</tr>
<tr>
<td>Style change</td>
<td>0</td>
</tr>
<tr>
<td>Format changed</td>
<td>0</td>
</tr>
<tr>
<td>Total changes</td>
<td>41</td>
</tr>
</tbody>
</table>
Reference: Wellesley Office Park – Residential Redevelopment

This memorandum summarizes the order of magnitude cost associated with the infrastructure improvements proposed to support the phased redevelopment of Wellesley Office Park. Table 2 on page 2 itemizes each infrastructure improvement under consideration and the order of magnitude cost.

Water System Summary

The Wellesley Office Park is serviced by two town of Wellesley municipal water lines. The first is a 12" line crossing beneath I-95 and entering the site on the northwestern side. The second is a 6" line entering the site from Route 9 and following the William Street alignment. Within the boundary of route 9, approximately 1,700 feet to the West of the Williams Street and Route 9 intersection, these lines connect forming a loop.

The Town of Wellesley’s DPW has noted that 9 leaks have occurred in the 6" water line in Route 9 that have required repair. Furthermore, the DPW points to the age of the 12" municipal water line under I-95 as a concern to the DPW with respect to its condition. Without upgrades, one concern that has been raised is that in the event the existing 12" water line under I-95 were to fail, the 6" service from Route 9 may be insufficient to provide adequate water pressure for fire protection service to the Wellesley Office Park.

A flow test was conducted on January 16th, 2019, to determine available pressure and flow. The results are summarized in table 1 below.

Table 1 – Flow Test Results

<table>
<thead>
<tr>
<th>Location</th>
<th>Static Pressure (psi)</th>
<th>Residual Pressure (psi)</th>
<th>Discharge Pressure (psi)</th>
<th>Calculated Discharge (gpm)</th>
<th>Calculated Discharge at 20psi (gpm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wellesley Office Park</td>
<td>116</td>
<td>100</td>
<td>80</td>
<td>1,501</td>
<td>3,950</td>
</tr>
</tbody>
</table>

Proposed Improvements:

As a result of these identified concerns regarding the present condition of both municipal water lines, we are proposing to install a new 12" water line crossing I-95 parallel to the existing 12" line (See Table 2, Item 1).

It is assumed that the new 12" line would be installed and connected to the existing looped network, allowing domestic potable water and fire protection service for the site to continue by this.
new line in the event either of the existing service lines failed. This scenario will require approval by MassDOT for installation of a new service line beneath I-95.

Sanitary System Summary

The Wellesley Office Park sanitary main flows by gravity through the property following the Williams Street alignment. At the rear of #80 Williams Street is an ejector pit with a duplex 200 gallon per minute pump system that pumps sanitary waste through a 4" force main crossing I-95 that connects to the Town of Wellesley municipal gravity system on the western side of I-95. Due to the increased flow resulting from the proposed phase 1 residential development, an increase of inflow exceeding the capacity of the 200 GPM pump system is expected.

Proposed Improvements:

As part of the Phase 1 residential development, the force main (Table 2, Item 2) and pump station (Table 2, Item 3) will be replaced. The force main will be upsized from 4" to 6", and the new pump station will include 350GPM pumps in a duplex configuration, new controls, 3,500-gallon pump station structure and back-up power.

Table 2 – Order of Magnitude Cost Estimates

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Order of Magnitude Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation of Redundant 12' Water line crossing I-95</td>
<td>$500,000</td>
</tr>
<tr>
<td>2</td>
<td>Installation of 6&quot; Sanitary Force Main crossing I-95</td>
<td>$500,000</td>
</tr>
<tr>
<td>3</td>
<td>Sanitary Pump Station</td>
<td>$310,000</td>
</tr>
</tbody>
</table>

Cost Estimate Methodology

Cost estimates have been completed based on historical data available from Stantec projects of similar scope. The estimates are high level estimates without detailed design drawings and do not reflect site specific conditions. Projects used as a reference and assumptions for each estimate are included in the following sections.

Water and Sanitary infrastructure crossing I-95 (Items 1 and 2)

Estimates for this scope have been derived based on two projects, each utilizing an alternate method of trenchless installation. One of the projects is a water infrastructure improvement project for the Dedham – Westwood water district involving a 600’ crossing of I-95 using pipe jacking. The second project was a directional drill installation across the Annisquam River in Gloucester. For each of the projects detailed cost estimates were performed based on engineered plans, and the approximate average per linear foot cost used a baseline to estimate the order of magnitude costs for the Wellesley Office Park project.
Reference: Wellesley Office Park - Residential Redevelopment

Assumptions

- 20% contingency included
- Design / engineering costs not included
- Ledge removal / ledge drilling not included
- Assumes access for jacking pits on abutting properties
- Assumes no dewatering is required and installation will occur above ground water

Sanitary Pump Station (Item 3)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) 350 GPM Pumps</td>
<td>$80,000</td>
</tr>
<tr>
<td>Controls</td>
<td>$60,000</td>
</tr>
<tr>
<td>3,500 Gallon Structure</td>
<td>$30,000</td>
</tr>
<tr>
<td>Interior Piping and Valves</td>
<td>$30,000</td>
</tr>
<tr>
<td>Emergency Generator</td>
<td>$60,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Order of Magnitude Estimate</strong></td>
<td><strong>$310,000</strong></td>
</tr>
</tbody>
</table>

Assumptions

- 20% contingency included
- Design / engineering costs not included
- Assumes electrical service is provided in the vicinity
- Annual operation and maintenance costs not included

Stantec Consulting Services Inc.

Frank Holmes, P.E.
Principal

Phone: (617) 654-6059
Fax: (617) 523-4333
frank.holmes@stantec.com
MEMORANDUM

TO: Mr. Victor Panak  
Interim Planning Director  
Town of Wellesley  
Planning Department  
525 Washington Street  
Wellesley, MA 02482

FROM: Mr. Jeffrey S. Dirk, P.E., PTOE, FIT  
Partner  
Vanasse & Associates, Inc.  
35 New England Business Center Drive  
Suite 140  
Andover, MA 01810-1066  
(978) 474-8800, ext. 830  
jdirk@rdva.com

DATE: March 12, 2019  
RE: 8021

SUBJECT: Preliminary Transportation Impact Assessment Update  
Wellesley Office Park Redevelopment – William Street  
Wellesley, Massachusetts

Vanasse & Associates, Inc. (VAI) is providing an update to the November 15, 2018 Preliminary Transportation Impact Assessment (PTIA) and the prior PTIA update dated January 17, 2019 that was prepared in support of the redevelopment of the Wellesley Office Park which is located off William Street in Wellesley, Massachusetts (hereafter referred to as the “Project”). The purpose of this update is to present an overview of the planned elements of a comprehensive transportation improvement program that will be advanced as the redevelopment of the office park is advanced in order to reflect this plan, by reference, in a Development Agreement to be entered into between the Project proponent and the Town of Wellesley.

It is envisioned that the improvements will be phased as the redevelopment proceeds in order to address the specific impacts that are attributable to each phase. At this time, Phase I of the Project (a multifamily residential project of approximately 350 units) has been specifically defined with reasonable certainty and is expected to commence construction in 2019 pending receipt of all necessary rights, permits and approvals, including enactment at Town Meeting of the planned “Smart Growth” overlay zoning district under MGL 40R.

Future phases of the Project will be advanced as market conditions dictate and are expected to occur over the next several years, with the potential addition of up to 200 multifamily units (550 units total) and new uses associated with additional master-planned redevelopment within the office park (e.g., potential for hotel, accessory retail space and new office use, etc.) that may also be authorized under the new mixed-use zoning overlay. Any such additional impacts beyond the Phase I residential community will be assessed separately for consideration by the Town of Wellesley in connection with the planned new overlay zoning and in local review of specific master-planned project elements.

The following summarizes the initial elements of the transportation improvement program that will be advanced for the Project and will be further refined, modified and expanded in conjunction with the Town and the appropriate permit granting authorities, including the Massachusetts Department of Transportation (MassDOT) from whom a State Highway Access Permit will be required for Phase I and subsequent phases of the redevelopment.
PHASE I RESIDENTIAL COMMUNITY

Project Description

Phase I of the Project will entailing the removal of a 76,767 square foot (sf) office building and associated appurtenances (Building 40) and the construction of a multifamily residential project of approximately 350 units on the office building site. The replacement of the office building (assuming full occupancy) with the residential community is expected to result in a net increase in traffic to the office park of approximately 17 vehicle trips during the weekday morning peak commuter hour and approximately 53 vehicle trips during the weekday evening peak commuter hour. In the context of the overall volume of traffic along Route 9 and within the I-95/Route 128/Route 9 interchange, such increases over the course of a one-hour period will not result in a significant impact (increase) on motorist delays or vehicle queuing. Further, and as demonstrated in the November 15, 2018 PTIA, the recently completed improvements to the Route 9 corridor and at the Route 9/I-95/Route 128 interchange afford sufficient capacity to accommodate the relatively modest increase in traffic associated with Phase I of the Project, particularly given the off-setting directional flow of traffic associated with the residential use.

Transportation Improvement Program

Given the limited impacts that are predicted to occur as a result of Phase I of the Project due to the off-set attributable to the removal of the office building, the elements of the transportation improvement program for Phase I are designed to: i) reduce the overall volume of traffic associated with the office park; ii) improve traffic operations along Route 9 and within the I-95/Route 128/Route 9 interchange; and iii) advance the planning for access improvements that will be formalized as a part of the future development phases for the Project. The elements of the Phase I transportation improvement program are as follows:

- Traffic Signal Timing – Design and implement an optimal traffic signal timing, phasing and coordination plan for the signalized intersections that comprise the Route 9/I-95/Route 128 interchange.

- Williams Street Access Improvements – Initiate discussions with MassDOT to improve access to William Street from Frontage Road, to include minor geometric improvements to improve pedestrian safety and to create a parking area for a police vehicle. To the extent that MassDOT indicates that such access improvements are acceptable, the improvements will be designed and permitted through MassDOT prior to the issuance of a Certificate of Occupancy (CO) for the Phase I multifamily residential building, and will be constructed and operational prior to achieving 60 percent occupancy of said building, subject to receipt of all necessary rights, permits and approvals.

In addition, a feasibility study and conceptualized plans for additional improvements to the William Street/Frontage Road/Route 9 intersection will be advanced. The improvements that will be evaluated will include the addition of a right-turn slip-lane from William Street to the I-95 northbound on-ramp. The feasibility study and associated concept plans would be presented to the Town for review prior to initiating discussions with MassDOT. The feasibility study will be completed prior to the issuance of the final CO for the Phase I multifamily residential building and presented to the Town and MassDOT.

- Frontage Road/Quinobequin Road/Ellis Street – Review, design and construct an enhanced sign and pavement marking program for the Frontage Road intersections with Quinobequin Road and Ellis Street in order to improve traffic operations and enhance safety.
Pedestrian and Bicycle Improvements – Improve pedestrian and bicycle access to William Street, including the reconstruction/construction of sidewalks and wheelchair ramps to provide an Americans with Disabilities Act (ADA) accessible travel route for pedestrians to and from Route 9 and Frontage Road.

Transportation Demand Management – A robust Transportation Demand Management (TDM) Program will be implemented for the entirety of the Wellesley Office Park in an effort to reduce the overall traffic and parking demands associated with the development. This new TDM Program will be developed, implemented and supplemented in the course of local permitting of newly developed buildings within the Wellesley Office Park. Development of this new TDM Program will include consideration of the following measures, many of which are currently in the process of being implemented:

- The owner or property manager will become a MassRIDES employer partner and a member of the Route 128 Business Council, who will assist in the design and implementation of specific measures to encourage the use of alternative modes of transportation to single-occupant vehicles;

- The Wellesley Office Park shuttle service will continue to be operated and the owner or property manager will consult with the Route 128 Business Council to discuss potential expansion of operating hours and service locations;

- Coordinate with the Route 128 Business Council and other area businesses (i.e., Sun Life, Wellesley Gateway, etc.) to establish a dedicated shuttle service for the I-95/Route 128/Route 9 interchange area. To the extent that such a shuttle service is established or replaces the Wellesley Office Park shuttle service, the owner or property manager will financially participate in the operational cost of the shuttle through the Route 128 Business Council.

- Initiate discussions with the Town and the MetroWest Regional Transit Authority (MWRTA) to expand regularly scheduled bus service to William Street.

- Information regarding public transportation services, maps, schedules and fare information will be posted in a central location in each building and/or otherwise made available to employees and residents;

- A “welcome packet” will be provided to new employees and residents detailing available public transportation services, bicycle and walking alternatives, and commuter options available through the Route 128 Business Council, MassRIDES and MassRIDES’ Bay State Commute program (formerly NuRide) which rewards individuals that choose to walk, bicycle, carpool, vanpool or that use public transportation to travel to and from work;

- Employees and residents will be made aware of the Emergency Ride Home (ERH) program available through the Route 128 Business Council and MassRIDES, which reimburses employees of a participating member employer partner that carpool, take transit, bicycle, walk or vanpool to work in the event of an emergency;

- A mail drop will be provided in a central location in each building;

- Bicycle parking will be provided consisting of: i) secure bicycle parking conveniently located proximate to the building entrances; and ii) weather protected bicycle parking located in a secure area within each building.
- Real-time transportation display technologies will be installed in building lobbies;

- Two (2) parking spaces will be offered within the parking garage of the Phase I residential building for use by car-share services; and

- A minimum of five (5) percent of the parking spaces within the parking garage for the Phase I residential building will include electric vehicle (EV) charging stations, with accommodations provided during construction to allow for an expansion to up to 10 percent.

**FUTURE REDEVELOPMENT**

Future redevelopment of the Wellesley Office Park beyond Phase I could include the addition of up to 250 multifamily units (600 units total) and the introduction of new uses associated with master-planned redevelopment, such as the potential addition of a hotel, accessory retail space and new office use as may also be authorized under the new mixed-use zoning overlay. As represented on the conceptual master plans for the property, any such additional new development is expected to require the demolition of one or more existing office buildings. In order to support the future phases of the master-planned redevelopment, the following additional transportation improvements and alternatives will be studied (with consideration of specific uses and traffic patterns/impacts) and, if warranted and feasible, certain of these alternatives may be advanced:

- **Traffic Signal Timing** – Design and implement an optimal traffic signal timing, phasing and coordination plan for the signalized intersections that comprise the Route 9/I-95/Route 128 interchange (will be required for each phase of the master-planned redevelopment).

- **Williams Street Access Improvements** – To the extent that MassDOT approves the feasibility study and the additional improvements that were assessed for the William Street/Frontage Road/Route 9 intersection, the improvements may be designed, permitted and constructed in conjunction with any additional new building constructed within the office park, including additional multifamily residential development beyond the Phase I residential building, subject to receipt of all necessary rights, permits and approvals.

- **Frontage Road/Quinobequin Road** – Subject to MassDOT approval of the feasibility study, design and construct a traffic control signal at the intersection; restripe the northbound approach (beneath the Route 9 overpass) to provide two (2) northbound travel lanes.

- **Frontage Road/Ellis Street** – Restripe the Frontage Road eastbound approach to Ellis Street to provide two (2) travel lanes.

- **Route 9** – Initiate a review of the recent improvements to Route 9 west of the Wellesley Gateway/Sun Life Park Drive with regard to access to the residential neighborhoods along the north side of Route 9 between Wellesley Gateway and Cedar Street, specifically accommodations for the deceleration of vehicles transitioning from Route 9 onto neighborhood streets. To the extent that proposed improvement measures resulting from the review are conceptually approved by MassDOT, design and construct the identified improvement measures.

- **Transportation Demand Management** – Expand the Transportation Demand Management (TDM) program to include the additional uses.
The aforementioned improvements will be reviewed, modified and expanded in conjunction with the Town and MassDOT as future phases of the master-planned redevelopment are advanced in the course of local and state permitting processes.

cc:  Wellesley Office Park Redevelopment Team (via email)
EXHIBIT E
7. **Discuss Development Agreement – Delanson Circle & 148 Weston Road**

- The latest redlined drafts for the two agreements are attached for your review
- Following the draft Delanson agreement are comments received from Abutters Counsel, Dan Hill

**NO MOTION**
DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into as of this ___ day of 2019, by and between the Board of Selectmen (the “Board”) of the Town of Wellesley, Massachusetts (the “Town”), and Delanson Realty Partners, LLC as owner of the Property (as hereinafter defined) (together, with its/their successors and assigns, the “Owner,” and together with the Board, the “Parties”).

The WHEREAS, the Owner is the owner of certain owns the parcels of land located on at 1-3, 2-4, 5-7, 6 and 8 Delanson Circle, and 12-14 and 16-18 Hollis Street and Linden Street known as: (the “Property”), and further described and identified in within the Town (such parcels collectively, as further described in Exhibit A, the “Property”).

The WHEREAS, the Owner has filed with the Town of Wellesley Zoning Board of Appeals (the “ZBA”) an application petition for development of the Property under G.L. c. 40B §§ 20 et seq. known as Case Number ZBA-2017-99 (the “40B Petition/Application”). The next session of the hearing under said Application has been 40B Petition has been continued by the Owner and the ZBA before the Zoning Board of Appeals until May—May 1, 2019 and will be further continued as provided herein.

WHEREAS, the Owner and the Board have determined that a less impactful alternative development of the Property, as described in more detail herein (the “Revised Project”), would be more appropriate for the Property but would require an amendment of the zoning applicable to the Property.

WHEREAS, in lieu of the proposal contained in the 40B Petition the Owner has proposed to construct the “Revised Project” is, a multifamily residential condominium development at the Site Property consisting of a single new building containing 35 dwelling units (not to exceed 75 bedrooms) and the renovation, but not expansion, of four existing dwelling units at 12-14 and 16-18 Hollis Street, the ___ (collectively, the “Revised Project”).

WHEREAS, the Parties agree wish. This Agreement is entered into by the Parties in an effort to establish a framework to facilitate the proposed development of the Property for the Revised Project as more particularly described and depicted on a certain plan of land entitled “Delanson Project Proposed Project Change January 15, 2019”, containing extent sheets and attached hereto and incorporated herein as Exhibit B (the “Delanson Development Plan”) and described in a certain Project Narrative by Embarc Design attached hereto and incorporated herein as Exhibit C (the “Project Narrative”).

NOW THEREFORE, the development of the Revised Project shall be subject to the terms and restrictions set forth in this Agreement. The and the Owner shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement as follows:-
The Parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the use of the Property.

1. PROPOSED ZONING AMENDMENTS

1.1 The Board agrees to present, propose a Zoning Bylaw amendment to the Town Planning Board and to a Special Town Meeting, to be called no later than June 1, 2019, that includes the warrant articles listed in the form substantially proposed as on set forth in Exhibit D (the "Warrant Articles Bylaw Amendments") which would allow the Revised Project to be developed under and subject to the processes and limitations contained within Zoning By-Law Section 16A–16F and to support a favorable report on the Warrant Articles Bylaw Amendments by the Town Planning Board and the adoption of the Warrant Articles therefor by Town Meeting.

2. 40B PETITION

2.1.1 Upon the Planning Board's favorable recommendation on the Warrant Articles the Owner will seek a so-called "standstill" agreement with the Zoning Board of Appeals/ZBA, which shall extend, pursuant to 760 CMR 56.05 (3), the time for conducting the public hearing on the 40B Petition Application, making a decision on that Application Petition, and filing that decision with the Town Clerk for a sufficient time so that the ZBA may suspend its review of the 40B Petition while the Owner is pursuing all local permits/approvals for the Revised Project.

2.1 Upon the Owner's receipt of its first building permit for the Revised Project the Owner will withdraw the 40B Petition with prejudice.

3. REVISED PROJECT

3.2.1 Forthwith upon adoption of the Zoning Bylaw amendment Warrant Articles by the Town Meeting and their approval by the Attorney General, and the running of any applicable appeal period without appeal, the Owner will apply for such special permits and site plan approvals and other required local approvals from the Zoning Board of Appeals and the Planning Board the Town as may be required under the Warrant Articles by the Zoning Bylaw Amendment (the "Revised Project Permits").

3.2.2 The Owner's application for will apply for the Revised Project Permits for the Revised Project in accordance with the Delanson Development Plan Exhibit B and the Project Narrative Exhibit C. There shall The number of units shall not exceed 35. The total number of bedrooms in the 35 new units shall not exceed 75 bedrooms. The Owner acknowledges that the special permit and site plan approval for the Revised Project may include conditions typical for such projects in Wellesley including without limitation conditions relative to drainage and utility design, traffic impacts (and offsite mitigation to mitigate traffic impacts, including, but not limited to a crosswalk on Linden Street), landscaping, sequencing of construction, a construction management plan, and post-construction reviews.

3.2.3 In addition to the 35 new units discussed described in Section 3.2 above, the Owner will renovate, but not expand, the existing four (4) dwelling units each containing two (2) bedrooms located at 12-14 and 16-18 Hollis Street. The Owner shall subject all four (4)
renovated units to a permanent deed restriction or Regulatory Agreement. The deed restrictions or Regulatory Agreement shall be in a form approved by Town Counsel, shall be recorded in the Norfolk County Registry of Deeds and shall be sufficient to make all four (4) renovated units at
12-14 and 16-18 Hollis Street (the “Affordable Units”) eligible for inclusion on the Department of Housing and Community Development’s Subsidized Housing Inventory (the “SHI”) as provided for in 760 CMR 56.02. The finishes in the Affordable Units shall be similar in quality to the 35 new units described above, and shall subject all four (4) renovated units to a deed restriction or Regulatory Agreement. The deed restrictions or Regulatory Agreement shall be in a form approved by Town Counsel, shall be recorded in the Norfolk County Registry of Deeds and shall be sufficient to make all four (4) renovated units at 12-18 Hollis Street (the “Affordable Units”) eligible for inclusion on the Department of Housing and Community Development’s Subsidized Housing Inventory (the “SHI”) as provided for in 760 CMR 56.02. The Affordable Units will be declared as condominium units within the condominium created for the new thirty-five (35) units, and the Affordable Units will have access to common areas and amenities of the Condominium in accordance with the condominium Master Deed and the rules and regulations of the condominium, and the Affordable Units will have as appurtenant percentages of interest in the condominium established on 183A. The Affordable Units may be either sold to eligible individuals or held as rental units by the Owner or a public entity. The Revised Project Permits may provide that not more than 6 Certificates of Occupancy may be issued for any new construction units within the Revised Project unless Certificates of Occupancy have been issued for the 4 Affordable Units at 12-18 Hollis Street.

3.42.4 Construction of the Revised Project shall be managed in accordance with the Construction Management Plan dated _____ and attached hereto as Exhibit E. All construction related traffic shall follow the trucking routes detailed in said Construction Management Plan.

3.52.5 In the event the Warrant Articles Zoning Bylaw Amendment are is not adopted by a—Town Meeting acting on or before July 31, 2019, then unless extended by mutual agreement this Agreement, unless extended by in writing by the Parties, shall terminate and the Parties shall have no further obligations to each other hereunder.

3.62.6 The Board and the Owner recognize that the Revised Project may undergo revisions and modifications in the usual course of the special permit and site plan local approval processes. This Agreement shall remain in full force and effect, so long as provided that such revisions and modifications shall be satisfactory to the permit granting authority applicable regulatory board and shall not involve result in an increase in the number of dwelling units or, bedrooms, or in the size or height of the buildings or any conditions specifically referred to or adopted in this Agreement.

4.3. TRAFFIC IMPROVEMENTS AND MITIGATION

4.13.1 The final site plans submitted in connection with the Revised Project shall be consistent with the Delanson Development Plan Exhibit B and the include the following improvements (the “Roadway Improvements”) to be undertaken by the Owner prior to the issuance of the first Certificate of Occupancy of the Revised Project:

(a) Crosswalk across- Linden Street (to be located by the Planning Board):
(b) The width of the pavement on d-way of Hollis Street shall will be widened on the extended on the Owner's (west) side of Hollis Street, for the full length of the adjacent to the Property, in order to provide a paved travel way of not less than 18 feet. The and the Owner will also install a sidewalk and curbing to Planning Board standards, located adjacent to its and along the full length of the Property on Hollis Street a sidewalk and curbing to the standards of public ways in Wellesley.

(c) Contribution of $—— to the Town for improvements to Hollis Street intended to include, at the option of the Board, with the consent of all property owners who abut Hollis Street: 1) the Town repaving of the private way the full length of Hollis Street located to the west of Linden Street, 2) constructing a any sidewalk and installing curbing, or other improvements, on the east side of Hollis Street; 3) installing or improvements improving to street lighting or and utilities, all in the discretion of the Town; provided that the workpayment under this paragraph shall only be performed at the time of or the later of (i) the Town’s Board’s written request under this Paragraph or and (ii) issuance of the first Certificate of Occupancy for the Revised Project.

5.4 MISCELLANEOUS

5.14.1 Forbearance from Suit

The Parties shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provision(s) of this Agreement. Such forbearance shall not preclude any Party from bringing any action for breach of contract on the part of the other Party or acts of intentional misconduct with respect to matters contemplated herein.

5.24.2 Cooperation

The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with implementation of the goals and objectives of this Agreement.

5.34.3 Successors and Assigns

The Owner may transfer all its rights and obligations under this Agreement to an affiliated entity (a “New Entity”) subject to the terms of this Agreement. The Owner and all New Entities, whether affiliated or unaffiliated, shall be jointly and severally liable to the Town for all obligations under this Agreement.

5.44.4 Notices

Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:
Town: Board of Selectmen
Town of Wellesley
Wellesley Town Hall
525 Washington Street
Wellesley, MA 02482

with a copy to: Thomas J. Harrington, Town Counsel
Miyares and Harrington LLP
40 Grove Street Suite 190
Wellesley, MA 02482
tom@miyares-harrington.com

Owner: Delanson Realty Partners
Aura Properties, LLC
49 Coolidge Street
Brookline, MA 02446

with a copy to: Alan J. Schlesinger
Schlesinger and Buchbinder, LLP
1200 Walnut Street
Newton, MA 02461

5.54.5 Default: Opportunity to Cure

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty-thirty (6030) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such 6030-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remediing of such default.

5.64.6 Limited Undertaking

Nothing in this Agreement shall be construed as an undertaking by the Owner to construct or complete the Revised Project, or any portion thereof, and the obligations hereunder being limited to compliance with the provisions hereof to the extent the Revised Project, or any portion thereof, is commenced, constructed or completed.

5.74.7 Limitations on Liability
The obligations of the Owner or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise.

5.84.8 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the objectives of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Norfolk.

5.94.9 Entire Agreement; Amendments

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Board of Selectmen. No representation, promise or other agreement with respect to the subject matter hereof shall be binding on any Party unless it is expressly set forth herein. The Parties expressly acknowledge and agree that this Agreement does not and shall not apply to any development by Owner, or any of its affiliates, other than the Project.

5.104.10 Interpretation

Capitalized terms used but not defined herein shall have the meanings assigned to them under the Town of Wellesley Zoning By-Laws.

5.114.11 Counterparts; Signatures

This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

5.124.12 No Third-Party Beneficiaries

Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefited hereby, and no third party shall have any right to enforce any obligations or exercise any rights hereunder.
5.134.13 Headings.

Headings are inserted for convenience only and do not form part of this Agreement.

[Signatures on following page(s)]
EXECUTED under seal as of the date and year first above written,

DELANSON REALTY PARTNERS LLC

By: __________________________
    Manager

TOWN OF WELLESLEY BOARD OF
SELECTMEN

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

LIST OF EXHIBITS

Exhibit A – Land Description
Exhibit B – Revised Plan
Exhibit C – Project Narrative
Exhibit D – Warrant Articles
Exhibit E – Construction Management Plan
EXHIBIT B

Revised Plan
Delanson Circle  
Wellesley, MA 02482 

February 22, 2019 

PROJECT NARRATIVE 

Located in the heart of Wellesley at the intersection of Linden and Hollis Streets, directly across the street from the Wellesley Square MBTA Commuter Rail station and right down the block from the vibrant Wellesley and Linden Squares, the proposed building seeks to take advantage of an underutilized site and create a transit-oriented residential development with easy access to the heart of downtown Boston. The site consists of vacating dead-end Delanson Circle and combining five single-family residential plots into a new property of approximately 61,774 SF and an additional 20,000 SF at 12-18 Hollis Street for a site total of 81,774 SF.

The new U-shaped building will be 3-stories (36'-3" tall measured from average grade) for the main portion with a small 1 to 2 story stepped wing closest to Hollis Street. The roofs of the 1 and 2 story portion of the building will have a “green roof” design with no roof decks. Private decks at the roof of the 3rd floor would be designed by individual use of the units that are along the Hollis and Linden Street sides. Fully enclosed ground floor parking provides 60 interior spaces accessed off of Linden Street with 10 exterior spaces for use by visitors and drop offs for a total of 70 parking spaces. 35 residential units are located within the three residential stories. At the center of the project will be a courtyard and Community Room on the first floor with direct access from corner Linden and Hollis Street.

At Delanson Circle, the ground floor (at grade with Linden Street) contains the lower residential lobby, leasing office, fitness area for residents, utilities and bike storage along with the parking for the building. A stair directly adjacent to the residential lobby leads from Hollis Street up into the courtyard. The second floor (at grade with the northeast corner on Hollis Street) is comprised of the upper residential lobby, lounge, and community room while the remaining building area will be dedicated to residential units. The courtyard is designed in a way to maximize functionality and can accommodate private space for the residents use. There will also be a fire lane off of Hollis Street with direct access to the courtyard in the case of an emergency.

The exterior of the building has been designed in a way to break down its scale, emphasizing a more horizontal nature through a series of horizontal datums, bays, setbacks and material changes. The ground floor will be combination of light-toned masonry and natural woods with glazed openings for the lobby and leasing offices, while the upper floors will contain materials more native to the surrounding neighborhood, using varying cladding textures but maintaining a
complimentary color palette. Windows on the upper floors will be broken down with muntins to give a more traditional feel while also providing plentiful natural light for the residents. Given the current steep grading across the site (the southeast corner of Linden and Hollis Streets is approximately 30' lower than the opposite corner to the northwest), the three-story building will be nestled into the landscape using a series of landscaped terraces at the rear to minimize any potential impact on neighboring properties. The cornice of the new building will be lower than a majority of the surrounding homes.

Our lighting engineer will work closely with the development team and the Town of Wellesley to specify and locate light fixtures to ensure the proposed redevelopment meets the town's ordinances. Furthermore, all fixtures for the exterior use will be designed to go on at dusk and off and dawn (not implementing the motion detection light fixtures) and be dark sky compliant. The low-level light fixtures at the visitor parking spaces abutting 12-14 Hollis will be designed to just provide lighting of the striping of the parking spaces and not utilize pole lighting for this area. Photometric plans and fixtures will be provided during the design review process for review.

All units throughout the building will be designed to provide layouts that promote open kitchen/living/dining spaces, with comfortably sized bedrooms, bathrooms, laundry, storage areas, juliette balconies and terraces (where possible). There will be a maximum of (7) private roof decks (no more than 1,500 SF total for all decks) along the public facing side of the building (facing Hollis and Linden) for the 3rd floor units in addition to balconies for the 1st and 2nd floor on the Linden and Hollis Street facades. Each unit will have individual washer/dryers along with individual heating and cooling systems. The design provides for a range of unit sizes and layouts, coupled with the affordable component that will provide much-needed quality housing that fits well within the immediate context and surrounding neighborhoods of Wellesley.
EXHIBIT D

Zoning Bylaw Amendment

Deleted: Warrant Articles
SECTION XIVF-1 RESIDENTIAL INCENTIVE OVERLAY (RIO)

A. Purpose: To provide a residential reuse incentive for a parcel or parcels over one acre that are in close proximity to the Town’s retail districts and public transportation.

B. Applicability: The RIO shall be considered as overlaying other zoning districts.

C. Underlying Zoning Districts: The RIO confers additional development options to be employed at the discretion of the property owner. The RIO does not in any manner remove or alter the zoning rights permitted by the underlying zoning district. However, use of one or more of the RIO development options requires consistency with all RIO requirements.

D. Permitted Uses: Conventional multi-family dwelling units, assisted elderly living, independent elderly housing, nursing homes and skilled nursing facilities.

E. Minimum Lot or Building Site Area: No building or group of buildings shall be constructed on a lot or development site containing less than 1.5 acres. No building conversion shall be approved on a lot or development site containing less than 25,000 square feet.

F. Minimum Open Space: There shall be provided a minimum open space as defined in Section 1A. of 30 percent of the lot or development site area one half of which shall enhanced open space as defined in Section IX., provided, however, that the amount of open space required for conversion projects shall be determined by the Planning Board under the project approval/special permit paragraph below.

G. Floor Area Ratio: Building floor area devoted to residential uses including conventional market-rate housing, assisted elderly living, independent elderly housing, nursing home and/or skilled nursing facilities shall not be subject to floor area ratio requirements notwithstanding other provisions of this Zoning Bylaw to the contrary.

H. Maximum Development Density: There shall be provided for each dwelling unit of assisted elderly living or independent elderly living a lot area of not less than fourteen hundred (1,400) square feet and the number of dwelling units on a lot or development site shall not exceed 150 units. There shall be provided for each dwelling unit of conventional multi-family housing a lot area of not less than eighteen hundred (1,800) square feet. A nursing home or skilled nursing facility on a lot or development site shall not exceed 250 beds.

I. Building Setbacks: Yard definitions shall be as specified in Section XIX. RIO projects involving new construction shall provide the following:

- Minimum Front Yard Depth: 25 feet
- Minimum Side Yard Depth: 40 feet
- Minimum Rear Yard Depth: 40 feet

However, where the housing abuts a residential zoning district, the setback shall be 60 feet and a buffer of natural material and/or an earthen berm shall be installed to provide screening on a year-round basis.
J. Building Height: Maximum building height as defined in Section XX for new construction shall be 4 stories and 45 feet for buildings used for assisted elderly living, independent elderly housing, and conventional multi-family housing. The maximum building height for nursing homes and skilled nursing facilities shall be three stories and 36 feet. See Building Conversion paragraph below for height restrictions for conversion of existing buildings to these uses.

K. Signs: Signs shall comply with the sign requirements of the underlying district.

L. Off-Street Parking: Off-street parking shall be provided in accordance with Section XXI.

M. Building Conversion: An existing building may be converted to uses allowed in the RIO subject to the terms of a special permit granted by the Planning Board. In no instance shall the building be expanded to exceed the height limitations specified below or the current height of the building if said height is greater than 45 feet. There shall be no maximum residential density. However, if the building proposed for conversion presently does not conform to the requirements of the underlying zoning district the provisions of Section XVII. shall apply to the conversion project. In this instance application shall not be made to the Zoning Board of Appeals under Section XVII. prior to the issuance of a special permit by the Planning Board under this Section.

N. Mixed Use Projects: Any combination of conventional housing types is permitted up to a maximum density of 24 units per acre. Further, up to 75 conventional units of any type of housing shall be permitted in conjunction with development of a facility providing at least 100 nursing home beds, 100 beds associated with a skilled nursing facility, or at least 80 assisted living or independent elderly housing units. A mix of residential units comprising independent elderly housing, assisted elderly living, skilled nursing, nursing homes, and any type of conventional housing shall also be allowed, consistent with the dimensional regulations of the RIO.

In RIO projects that provide at least 100 elderly dwelling units of any type, including skilled nursing facilities, or at least 50 conventional housing units of any type, up to 10,000 sq. ft. of retail space in a structure or structures separate from the residential units or nursing facility shall be permitted. All such developments shall be consistent with the dimensional and parking requirements for retail business in the Lower Falls Commercial District.

O. Project Approval/Special Permits: The provisions of Section XVI.A. shall apply in all respects to projects in the RIO. Application shall not be made under Section XVI.A. prior to the issuance of a special use permit by the Planning Board under this section. A special use permit shall be required from the Planning Board in conjunction with all projects employing RIO development options for building conversion or new construction and the Planning Board may waive specific dimensional requirements in accordance with the following:

1. A report shall have been received from the Design Review Board finding that the proposed project is consistent with the design criteria listed in Section XXII.; and
2. The proposed project shall provide and/or contribute toward pedestrian and bicycle amenities and shall, as applicable, accommodate pedestrian and bicycle circulation and safety in accordance with nationally recognized and accepted standards.
EXHIBIT E

Construction Management Plan
Comments and Suggested Language for the Development Agreement between the Town of Wellesley and Delanson Realty Partners, LLC

February 19, 2019

Second Paragraph

- The Property should be defined as parcels located on 12-18 Hollis Street and 1-8 Delanson Circle (located off of Linden Street).

Section 2.1

- Consider alt. language: “Upon execution of this Agreement the Owner shall consent to an extended tolling of the 180-day period under s. 56.05(3). The period shall be tolled until the earlier of the following to occur: (a) the Owner exercises its option to terminate this Agreement, upon one of the following events: (i) Town Meeting does not approve the Warrant Articles, (ii) the Attorney General does not approve the Warrant Articles, or (iii) the subsequent zoning approvals required under the Warrant Articles for the Revised Project are denied, or are annulled or vacated following any appeal; or (b) the zoning approvals required under the Warrant Articles for the Revised Project are approved and have become final by operation of all applicable appeals periods having run, or, as the case may be, the approvals have been affirmed by a court of competent jurisdiction with no further appellate remedies, and upon such occurrence the Owner shall withdraw its Chapter 40B application with prejudice. If the Owner exercises its right to terminate under subsection (a) above, and elects to revive its Chapter 40B application with the ZBA, the 180-day period under 760 CMR 56.05(3) shall be considered to have run 90 days, allowing the ZBA another 90 days to close the public hearing from starting three weeks from the date on which the option is exercised (to allow for time to re-advertise the public hearing).

Section 3.2

- replace “consistent with” with “in complete conformity with...”
- strike the last sentence because its duplicative with Section 3.3
- Strike the second sentence and replace it with the following:

“The Revised Project shall be developed in substantial and material conformity with Exhibits B, C and E. The Revised Project shall be limited to 35 condominium units on the Delanson Circle parcels plus four affordable units at 12-18 Hollis Street with all forms of access being from Linden and/or Hollis Streets. The Property shall not be further divided or subdivided so as to create any additional dwelling units, and shall not be used in any manner inconsistent with Exhibits B and C and this Agreement. Further, the Revised Project shall be governed by the following additional development standards:

a. The two existing buildings at 12-18 Hollis Street shall be renovated but not enlarged by expanding their respective footprints or by increasing their respective gross floor area or building height.
b. The parking of motor vehicles shall be limited to the parking areas (i.e., driveways, garages) designated on Exhibit B (as may be modified by the Planning Board through the Revised Project Permits). There shall be no outdoor storage of recreation vehicles such as campers and motor homes, and no exterior storage of trash/recycling.

c. After the Revised Project has been constructed and all occupancy permits issued, there shall be no enlargement of the 35-unit building or the two duplex buildings at 12-18 Hollis Street (enlargement to mean an increase in gross floor area or height), any expansion or material changes of the parking areas, driveways or other areas used for vehicular access or storage, and any other material change to the buildings, the Revised Project infrastructure, utilities, landscaping, or amenities without the consent of the Board of Selectmen following a duly noticed public hearing with two weeks public notice to all “parties in interest” as that term is defined by the state Zoning Act (Chapter 40A).

d. Subject to the Planning Board’s agreement through its Revised Project Permits, the Owner and its successors-in-title shall perpetually maintain the natural landscaped vegetation and fencing, including the proposed green roofs, on the Property.

e. Subject to the Planning Board’s agreement through its Revised Project Permits, all service areas, storage areas, and exterior equipment (ground mounted or roof mounted) shall be screened from public/abutter view. All screening shall be visually integrated into the overall character, theme and architectural design of the building. Noise from the operation of all interior mechanical systems including but not limited to the elevators, trash compactors, and mechanical ventilation systems, etc., shall be mitigated to the greatest extent possible and comply with State and local noise ordinances. Use of sound insulating elements, plant material and/or other noise deadening materials shall be used to remove and abate offensive noise, odors, and to screen appearances from the public for all services areas, interior and exterior equipment, and storage areas. The rooftop mechanical systems (i.e., condensers) shall be screened with noise baffles. All exterior walls on the parking garage level and the interior trash room wall shall contain sound proofing/deadening materials.

f. There shall be no exterior lighting in the area behind the 35-unit building facing the abutters on Crest and Oakencroft Road, or on the north side of the building (facing 12-14 Hollis Street) except for ground surface down lighting for wayfinding, and one light fixture (sconce) attached to the building at each exterior door if the Owner desires. There shall be no other lighting fixtures attached to the north or west sides of the building, and no light posts or poles in the rear yard (west) or side yard (north) of the Property. Further, there shall be no exterior lighting on the two duplex properties - 12-18 Hollis Street except for traditional sconces attached to the front of the homes on those properties, or traditional lamp posts in the front yards of those properties. There shall be no exterior lighting in the rear yards of those properties. Intermittent or flashing lighting is prohibited anywhere on the Property, whether located outside of any building or visible from the exterior. Motion-detecting sensor lighting (lighting that automatically turns on when motion is detected in the vicinity of the fixture) is also prohibited.
g. The location of the trash room as shown on Exhibit B shall not change without the consent of the Town. All trash pick-up shall occur from the driveway adjacent to the trash room. There shall be no outdoor storage of trash or recyclable materials (i.e., Dumpsters).

h. The garage mechanical ventilation shall eject garage air, fumes, and emissions through roof vents, as stipulated by the Owner during public meetings.

i. No decks/roof decks are permitted on any of the buildings in the Revised Project, except that there may be up to five individual roof decks on the 35-unit building between the centerline of the roof of the building and the edges of the building closest to Linden Street and Hollis Street. The five individual roof decks shall be designated exclusive use areas for individual condominium units in the building (not common roof decks) in the condominium Master Deed, and shall not exceed 150 square feet in floor area per deck. No structures or antennas of any kind shall be permitted on the roof decks except for a headhouse for access. The use of the roof decks shall be limited to passive recreation for the residents and guests of the respective condominium units.

Section 3.3

- Replace “deed restriction of Regulatory Agreement” with “affordable housing restriction sufficient to restrict the four units in perpetuity as affordable to households earning no greater than 80% of area median income, and otherwise sufficient to make all four units...”

Section 3.4

- Replace the existing language with the following:

(a) Construction of the Revised Project shall be in conformity with a Construction Management Plan (“CMP”) attached as Exhibit E, as may be amended by the Town Engineering Department or the Planning Board, and which shall include but not be limited to: designation of truck routes (the condition of pavement surfaces of such routes before and after construction to be documented); a survey of existing trees within the rights of way of Linden and Hollis Streets and a tree protection plan to ensure tree protection during construction; limit of work areas; locations for parking and storage of construction vehicles, materials, and equipment (on and off site); parking hours and locations for construction workers’ vehicles (on and off site); location of portable toilets; rodent and insect control plan; dust/airborne particle control plan; security fencing; trash areas; construction trailer locations; the timetable for excavation and overall earthwork operation; and the number of necessary truck trips.

(b) The CMP shall delineate a “Limit of Work” boundary along the perimeter of the project site that shares a boundary with an abutter on Crest or Oakencroft Roads, which limit of work shall be at least ten feet from said property boundary. A temporary, durable orange “snow fence” shall be installed along the Limit of Work boundary prior to Construction Activities. No Construction Activities, including excavation, fill, grading, and stockpiling materials, shall occur between the Limit of Work boundary and the property boundary without the permission of the applicable abutter.
(c) The CMP shall provide that no truck routes shall use neighborhood streets (except Linden and Hollis Streets), and that the existing sidewalk on Linden Street shall remain open during construction. Further, the Owner shall provide a police detail in front of the Project Site on Linden Street during times of the day when children are walking to and from school.

(d) The Planning Board’s public hearing on the Revised Project Permits shall not close until a final CMP is review and approved by the Town Engineer, and compliance with the CMP shall be a condition of the Revised Project Permits, subject to the Planning Board’s agreement.

Section 3.5

- If you agree with my changes to Section 2.1, then this section can be deleted.

Section 3.6

- The selectmen seemed pretty insistent that the restrictions on use of the Property not expire in 2029. To make this binding in perpetuity, there should be a recorded land use restriction. Consider replacing the language of Section 3.6 with the following:

a. The Property shall be developed in substantial and material conformity with Exhibits B and C and this Agreement, as may be modified by the Revised Project Permits. The Owner agrees to execute and record a land use restriction restricting the use of the Property to the Revised Project for the term of the restriction, specifically prohibiting the construction or maintenance of any additional residential units of housing, the enlargement of the proposed 35-unit condominium building or the two duplex buildings on the Property (enlargement to mean an increase in gross floor area or height), any expansion or material changes of the parking areas, driveways or other areas used for vehicular access or storage, and any other material change to the buildings, the Revised Project infrastructure, utilities, landscaping, or amenities without the Town’s consent. The land use restriction contained herein shall be senior to all other encumbrances and run to the benefit of the Town. The restriction shall be substantially in the form of Exhibit F attached hereto.

b. Upon the Revised Project Permits becoming final, the land use restriction shall be recorded in the Norfolk District Registry of Deeds. The Parties agree to execute and deliver any document or amend any existing documents reasonably necessary to effectuate the provisions of this paragraph or required by the Registry of Deeds for recording purposes.

c. The Owner acknowledges that the covenants, agreements, rights, and restrictions contained within this Agreement and in the land use restriction are not merely personal covenants, and shall inure to the benefit of the Town. The Owner further acknowledges and agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the land use restriction to constitute restrictions and covenants running with the land shall be deemed satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full. The owner further agrees that the land use restriction shall constitute an “other restriction” held by a governmental entity under G.L. 184, § 27 sufficient to enable its
enforcement in perpetuity, and will confer an “actual and substantial benefit” to the Town, and will constitute such an actual and substantial benefit at the time of any enforcement of the land use restriction by the Town. The Owner further agrees to provide whatever subordinations of interest that are necessary in order for the land use restriction to be enforceable and not subordinate to any prior recorded instrument of title. The land use restrictions contained herein shall be referenced in the Master Deed and/or bylaws of any condominium or homeowners’ association(s) within the Property.

d. This Agreement and the land use restriction shall be binding on the Owner and its successors and assigns. Any instrument or document that transfers or assigns any of the Owner’s interest in the Revised Project or the Property shall expressly reference this Agreement, and shall assign the Owner’s obligations hereunder.

Section 4

- The Owner’s obligations should be tightened up. How far should the sidewalk go? Where should the crosswalk be? Design of crosswalk should be done now by the engineering department or a third-party contractor – there’s a wide variety of crosswalks. Make it consistent with other crosswalks on Linden or Washington Streets?
- If the plan is for Hollis Street to be taken as a public way, there should be language here requiring the Owner to execute a deed and any other consents to effectuate that. I would still do a taking for belt and suspenders, and require the Owner to waive any damages.
- Should the Town think about the intersection of the Project’s driveway and lining that up with any new driveway to serve the Tailby lot and any future use of that lot? Maybe get a contribution from the Owner for any intersection design and improvements at that location? I could see a traffic light being required there at some point, and that would also be the sensible location of a crosswalk. I would have a traffic engineer advise on all of this now, so that appropriate conditions can be included in this Agreement.

Section 5.1

- I don’t understand this section, and it strikes me as a potential trap. There should be mutual release language, however.

Section 5.3

- Victor intimated that this section was necessary so that he can transfer the affordable housing portion of the property to another entity. If that is the purpose of this section, I would spell that out explicitly. There’s no reason for any other part of the Project to be divided.

Section 5.6

- The “phasing” language is suspect. Why would this be constructed in phases? I would get clarification on that from Victor, and unless there’s a legitimate need to phase this, I would delete this sentence.
I don’t like the first sentence. It makes it sound like Victor is not obligated to complete the Revised Project, which isn’t accurate. If Victor is looking for an abandonment clause, then I would put in language like this:

“In the event that, for any reason or no reason, the Owner determines not to proceed with the Revised Project, including, but not limited to, the Owner’s decision to abandon the Project and/or the Owner’s election not to prosecute or defend any appeal regarding any aspect of the Project, the Owner may terminate this Agreement upon written notice to the Town, provided construction has not yet commenced and that no termination shall be effective unless and until the Owner has relinquished all rights in the Revised Project Permits in a form satisfactory to Town counsel, and has withdrawn all pending applications for permits and approvals for the Revised Project. In the absence of an agreement among the Parties as to the adequacy of the form of the Owner’s relinquishment of permits and approvals, relinquishment shall be considered adequate under this Section if the Owner files a Complaint for Declaratory Judgment in the Land Court pursuant to G.L. c. 231A, §1 and/or G.L. c. 240, §14A and obtains a decree or judgment to that effect. The Town shall be made a party in such action, and shall stipulate to the entry of such judgment. In no event shall the Owner or its successors and assigns revive its Chapter 40B application, or submit any other application under Chapter 40B, after the termination of this Agreement.”

Section 5.7

This section strikes me as a trap, and unnecessary. If the Town sues for enforcement of the Agreement, Victor can assert these defenses. If the Town has good reason to pierce the corporate veil for whatever reason it shouldn’t be contractually limited to do so. As long as the LLC has any interest in the Project or Property it should remain principally liable under this Agreement – this clause attempts to transfer liability to the successor condo association. I would strike all of this.

Exhibits

- Remove all prior iterations of proposals from exhibits.

Misc

- There should be a clause that the Parties agree that consideration is sufficient.
- Add standard LLC reps:

  The Owner hereby makes the following representations:

  (a) The Owner (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to conduct business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

  (b) The execution and performance of this Agreement by the Owner, (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of
any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project Site or the Modified Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature, not otherwise caused to be permitted by the Owner.

(c) The Owner shall have at the time of the recording of the land use restriction, good and marketable title to the Property, free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement). The Owner shall obtain the subordination and consent of any holders of mortgages or easements, and any tenants, to this Agreement in recordable form satisfactory to the Town’s counsel, which subordination and consent shall be recorded by the Owner prior to the recording of this Agreement.

- Add:

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, directors, officers, representatives, stockholders, managers, members, heirs, devisees, executors, administrators, and parent companies.

- Add clause making this a sealed instrument.
DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into as of this ___ day of 2019, by and between the Board of Selectmen (the “Board”) of the Town of Wellesley, Massachusetts (the “Town”), and Wellesley Park, LLC as owner and contract purchaser of the Property (as hereinafter defined) (together, with its/their successors and assigns, the “Owner,” and together with the Board, the “Parties”).

WHEREAS, the Owner owns or is the contract purchaser of is the owner or contract purchaser of certain the parcels of land located at 148 Weston Road and 140 Weston Road, within the Town (the “Property”), and further described and identified in (such parcels collectively, as further described on Exhibit A, the “Property”). The property at 140 Weston Road is to be conveyed to the Owner subject to a life estate (the “Life Estate”) in favor of the current owner with respect to a house at 140 Weston Road (the “140 House”).

WHEREAS, the Owner has filed with the Town of Wellesley Zoning Board of Appeals (the “ZBA”) an application a petition for development of the Property under G.L. c. 40B §§ 20 et seq. known as Case Number ZBA-2018-24 (the “40B ApplicationPetition”). The next session of the hearing under said application has been 40B Petition has been continued by the Owner and the ZBA before the Zoning Board of Appeals until May 1, 2019 and will be further continued as provided herein.

WHEREAS, the Owner and the Board have determined that a less impactful an alternative development of the Property, as described in more detail herein (the “Revised Project”), would be more appropriate for the Property but would require an amendment of the zoning applicable to the Property.

WHEREAS, this Revised Project In lieu of the proposal contained in the 40B Petition the Owner has proposed to construct a multifamily residential condominium development at the Property Site consisting of a single new building containing 25 dwelling units (not to exceed ___ bedrooms) and the renovation of one existing dwelling units at 140 Weston Road (collectively, the “Revised Project”).

WHEREAS, the Parties wish to This Agreement is entered into by the Parties in an effort to establish a framework to facilitate the proposed development of the Property for the Revised Project as more particularly described and depicted on a certain plan of land entitled “148 Weston Road Project Proposed Project Change February 22, 2019”, containing 9 sheets and attached hereto and incorporated herein as Exhibit B (the “148 Weston Development Plan”) and described in a certain Project Narrative by Embarc Design attached hereto and incorporated herein as Exhibit C (the “Project Narrative”).

NOW THEREFORE, the development of the Revised Project shall be subject to the terms and restrictions set forth in this Agreement and the. The Owner shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement as follows:

The Parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the use of the Property.
1. **PROPOSED ZONING AMENDMENTS**

1.1 The Board agrees to propose a Zoning Bylaw amendment present to the Town Planning Board and to a Special Town Meeting to be called no later than June 1, 2019, in the form substantially as set forth in Exhibit D (the "Bylaw Amendments Warrant Articles") which would allow the Revised Project to be developed under and subject to the processes and limitations contained within Zoning By-Law Section 16F:6A and to support a favorable report on the Bylaw Amendments Warrant Articles by the Town Planning Board and the adoption thereof of the Warrant Articles by Town Meeting.

2. **40B PETITION**

2.1 Upon the Planning Board’s favorable recommendation on the Warrant Articles the Owner will seek a so-called “standstill” agreement with the Zoning Board of Appeals ZBA, which shall extend, pursuant to 760 CMR 56.05 (3), the time for conducting the public hearing on the 40B Application Petition, making a decision on that Application Petition, and filing that decision with the Town Clerk for a sufficient time so that the ZBA may suspend its review of the 40B Application Petition while the Owner pursues all is pursuing local approvals permits for the Revised Project.

2.2 Upon the Owner’s receipt of its first building permit for the Revised Project the Owner shall simultaneously will-withdraw the 40B Petition with prejudice.

3. **REVISED PROJECT**

3.1 Forthwith upon adoption of the Zoning Bylaw Amendment Warrant Articles by the Town Meeting and their approval by the Attorney General, and the running of any applicable appeal period without appeal, the Owner will apply for such special permits and site plan approvals and other required local approvals from the Town as is Zoning Board of Appeals and the Planning Board as may be required under the Zoning Bylaw Amendment Warrant Articles (the "Revised Project Permits").

3.2 The Owner’s application for will apply for the Revised Project shall adhere to the Permits for the Revised Project in accordance with the 148 Weston Development Plan Exhibit B and the Project Narrative Exhibit C. Except as specifically provided for in Section 3.3 below, the number of The units shall not exceed total number of bedrooms in the 25 and the number of bedrooms shall not exceed new units shall not exceed 58-bedrooms. The Owner acknowledges that the special permit and site plan approval for the Revised Project may include conditions typical for such projects in Wellesley including without limitation conditions related to drainage and utility design, traffic impacts (and offsite mitigation to mitigate traffic impacts, including but not limited to sidewalks), landscaping, sequencing of construction, a construction management plan, and post-construction reviews.

3.3 In addition to the 25 new units discussed in Section 3.2, upon termination of the Life Estate held by the current occupant of 140 Weston Road, the Owner will renovate the existing single-family home located at 140 Weston Road House and subject this the 140 Househouse to a deed restriction or Regulatory Agreement, in a form approved by Town Counsel which shall be recorded in the Norfolk County Registry of Deeds and which shall be
sufficient to make the 140 Weston Road House eligible for inclusion on the Department of Housing and Community Development’s Subsidized Housing Inventory (the “SHI”) as provided for in 760 CMR 56.02, or any successor substantially similar measurement of the creation of an “affordable” housing unit. The finish of the renovated house shall be similar in quality to those 25 new units constructed as provided for above.

3.4 Construction of the Revised Project shall be managed in accordance with the Construction Management Plan dated February 8, 2019 and attached hereto as Exhibit E. All construction related traffic shall follow the trucking routes detailed in said Construction Management Plan.

3.5 In the event the Zoning Bylaw Amendment is Warrant Articles are not adopted by a — Town Meeting acting on or before July 31, 2019, then this Agreement, then unless extended in writing by the Parties, by mutual agreement this Agreement shall terminate and the Parties shall have no further obligations to each other hereunder.

3.6 The Board and the Owner recognize that the Revised Project may undergo revisions and modifications in the usual course of the local special permit and site plan approval process. This Agreement shall remain in full force and effect, so long as, provided that such revisions and modifications are shall be satisfactory to the applicable regulatory board permitting authority and shall not result in involve an increase in the number of dwelling units or bedrooms, or in the size or height of the buildings or any conditions specifically referred to or adopted in this Agreement.

4. TRAFFIC IMPROVEMENTS AND MITIGATION

4.1 The final site plans submitted in connection with the Revised Project shall be consistent with the 148 Weston Development Plan Exhibit B and the include the following improvements (the “Roadway Improvements”) to be undertaken by the Owner prior to the issuance of the first Certificate of Occupancy of the Revised Project:

(a) Construction of a 5’ wide concrete sidewalk and reinstallation of vertical granite curbing along the street frontage of the Property;

(b) Installation of R1-1 Stop Sign and pavement markings at the entry driveway;

(c) Contribution of $ to the Town for installation of 260’ +/- bituminous concrete sidewalk on the southwest side of Weston Road to connect the Property to the existing asphalt sidewalk with meets the crosswalk at the Linden Street intersection.

5. MISCELLANEOUS

5.1 Forbearance from Suit

The Parties shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provision(s) of this Agreement. Such forbearance shall not
preclude any Party from bringing any action for breach of contract on the part of the other Party or acts of intentional misconduct with respect to matters contemplated herein.

5.2 Cooperation

The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with implementation of the goals and objectives of this Agreement.

5.3 Successors and Assigns

The Owner may transfer all its rights and obligations under this Agreement to an affiliated entity (a “New Entity”) subject to the terms of this Agreement. The Owner and all New Entities, whether affiliated or unaffiliated, shall be jointly and severally liable to the Town for all obligations under this Agreement.

5.4 Notices

Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:

Town: Board of Selectmen
       Town of Wellesley
       Wellesley Town Hall
       525 Washington Street
       Wellesley, MA 02482

with a copy to: Thomas J. Harrington, Town Counsel
                Miyares and Harrington LLP
                40 Grove Street Suite 190
                Wellesley, MA 02482
                tom@miyares-harrington.com

Owner: Wellesley Park, LLC
        49 Coolidge Street
        Brookline, MA 02446

with a copy to: Alan J. Schlesinger
                Schlesinger and Buchbinder, LLP
                1200 Walnut Street
                Newton, MA 02461
5.5 **Default; Opportunity to Cure**

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within thirty-sixty (360) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such 360-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remediing of such default.

5.6 **Limited Undertaking**

Nothing in this Agreement shall be construed as an undertaking by the Owner to construct or complete the Revised Project, or any portion thereof, and the obligations hereunder being limited to compliance with the provisions hereof to the extent the Revised Project, or any portion thereof, is commenced, constructed or completed.

5.7 **Limitations on Liability**

The obligations of the Owner or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise.

5.8 **Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the objectives of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Norfolk.

5.9 **Entire Agreement; Amendments**

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Board of Selectmen. No representation, promise or other agreement with respect to the subject matter hereof shall be binding on any Party unless it is expressly set forth herein. The Parties expressly acknowledge and agree that this Agreement
does not and shall not apply to any development by Owner, or any of its affiliates, other than the Project.

5.10 **Interpretation**

Capitalized terms used but not defined herein shall have the meanings assigned to them under the Town of Wellesley Zoning *Bylaws*.

5.11 **Counterparts; Signatures**

This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

5.12 **No Third-Party Beneficiaries**

Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby, and no third party shall have any right to enforce any obligations or exercise any rights hereunder.

5.13 **Headings.**

Headings are inserted for convenience only and do not form part of this Agreement.

*Signatures on following page(s)*
EXECUTED under seal as of the date and year first above written,

WELLESLEY PARK LLC

By: __________________________
Manager

TOWN OF WELLESLEY BOARD OF SELECTMEN

By: __________________________

By: __________________________

By: __________________________

By: __________________________

By: __________________________

LIST OF EXHIBITS

Exhibit A – Land Description

Exhibit B – Revised Plan

Exhibit C – Project Narrative

Exhibit D – Warrant Articles

Exhibit E – Construction Management Plan
EXHIBIT A

Land Description
EXHIBIT B

Revised Plan
EXHIBIT C

Project Narrative
Located near the center of Wellesley on Weston Road, the proposed building seeks to take advantage of an underutilized site and create a transit-oriented residential development with easy access to the heart of downtown Boston. The site is a short four tenths of a mile walk from the Wellesley Square MBTA Commuter Rail station and right down the block from the vibrant Wellesley and Linden Squares, the site consists of a single-family house on 148 Weston Road that opens up to a 35,967 SF site plus an approximately 10,445 SF from the rear portion of 140 Weston Road, for a total site of 46,412 sf.

The new T-shaped building will be three-stories residential over garage (approximately 36'-0" tall above average grade) and utilizes the sloping site to provide about 49 below grade parking spaces with access off Weston Road and 6 visitor and 1 delivery space off the driveway access to the main building for a total of 56 parking spaces. There are 25 residential units spread over three floors above. At the rear of the project will be a publicly-accessible courtyard and amenity space on the ground floor that has a direct walkway to the street. The courtyard is designed to maximize functionality and can accommodate public access as well as private space for resident use.

A fire lane has been provided to meet required maximum access lengths around the perimeter of the building.

The exterior of the building has been designed in a way to play off of architectural elements found throughout the neighboring homes. With the implementation of sloped roofs elements, articulated bays and a handful of wood clapboard siding and trim details will further work to breakdown the scale of the proposed project. Windows throughout will be designed with muntins to give a more traditional feel while also providing plentiful natural light for the residents.

All units throughout the building will be designed to provide layouts that promote open kitchen/living/dining spaces, with comfortably sized bedrooms, bathrooms, laundry, storage areas, juliette balconies and decks not more than 6' deep. There will be private decks for a few units on the roof that are not visible from Weston Road. Over the parking area there will be private patios for small portions that extend beyond the building footprint at the garage below. Each unit will have individual washer/dryers along with individual heating and cooling systems. The design provides for a range of unit sizes and layouts, coupled with the affordable component that will provide much needed quality housing that fits well within the immediate context and surrounding neighborhoods of Wellesley.
EXHIBIT D

Zoning Bylaw Amendment

Deleted: Warrant Articles
SECTION XIVF-1 RESIDENTIAL INCENTIVE OVERLAY (RIO)

A. Purpose: To provide a residential reuse incentive for a parcel or parcels over one acre that are in close proximity to the Town’s retail districts and public transportation.

B. Applicability: The RIO shall be considered as overlaying other zoning districts.

C. Underlying Zoning Districts: The RIO confers additional development options to be employed at the discretion of the property owner. The RIO does not in any manner remove or alter the zoning rights permitted by the underlying zoning district. However, use of one or more of the RIO development options requires consistency with all RIO requirements.

D. Permitted Uses: Conventional multi-family dwelling units, assisted elderly living, independent elderly housing, nursing homes and skilled nursing facilities.

E. Minimum Lot or Building Site Area: No building or group of buildings shall be constructed on a lot or development site containing less than 1.5 acres. No building conversion shall be approved on a lot or development site containing less than 25,000 square feet.

F. Minimum Open Space: There shall be provided a minimum open space as defined in Section IA. of 30 percent of the lot or development site area one half of which shall enhanced open space as defined in Section IX., provided, however, that the amount of open space required for conversion projects shall be determined by the Planning Board under the project approval/special permit permit paragraph below.

G. Floor Area Ratio: Building floor area devoted to residential uses including conventional market-rate housing, assisted elderly living, independent elderly housing, nursing home and/or skilled nursing facilities shall not be subject to floor area ratio requirements notwithstanding other provisions of this Zoning Bylaw to the contrary.

H. Maximum Development Density: There shall be provided for each dwelling unit of assisted elderly living or independent elderly living a lot area of not less than fourteen hundred (1,400) square feet and the number of dwelling units on a lot or development site shall not exceed 150 units. There shall be provided for each dwelling unit of conventional multi-family housing a lot area of not less than eighteen hundred (1,800) square feet. A nursing home or skilled nursing facility on a lot or development site shall not exceed 250 beds.

I. Building Setbacks: Yard definitions shall be as specified in Section XIX. RIO projects involving new construction shall provide the following:

- Minimum Front Yard Depth 25 feet
- Minimum Side Yard Depth 40 feet
- Minimum Rear Yard Depth 40 feet

However, where the housing abuts a residential zoning district, the setback shall be 60 feet and a buffer of natural material and/or an earthen berm shall be installed to provide screening on a year-round basis.
J. Building Height: Maximum building height as defined in Section XX for new construction shall be 4 stories and 45 feet for buildings used for assisted elderly living, independent elderly housing, and conventional multi-family housing. The maximum building height for nursing homes and skilled nursing facilities shall be three stories and 36 feet. See Building Conversion paragraph below for height restrictions for conversion of existing buildings to these uses.

K. Signs: Signs shall comply with the sign requirements of the underlying district.

L. Off-Street Parking: Off-street parking shall be provided in accordance with Section XXI.

M. Building Conversion: An existing building may be converted to uses allowed in the RIO subject to the terms of a special permit granted by the Planning Board. In no instance shall the building be expanded to exceed the height limitations specified below or the current height of the building if said height is greater than 45 feet. There shall be no maximum residential density. However, if the building proposed for conversion presently does not conform to the requirements of the underlying zoning district the provisions of Section XVII. shall apply to the conversion project. In this instance application shall not be made to the Zoning Board of Appeals under Section XVII. prior to the issuance of a special permit by the Planning Board under this Section.

N. Mixed Use Projects: Any combination of conventional housing types is permitted up to a maximum density of 24 units per acre. Further, up to 75 conventional units of any type of housing shall be permitted in conjunction with development of a facility providing at least 100 nursing home beds, 100 beds associated with a skilled nursing facility, or at least 80 assisted living or independent elderly housing units. A mix of residential units comprising independent elderly housing, assisted elderly living, skilled nursing, nursing homes, and any type of conventional housing shall also be allowed, consistent with the dimensional regulations of the RIO.

In RIO projects that provide at least 100 elderly dwelling units of any type, including skilled nursing facilities, or at least 50 conventional housing units of any type, up to 10,000 sq. ft. of retail space in a structure or structures separate from the residential units or nursing facility shall be permitted. All such developments shall be consistent with the dimensional and parking requirements for retail business in the Lower Falls Commercial District.

O. Project Approval/Special Permits: The provisions of Section XVIA. shall apply in all respects to projects in the RIO. Application shall not be made under Section XVIA. prior to the issuance of a special use permit by the Planning Board under this section. A special use permit shall be required from the Planning Board in conjunction with all projects employing RIO development options for building conversion or new construction and the Planning Board may waive specific dimensional requirements in accordance with the following:

1. A report shall have been received from the Design Review Board finding that the proposed project is consistent with the design criteria listed in Section XXII.; and
2. The proposed project shall provide and/or contribute toward pedestrian and bicycle amenities and shall, as applicable, accommodate pedestrian and bicycle circulation and safety in accordance with nationally recognized and accepted standards.
EXHIBIT E

Construction Management Plan
8. **Discuss and Vote on ATM Articles**

- Some of the Articles to be discussed include:
  - Article 7
  - Article 8
  - Article 26
  - Article 27

Attached you will see some supplemental information regarding some of the articles for discussion.

**MOVE**
Hi Cay,

Here are the two documents Jack requested today for FNM: The Board of Selectmen request under Article 7.2 for $90,000 (rounded) and the Updated Sources and Uses Summary without the $140,000 Mental Health Initiative and its $20,000 benefits. Please make the BOS aware that the S&U Summary includes only $300,000 for Snow and Ice, pending an update next week, and I have not yet included the $90,000 under 7.2.

Free Cash to balance the budget has been decreased to $2,340,000 because of the $160,000. The other Free cash uses are currently shown as they were: $1,985,670, but remind them that the free cash changes to article 7 will bring that number significantly beyond $2 million. I’m not concerned about it, but I wanted to bring it to their attention. The reserve balance could conceivably decrease from 10.71% to 10.56% as per the attached.

Thanks

Sheryl

---

Sheryl Strother / Finance Director/CFO
Town of Wellesley / 525 Washington Street / Wellesley, MA 02482
P 781-431-1019 ext 2214
sstrother@wellesleyma.gov
### TOWN OF WELLESLEY - SOURCES AND USES OF FUNDS

#### *** SOURCES OF FUNDS ***

<table>
<thead>
<tr>
<th></th>
<th>FY2019</th>
<th>FY2020</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tax &amp; Other Current Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Within Levy Limits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate &amp; Pers. Prop. Tax</td>
<td>126,043,120</td>
<td>133,866,698</td>
<td>3.06%</td>
</tr>
<tr>
<td>From the Commonwealth</td>
<td>10,347,974</td>
<td>10,682,236</td>
<td>3.25%</td>
</tr>
<tr>
<td>Local Revenue</td>
<td>11,031,434</td>
<td>11,428,143</td>
<td>3.60%</td>
</tr>
<tr>
<td><strong>Sub-Total (Tax &amp; Cur. Rev.)</strong></td>
<td>150,322,528</td>
<td>155,987,076</td>
<td>3.85%</td>
</tr>
<tr>
<td><strong>Outside Levy Limits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate &amp; Pers. Prop. Tax</td>
<td>12,107,180</td>
<td>10,689,408</td>
<td>-10.07%</td>
</tr>
<tr>
<td>Available Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water and Sewer</td>
<td>299,564</td>
<td>307,072</td>
<td>2.50%</td>
</tr>
<tr>
<td>Parking Meter Receipts</td>
<td>1,097,219</td>
<td>1,016,728</td>
<td>-7.43%</td>
</tr>
<tr>
<td>Appropriated/Reserved CPA Surcharge</td>
<td>918,000</td>
<td>887,500</td>
<td>-3.32%</td>
</tr>
<tr>
<td>CPA Funds for North 40</td>
<td>550,244</td>
<td>552,044</td>
<td>0.33%</td>
</tr>
<tr>
<td>Free Cash, balance budget</td>
<td>2,646,079</td>
<td>2,340,000</td>
<td>-11.67%</td>
</tr>
<tr>
<td>Free Cash - Other Items</td>
<td>-</td>
<td>1,985,870</td>
<td>100.00%</td>
</tr>
<tr>
<td>Unencumbered/Transfers from other funds</td>
<td>112,950</td>
<td>156,145</td>
<td>37.98%</td>
</tr>
<tr>
<td><strong>Sub-Total (Available Funds)</strong></td>
<td>17,731,286</td>
<td>18,130,587</td>
<td>2.25%</td>
</tr>
<tr>
<td><strong>TOTAL SOURCES OF FUNDS</strong></td>
<td>168,053,794</td>
<td>174,207,643</td>
<td>3.66%</td>
</tr>
</tbody>
</table>

#### *** USE OF FUNDS ***

<table>
<thead>
<tr>
<th></th>
<th>FY2019 Request</th>
<th>FY2020 Request</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personal Services (Non-School)</strong></td>
<td>22,712,055</td>
<td>23,845,022</td>
<td>3.67%</td>
</tr>
<tr>
<td><strong>Expenses (Non-School)</strong></td>
<td>6,945,909</td>
<td>7,065,955</td>
<td>1.73%</td>
</tr>
<tr>
<td><strong>Subtotal (Non-School)</strong></td>
<td>29,657,964</td>
<td>30,910,978</td>
<td>3.16%</td>
</tr>
<tr>
<td><strong>Personal Services (Facilities Maintenance)</strong></td>
<td>4,585,030</td>
<td>4,716,227</td>
<td>2.86%</td>
</tr>
<tr>
<td><strong>Expenses (Facilities Maintenance)</strong></td>
<td>3,457,749</td>
<td>3,507,730</td>
<td>1.45%</td>
</tr>
<tr>
<td><strong>Subtotal (Facilities Maintenance)</strong></td>
<td>8,042,779</td>
<td>8,223,957</td>
<td>2.25%</td>
</tr>
<tr>
<td><strong>Personal Services (School)</strong></td>
<td>65,896,728</td>
<td>69,116,050</td>
<td>4.88%</td>
</tr>
<tr>
<td><strong>Expenses (School)</strong></td>
<td>8,530,190</td>
<td>7,687,803</td>
<td>-10.11%</td>
</tr>
<tr>
<td><strong>Subtotal (School)</strong></td>
<td>74,426,918</td>
<td>76,703,853</td>
<td>3.16%</td>
</tr>
<tr>
<td><strong>Subtotal (Pers. Servcs. &amp; Exp)</strong></td>
<td>112,129,661</td>
<td>115,618,855</td>
<td>3.11%</td>
</tr>
</tbody>
</table>

**Capital & Debt:**

<table>
<thead>
<tr>
<th></th>
<th>FY2019 Request</th>
<th>FY2020 Request</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Within Levy Limits</strong></td>
<td>12,552,089</td>
<td>11,440,452</td>
<td>-8.88%</td>
</tr>
<tr>
<td><strong>Subtotal (Within Levy Limits)</strong></td>
<td>9,307,191</td>
<td>10,213,417</td>
<td>9.74%</td>
</tr>
<tr>
<td><strong>Outside Levy Limits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal (Outside Levy Limits)</strong></td>
<td>21,859,280</td>
<td>21,859,280</td>
<td>-0.04%</td>
</tr>
</tbody>
</table>

#### SUB-TOTAL (CAPITAL & DEBT)

<table>
<thead>
<tr>
<th></th>
<th>FY2019 Request</th>
<th>FY2020 Request</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Benefits:</strong></td>
<td>10,761,287</td>
<td>20,153,080</td>
<td>3.03%</td>
</tr>
<tr>
<td>Health Insurance &amp; other</td>
<td>19,926,425</td>
<td>20,153,080</td>
<td>3.03%</td>
</tr>
<tr>
<td>Pension Contribution</td>
<td>7,056,425</td>
<td>7,487,899</td>
<td>6.11%</td>
</tr>
<tr>
<td><strong>Subtotal (Shared Costs)</strong></td>
<td>35,545,647</td>
<td>35,815,425</td>
<td>0.84%</td>
</tr>
<tr>
<td><strong>Subtotal (Operations)</strong></td>
<td>164,038,653</td>
<td>168,343,733</td>
<td>2.63%</td>
</tr>
</tbody>
</table>

**Total Use of Funds: 168,083,784**

**Total Source of Funds: 168,083,784**

**Surplus (Deficit): (0)**

---

3/14/20192:17 PM
## 2019 Salary Budget BOS

### Executive Director
- Budget: $197,676
- Revised: $133,051
- MUNIS Balance: $-
- Remainder needed: $-
- O/(S): $-

### 2.5 weeks unused Vacation payout
- Budget: $-
- Revised: $9,504
- MUNIS Balance: $-
- Remainder needed: $-
- O/(S): $-

### Contract payout
- Budget: $-
- Revised: $164,730
- MUNIS Balance: $-
- Remainder needed: $-
- O/(S): $-

**Total:** $307,285
- MUNIS Balance: $(109,609)
- O/(S): $(109,609)

### New Executive Director starts 3/18/19
- Budget: $-
- Revised: $-
- MUNIS Balance: $-
- Remainder needed: $58,000
- O/(S): $(58,000)

### New Assistant Executive Director
- Budget: $-
- Revised: $-
- MUNIS Balance: $-
- Remainder needed: $20,000
- O/(S): $(20,000)

### Assistant Executive Director
- Budget: $115,042
- Revised: $46,034
- MUNIS Balance: $71,309
- O/(S): $71,309

### Other Professional Staff
- Budget: $143,601
- Revised: $77,029
- MUNIS Balance: $66,975
- Remainder needed: $39,816
- O/(S): $27,159

### Temporary
- Budget: $7,000
- Revised: $7,827
- MUNIS Balance: $(827)
- Remainder needed: $32
- O/(S): $(859)

**Total:** $463,319
- MUNIS Balance: $27,848
- Remainder needed: $117,848
- O/(S): $(90,000)

* Rounded
Reserves Projection

<table>
<thead>
<tr>
<th>Reserves as of 6/30/2018</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free Cash Estimate</td>
<td>$14,615,285</td>
</tr>
<tr>
<td>General Purpose Stabilization fund</td>
<td>3,289,225</td>
</tr>
<tr>
<td>Other Stabilization Funds</td>
<td>1,350,142</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$19,254,652</strong></td>
</tr>
</tbody>
</table>

Sources and (Uses) of Reserves in FY19

- Snow & ice removal - first request (300,000)
- Snow & ice removal - second request? (300,000)
MS Systems Feasibility (841,400)
Additional Town Hall exterior construction (220,598)
Walnut street design (150,000)
Electronic voting (15,000)
BOS Department staffing (90,000)

Add to SPED stabilization (500,000)
Add to SPED stabilization - Medicaid (160,000)
Add to IOD stabilization (48,672)
Add to Baler Stabilization (50,000)
Additions to various Stabilization (no impact) 758,672

Balance FY20 budget (Article 8) (2,340,000)
Net operating change - estimated 1,500,000

Estimated Reserves as of 6/30/19 $16,497,654

FY20 Revenue $156,244,240
% of Revenue 10.56%

Summary of Reserve Policy
On 12/10/12, the Board of Selectmen voted "...to maintain reserves at a sufficient level to provide financial resources to maintain top tier bond rating, ensure short term cash availability..., minimize interest expense..., provide for investment income, provide for a stable tax rate, and enhance planning for contingencies and long term planning. Reserves shall be maintained in a range of 8 to 12% of the current period's budgeted operating revenue..." The complete Policy is available from the Town Clerk.
Get Outlook for iOS

From: Martello, Marybeth <mmartello@wellesleyma.gov>
Sent: Thursday, March 14, 2019 9:44 AM
To: Jack Morgan
Cc: _LAURA S OLTON; _Ellen Korpi; Thomas Ulfelder; _Michael DOrtenzio Jr; febunger (febunger@gmail.com); robert Lamppa (rlamppa@wellesley.edu); Mosley, Janet
Subject: Potential Motion for Article 26 Funds

Dear Jack,

Thank you for the opportunity to make suggestions regarding the use of Article 26 funds. Pending an SEC vote on Monday morning (March 18), we expect the SEC to recommend a Pedestrian Crossing at Walnut & Damien, a project suggested by Dave Cohen (please see email below). According to Dave, this project has been on the Traffic Safety Committee’s list and is a project that is closest to ‘shovel ready.’ DPW is currently assessing the appropriateness of solar vs. hard-wired options and the cost is expected to be $20 - $30K.

The Pedestrian Crossing Project supports biking, walking, pedestrian (including child) safety, school transportation, and greenhouse gas emissions reductions. This Project also aligns with the statutory intent of the MA Rideshare Bill (also see attached email from Tom Harrington) and the amount of available funds, as well as with the SEC’s mission, and with suggestions from Kevin Clark (below) and Chief Pilecki (attached).

After its meeting on April 5, the SEC will also propose a process for allocating future rideshare funds.

Please let me know if you have any questions. I’m happy to talk as are Laura and Ellen.

Very best,
Marybeth

From: Ellen Korpi [mailto:ellenkorpi1@gmail.com]
Sent: Wednesday, March 13, 2019 5:06 PM
To: _LAURA S OLTON <LAURA.OLTON@YAHOO.COM>; Martello, Marybeth <mmartello@wellesleyma.gov>
Subject: Fwd: Potential Motion for Article 26 Funds

Begin forwarded message:

From: "Cohen, David" <dcohen@wellesleyma.gov>
Subject: RE: Potential Motion for Article 26 Funds
Ellen,

Dave Hickey and I reviewed this opportunity and our suggestion is to prioritize the Pedestrian Crossing at Walnut & Damien. This has been on the Traffic Safety Committee’s list and is a project that is closest to ‘shovel ready’. We are currently assessing appropriateness of solar vs. hard wired options and cost is expected to be $20 - $30K.

Audible Pedestrian Button systems are also something that the Traffic Safety Committee has been discussing. Our latest thinking was to include these systems in our complete streets prioritization plan. At this point, I would recommend letting the plan develop a bit before proposing a specific location.

The other projects mentioned are certainly worthy of consideration but should probably be reviewed in more detail and assessed with regards to priority.

Dave

Begin forwarded message:

From: Jack Morgan <jmorgan@wellesleyma.gov>
Subject: Fw: Potential Motion for Article 26 Funds
Date: March 11, 2019 at 2:30:08 PM EDT
To: "Martello, Marybeth" <mmartello@wellesleyma.gov>
Cc: Ellen Korpi <ellenkorpi1@gmail.com>

Jack Morgan
Chair, Board of Selectmen
617.775.4852

Please use this jmorgan@wellesleyma.gov address for communicating with me on Board of Selectmen related items

From: Kevin Clark <thekevinclark@gmail.com>
Sent: Monday, March 11, 2019 1:08 PM
To: Jack Morgan
Subject: Potential Motion for Article 26 Funds

Hi Jack,

I'm Kevin Clark, a Precinct B TMM and a member of the newly formed Mobility Working Group. The Mobility Group is still organizing so I don't speak for it.

I noticed in the Warrant for Article 26 a little less than 20k incoming to the town for alternate modes of transportation. In addition to long-term planning, I'm looking for quick wins for the many needs of our transportation needs, including walking and cycling. Would you and the BOS consider earmarking these funds for quick wins for alternatives to cars and adding additional safety measures? I am confident any or all would be cost effective quick wins for the town.

Having the town install some more accessible (audible) pedestrian signals. A couple were installed on Washington Street (one at St Paul's flashing yellow and I believe the other is near Cafe Nero). A good spot for a couple more would be Crest Rd and Linden St and Linden Street at the Linden Store light. More detail here and below: http://guide.saferoutesinfo.org/engineering/traffic_signals.cfm
Alternatively, you once told me in a hearing that putting in additional sidewalks in places where there are many commuters and students walking on the street is something the town should do. We have that situation on our street (Summit Rd) from Crest to Crown Ridge Rd with a dangerous curve at the Summit with parked cars and commuter pedestrians seeking the same space. We did put in the limited hours parking signs with minimal results. It's very dangerous and at one point there used to be a sidewalk on the east side and some still exists - the rest have been landscaped over. Maybe the town would complete it by building a one block sidewalk connecting the one on Crest to Crown Ridge which would then create one contiguous sidewalks from town all the way to Sprague School making it safer for the students and commuters.

Lastly, another quick and very timely win for the town would be to provide a safe route for kids and adults to get to/from the soon to be opened Wellesley Sports Center. The traffic plan calls for at peak hours is between 100 and 150 car trips there. A key (and overlooked so far) is to provide an alternative to riding your bike or walking on Weston Road and Rte 9 and give kids the independence of going on their own and reducing the incremental number of cars in and out of there. The answer is an easy one. This just requires the town to create the final 50 yards connecting the Crosstown Trail (a spur) with the MLP's Dale Street Pump and directly into the Wellesley Sports Center parking lot and hopefully a bike rack. I've attached a screen shot of the trail and connector for easy reference.

Would you and the BOS consider making any or all of these in a motion for Article 26? I'd appreciate your input and am happy to discuss today or tomorrow.

Thank you,
Kevin Clark
Precinct B
508-735-8759

Accessible Pedestrian Signals
Accessible pedestrian signals are audible signals that indicate when it is or is not appropriate to cross the street. Federal ADA guidelines encourage the use of accessible pedestrian signals where there is a need to accommodate pedestrians with visual impairments. Accessible signals come in a variety of designs but include an audible signal and tactile guidance for pedestrians. See the 2009 MUTCD for additional information on accessible signals.

Treatment: Accessible Pedestrian Signals (APS)

Description/Purpose
Audible signals for the visually impaired that indicate when it is or is not appropriate to cross the street.

Expected Effectiveness

- Audible signals increase awareness of all pedestrians, including those visually impaired, which can lead to fewer pedestrian crashes [Houten et al., 2000].
- Can decrease amount of time it takes pedestrians to cross by reducing start up delay.

Costs
Costs range from $700 to $1,150 per signal (Bushell, Poole, Zegeer, Rodriguez, 2013).

Keys to Success

- Locator tones should be used to help persons with visual impairment find pushbuttons.
- Appropriate sound levels should be used to limit audible intrusion into the surrounding neighborhood.

Key Factors to Consider

- APS may be unclear as to which crosswalk it refers.
- Directional guidance may be needed at wide, skewed or angled intersections.

Evaluation Measures

- Motor vehicle/pedestrian crashes.
- Motor vehicle/pedestrian conflicts.
- Pedestrian crossing ability at current clearance interval.

Tom H. On Rideshare Suggestions from Chief Pilecki
Hello All,

If there is any official guidance on this issue, I can’t find it.

I’ll keep looking, but assuming it doesn’t exist, I believe an eligible project is associated with a mode of transportation (walking, biking, vehicle, public transportation) used by a person of any age or ability. The project includes any phase (study, planning, design, construction, maintenance, etc.). So, as long as it fits somewhere in that definition, it should be eligible.

Marybeth, if you like to brainstorm a bit, please don’t hesitate to call.

Thanks.
Tom
Thomas J. Harrington

Miyares Harrington - Local options at work
Miyares and Harrington LLP
40 Grove Street • Suite 190
Wellesley, MA 02181
Direct: 617-304-2421 | Main: 617-489-1600
www.miyares-harrington.com

From: Beth Woods <bsullivanwoods@wellesleyma.gov>
Date: Wednesday, March 13, 2019 at 5:26 PM
To: Tom Harrington <tom@miyares-harrington.com>
Cc: "Martello, Marybeth" <mmartello@wellesleyma.gov>, _Ellen Korpi <ellenkorpi1@gmail.com>, _LAURA S OLTON <LAURA.OLTON@YAHOO.COM>
Subject: Fw: MA Rideshare Bill

Hi Tom. Could you let us know if there are any other rules or guidelines for the use of the Uber or Lyft money? Marybeth has been asked by Jack To coordinate a recommendation for the selectmen to consider. She just got this assignment so it would be helpful to give her any background about what is eligible/ineligible. I am hoping there might be a briefing document or set of guidelines that MMA or the state issued.
Thank you for your help.
Beth

From: Martello, Marybeth
Sent: Wednesday, March 13, 2019 1:03:36 PM
To: Beth Sullivan Woods
Hi Beth,

Thanks again for your call today. I believe this link contains the rideshare bill. I pulled out paragraphs related to town responsibilities. In yellow I’ve highlighted language regarding the use of funds by cities and towns.

I’m not sure if the document I’ve linked to is considered the final word. So, it’s probably still a good idea to check with Tom Harrington.

Best,
Marybeth

Section 5(d)(i)

proportionately distribute ½ of the amount collected to a city or town based on the number of rides from the previous calendar year that originated within that city or town to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program established in section 1 of chapter 90I of the General laws and other programs that support alternative modes of transportation; and

Section 5(e)

Annually, a city or town receiving money from the Transportation Infrastructure Enhancement Trust Fund shall submit a report to the director of the division not later than December 31 detailing the projects and the amount used or planned to be used for transportation-related projects as described in subsection (d). The director shall compile the reports and post the projects and amounts of money used on the website of the division.
Marybeth

See below. Do you agree?

Jack

Get Outlook for iOS

From: Marjorie Freiman <mfreiman@wellesleyma.gov>
Sent: Wednesday, March 13, 2019 10:08 AM
To: Jack Morgan; Pilecki, Jack
Subject: Uber/Lyft money

Jack,
Chief Pilecki has requested consideration of the use of the money for traffic safety such as Pilecki lights, crosswalk signs in the road and speed feedback signs like on Weston Rd.

He looked at the requested uses in the resident’s email and this was his preference.
Marjorie

Marjorie R. Freiman, Vice Chair
Wellesley Board of Selectmen
Wellesley, MA
9. **Discuss and Vote Winter Maintenance Snow and Ice Expenditures**

DPW Director, Dave Cohen provided the attached information regarding the snow and ice expenditures.

MOVE
<table>
<thead>
<tr>
<th>From:</th>
<th>Cusack, Christopher</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sent:</td>
<td>Friday, March 15, 2019 2:05 PM</td>
</tr>
<tr>
<td>To:</td>
<td>Jop, Meghan; Strother, Sheryl; Lopes, Rachel; Meagher, Cathryn; Cohen, David</td>
</tr>
<tr>
<td>Subject:</td>
<td>Winter Maintenance Supplemental Authorization Request</td>
</tr>
<tr>
<td>Attachments:</td>
<td>3981_001.pdf</td>
</tr>
</tbody>
</table>

Meghan,

Please find the attached $150,000 supplemental winter spending authorization request. As indicated in the letter, we’ve had several events since our last request, which has depleted the balance from the initial supplemental appropriation.

Let me know if you have any questions or need any additional information.

Thank you,

Christopher Cusack  
Senior Management Analyst  
Wellesley Department of Public Works  
Tel: 781-235-7600 ext. 3308

**When responding, please be advised that the Town of Wellesley and the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that email could be considered a public record.**
March 15, 2019

Meghan Jop
Executive Director of General Governmental Services
Town of Wellesley
525 Washington Street
Wellesley, MA 02482

RE: FY2019 Winter Maintenance Appropriation

Dear Meghan:

I respectfully request that you authorize an additional $150,000 supplemental authorization for the FY19 Winter Maintenance Appropriation. Since our last request on January 29th, we’ve had a total of 7 treatment events, 5 plowing events and 2 snow removals. For your information, we have attached a report of the winter related expenditures and also a summary of all winter response events to date.

As you know, under the provisions of Massachusetts General Law Chapter 44, Section 31D, a town may incur liability and make expenditures in excess of available appropriations for snow and ice removal, provided that such expenditures are approved by the Selectmen or their designee. The statute also requires that, in order to make use of the provisions of MGL 44:31D, the current year winter maintenance appropriation must equal or exceed the prior year’s appropriation. We are in compliance with this requirement as $348,703 was originally appropriated in FY18 and $357,420 was appropriated in FY19.

I therefore request that you authorize the expenditure of $150,000 in additional funds for the purpose of snow and ice removal. Thank you for your assistance and please let me know if you have any questions or need additional information.

Sincerely,

David A. Cohen
DPW Director

Attachments
Cc: Thomas Skelly, Advisory Committee Chair
    Sheryl Strother, Finance Director
    Board of Public Works
Winter Maintenance Budget
Through Payroll of Week Ending 3/12/19
and including an estimate through 3/31/19

As of 3/15/19

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY19 Appropriation</td>
<td>$ 357,420.00</td>
</tr>
<tr>
<td>Supplemental Authorizations Approved</td>
<td>$ 300,000.00</td>
</tr>
<tr>
<td><strong>Available Funds</strong></td>
<td><strong>$ 657,420.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses of Funds - Paid to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
</tr>
<tr>
<td>Vehicle Maint &amp; Fuel</td>
</tr>
<tr>
<td>Contractor Services</td>
</tr>
<tr>
<td>Salt/Sand</td>
</tr>
<tr>
<td>Other Supplies</td>
</tr>
<tr>
<td><strong>Paid to Date</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses of Funds - Services Provided But Not Yet Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
</tr>
<tr>
<td>Vehicle Maint &amp; Fuel</td>
</tr>
<tr>
<td>Contractor Services</td>
</tr>
<tr>
<td>Salt/Sand</td>
</tr>
<tr>
<td>Other Supplies</td>
</tr>
<tr>
<td><strong>Not Yet Invoiced</strong></td>
</tr>
</tbody>
</table>

| Total Uses - Committed to Date                  | **$ 807,420.00** |

Available Balance Remaining                      | **$ (150,000.00)** |

Requested Additional Funds                      | **$ 150,000.00** |

Projected Revised Balance                       | **$ -** |
## Town of Wellesley DPW
### FY2019 Winter Response Events
#### As of 3/15/19

<table>
<thead>
<tr>
<th>Storm #</th>
<th>Day</th>
<th>Date</th>
<th>Treat Only</th>
<th>Plow &amp; Treat</th>
<th>Removal</th>
<th>Accum. (Inches)</th>
<th>Salt Used (Tons)</th>
<th>Brine Used (Gal)</th>
<th>Duration (Hours)</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thursday</td>
<td>11/15/2018</td>
<td></td>
<td></td>
<td>X</td>
<td>6.00</td>
<td>87.10</td>
<td>3,500</td>
<td>11.6</td>
<td>Snow/Sleet/Freezing Rain</td>
</tr>
<tr>
<td>2</td>
<td>Tuesday</td>
<td>11/20/2018</td>
<td></td>
<td></td>
<td>X</td>
<td>0.00</td>
<td>41.33</td>
<td>-</td>
<td>4.0</td>
<td>Winter Mix to</td>
</tr>
<tr>
<td>3</td>
<td>Tuesday</td>
<td>12/18/2018</td>
<td></td>
<td>X</td>
<td></td>
<td>0.25</td>
<td>49.46</td>
<td>-</td>
<td>5.0</td>
<td>Rain to Freezing</td>
</tr>
<tr>
<td>4</td>
<td>Friday</td>
<td>12/28/2018</td>
<td></td>
<td>X</td>
<td></td>
<td>0.00</td>
<td>13.43</td>
<td>3,500</td>
<td>3.0</td>
<td>Snow Mix to rain</td>
</tr>
<tr>
<td>5</td>
<td>Thursday</td>
<td>01/03/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>0.00</td>
<td>26.63</td>
<td>3,300</td>
<td>2.5</td>
<td>Wet snow/rain</td>
</tr>
<tr>
<td>6</td>
<td>Sunday</td>
<td>01/06/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>0.00</td>
<td>9.41</td>
<td>-</td>
<td>4.4</td>
<td>Freezing Rain - Req per/WPD</td>
</tr>
<tr>
<td>7</td>
<td>Tuesday</td>
<td>01/08/2019</td>
<td></td>
<td></td>
<td>X</td>
<td>0.00</td>
<td>34.52</td>
<td>3,000</td>
<td>2.0</td>
<td>Snow</td>
</tr>
<tr>
<td>8</td>
<td>Sat-Mon</td>
<td>01/19/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>8.00</td>
<td>462.65</td>
<td>17,350</td>
<td>22.5</td>
<td>Snow/Rain/Ice/Deep Freeze</td>
</tr>
<tr>
<td>9</td>
<td>Friday</td>
<td>1/25/2019</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>2.85</td>
<td>275</td>
<td>1.3</td>
<td>Req per WPD</td>
</tr>
<tr>
<td>10</td>
<td>Tuesday</td>
<td>1/29/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>0.75</td>
<td>201.24</td>
<td>-</td>
<td>10.05</td>
<td>Snow to Rain to Snow again</td>
</tr>
<tr>
<td>11</td>
<td>Wednesday</td>
<td>1/30/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>1.25</td>
<td>179.26</td>
<td>-</td>
<td>3.3</td>
<td>Evening Snow Squall</td>
</tr>
<tr>
<td>12</td>
<td>Tuesday</td>
<td>2/12/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>3.00</td>
<td>156.63</td>
<td>9,500</td>
<td>15.0</td>
<td>Ice to rain</td>
</tr>
<tr>
<td>13</td>
<td>Wednesday</td>
<td>2/13/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>0.5</td>
<td>61.14</td>
<td>2,600</td>
<td>4.3</td>
<td>Snow Squall</td>
</tr>
<tr>
<td>14</td>
<td>Friday</td>
<td>2/15/2019</td>
<td></td>
<td></td>
<td>X</td>
<td>0.00</td>
<td>12.74</td>
<td>-</td>
<td>0.0</td>
<td>Snow Removal</td>
</tr>
<tr>
<td>15</td>
<td>Monday</td>
<td>2/18/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>16.0</td>
<td>219.13</td>
<td>7,300</td>
<td>21.3</td>
<td>Snow and refreeze</td>
</tr>
<tr>
<td>16</td>
<td>Wednesday</td>
<td>2/20/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>1.75</td>
<td>286.84</td>
<td>4,100</td>
<td>8.3</td>
<td>Snow Squall</td>
</tr>
<tr>
<td>17</td>
<td>Wednesday</td>
<td>2/27/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>3.5</td>
<td>205.63</td>
<td>8,000</td>
<td>9.1</td>
<td>Small Snowstorm</td>
</tr>
<tr>
<td>18</td>
<td>Saturday</td>
<td>3/2/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>1.75</td>
<td>227.13</td>
<td>4,600</td>
<td>9.5</td>
<td>Small Snowstorm</td>
</tr>
<tr>
<td>19</td>
<td>Sun-Mon</td>
<td>3/3/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>8.75</td>
<td>187.25</td>
<td>4,650</td>
<td>18.0</td>
<td>Significant Snow Storm</td>
</tr>
<tr>
<td>20</td>
<td>Wednesday</td>
<td>3/6/2019</td>
<td>X</td>
<td></td>
<td></td>
<td>0.0</td>
<td>57</td>
<td>1,200</td>
<td>12.0</td>
<td>Snow Removal</td>
</tr>
<tr>
<td>21</td>
<td>Sunday</td>
<td>3/10/2019</td>
<td></td>
<td>X</td>
<td></td>
<td>1.75</td>
<td>112.32</td>
<td>-</td>
<td>6.3</td>
<td>Small Snow Storm</td>
</tr>
</tbody>
</table>

**TOTALS / COUNT**

<p>| | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>7</td>
<td>2</td>
<td>53.26</td>
<td>2,582.39</td>
<td>72,875</td>
<td>174.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

...
10. **Discuss Funding for New Fire Truck**

You were provided in the Friday Night Mail packed of 3/11/19 with two pieces of correspondence from former Executive Director, Blythe Robinson to Wellesley College and Babson College respectively regarding this issue.

**NO MOTION**
11. **Open Warrant for Special Town Meeting**

At the Board meeting on 3/11/19 the Board set the date for Special Town Meeting of 5/13/19 the warrant will close on 3/29/19.

Please note in your Friday Night Mail Calendar, Advisory will hold its public hearing regarding STM on Wednesday, April 10, 2019.

**MOVE**
12. **New Business and Correspondence**

- Correspondence from Stanley Brooks re: Tailby Lot
- Correspondence from Secretary of State
- Correspondence from MSBA
- Correspondence from BAA re: Marathon Contribution
- Correspondence from MA Division of Professional Licensure re: Alan Walker
- Correspondence from Retirement Board
- Correspondence from Rosemarie Colella
Good morning Larry:

Following up our conversation last week, please see the attached letter sent on behalf of the owner of 1 Grove Street, the property currently occupied by the US Post Office.

Thank you for your attention to this, and for your client's respect of lot lines and property rights as the project progresses.

Please let me know if you wish to discuss further.

Best regards,
Stanley

Stanley A. Brooks, Esq.
Wellesley, MA 02481
781-235-9777
Cell: 617-538-3716
sabrookslaw@gmail.com

WARNING: CONFIDENTIALITY NOTICE: The Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510 et seq.) provides federal criminal and civil penalties for the unauthorized reading of this e-mail if you are not the intended recipient named above. This message is confidential and may be privileged attorney-client communication and is protected by attorney/client and/or attorney/work product privilege. It is intended only for use by the individual named above and the privileges are not waived by virtue of this having been sent by email. If you are not the intended recipient or an agent responsible to the intended recipient, please notify us immediately by telephone at (781) 223-9777. Any review, dissemination, distribution or copying of this document by anyone other than the intended recipient is unauthorized and is strictly prohibited. The review of this information by any individual other than the intended recipient shall not constitute a waiver of the attorney-client, work product, joint defense, and/or other applicable privileges. If you have received this in error, please reply and notify the sender (only) and delete the message.

Disclaimer regarding Uniform Electronic Transactions Act ("UETA"): If this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication. Contract formation in this matter shall occur only with manually affixed original signatures on original documents unless otherwise specifically stated herein. Nothing contained in this email is intended to be nor shall be interpreted or deemed to give rise to binding contractual obligations of any nature whatsoever, such obligations may only be created by and require manual signatures.
Via email to: larry@kertzmanweil.com
Laurence Shind, Esq.
Kertzman & Weil LLP
40 Grove Street, Suite 280
Wellesley, MA 02482

RE: Trinity Financial, Inc. – Wellesley Square Redevelopment

Dear Larry:

As you will recall from our conversations last week, I represent Wellesley Hills Properties Trust (“Owner”), the owner of the property at 1 Grove Street, Wellesley (“Property”). The Property directly abuts the so-called Railroad Avenue Parking Lot (Assessors Parcel No. 123-62, the “Railroad Lot”).

It has come to the attention of the Owner that in connection with Trinity Financial, Inc.’s (“Trinity”) response to a Request For Proposals (“RFP”) issued by the Wellesley Board of Selectman (“Board”) for the Redevelopment of, among other Town-owned properties, the Railroad Lot, Trinity included various “Preliminary Plans,” proposed schematic plans, and site configurations (collectively, the “Plans”) that apparently, if constructed as proposed, directs automobile (and perhaps pedestrian) traffic across the Property. A copy of one such Plan is attached. You indicated to me that the Plans represent only preliminary, conceptual designs, are not based on any actual engineering or other appropriate work to ensure that Trinity’s proposed redevelopment stays wholly within the lot lines of the Railroad Lot, and that any final proposal will respect the boundaries of the Property and not encroach thereon.

As mentioned, the Owner was not contacted nor consulted regarding a potential encroachment onto the Property, nor was a request made for an easement or other authorization to allow public or private use of the Property by others not invitees of the Owner.

Thus, this letter confirms our telephone conversation wherein I indicated to you that the Owner expressly prohibits any use of the Property by Trinity or any other party without the Owners prior, written agreement and consent, which may be withheld for any reason or for no reason at all.
Thank you for your attention to this matter. I look forward to learning more about the proposed project as it moves through the negotiation and approval process.

Sincerely,
Wellesley Hills Properties Trust,
By its attorney:

Stanley A. Brooks

SAB/bs
Enclosure
cc: Wellesley Hills Properties Trust (via email; w/ enclosure)
   Jack Morgan, Chair, Board of Selectmen (via US Mail and email; w/enclosure)
March 11, 2019

Patrick Bryant
Pyle Rome Ehrenberg PC
2 Liberty Square, 10th Floor
Boston, MA 02109

RE: Open Meeting Law Complaint

Dear Mr. Bryant:

Thank you for contacting the Attorney General’s Office. On March 8, 2019, we received your Open Meeting Law complaint, which was originally received by the Wellesley Board of Selectmen on or about February 5, 2019. We will review your complaint and will contact you in the event that we require additional information. We will notify you of our determination following our Office’s review.

Your complaint may be resolved through either a formal order or informal action. Formal orders contain a detailed discussion of the alleged violation, applicable legal requirements, and may order any of the remedies provided in G.L. c. 30A, § 23(c). If a complaint is appropriate for informal action, we will attempt to resolve the matter by speaking to the parties, followed by a brief letter noting whether or not there was a violation and what remedial action was taken.

For additional information on the Open Meeting Law and the complaint process, please visit our website at www.mass.gov/ago/openmeeting. Please do not hesitate to contact the Division of Open Government with any further questions.

Sincerely,

Mira Netsky
Paralegal
Division of Open Government

cc: Thomas J. Harrington, Esq., Miyares and Harrington LLP
Wellesley Board of Selectmen
March 6, 2019

Mr. Jack Morgan, Chair
Wellesley Board of Selectmen
Wellesley Town Hall, Selectmen’s Office
525 Washington Street, Third Floor
Wellesley, MA 02482

Re: Town of Wellesley, Ernest F. Upham Elementary School, Owner’s Project Manager Approval Letter

Dear Mr. Morgan:

Pursuant to the provisions of G.L. c. 149, s. 44A ½ and 963 CMR 2.11, the Town of Wellesley (the “Town”) is required to procure the services of an Owner’s Project Manager (the “OPM”) for the Ernest F. Upham Elementary School project using a qualifications-based selection process. As required by 963 CMR 2.11 (3), the Town has certified in writing to the Massachusetts School Building Authority (the “MSBA”) that it has used a qualifications-based selection process that complies with Massachusetts law. Pursuant to 963 CMR 2.11 (2) and G.L. c. 70B, s. 2, the Town has requested in writing that the MSBA approve its selection of Compass Project Management, Inc. as the OPM for the Ernest F. Upham Elementary School project.

The MSBA has reviewed the information submitted by the Town in support of its selection of Compass Project Management, Inc. Based upon the information provided by the Town, the MSBA hereby approves its selection of Compass Project Management, Inc. for the Ernest F. Upham Elementary School project and to the key personnel and consultants identified by Compass Project Management, Inc. in the proposal that was submitted to the Town and reviewed by the MSBA, and as presented to the MSBA’s Owner’s Project Manager Review Panel on March 4, 2019. The MSBA’s approval is specific to Compass Project Management, Inc. and to the key personnel identified by Compass Project Management, Inc. in the proposal that was submitted and reviewed by the MSBA. Pursuant to the provisions of 963 CMR 2.11 (4) and the applicable requirements of any agreements between the MSBA and the Town, any change in the OPM or its key personnel, as described in the attached organizational chart, must be approved in writing by the Town and the MSBA. The MSBA’s approval is also based upon the Town’s representation that the Eligible Applicant for the Town has designated Sharon Gray, Chair, Wellesley School Building Committee, as the individual who shall have the authority to act on behalf of the Owner, under its contract with the OPM, and who shall be responsible for day-to-
day communication between the Owner and the OPM. Any change in this designation must be approved in writing by the MSBA.

Please note the MSBA’s approval of the Town’s selection is subject to the provisions of 963 CMR 2.11 which, among other things, allows the MSBA to rescind its approval and/or to direct the removal of the OPM under certain circumstances. The MSBA retains the right to rescind its approval of the Town’s selection of Compass Project Management, Inc. and to deny and/or recoup reimbursement for expenditures or costs related to the OPM services if Compass Project Management, Inc. does not perform its services to the satisfaction of the MSBA. The MSBA’s approval is further subject to the execution of a contract between the Town and Compass Project Management, Inc. in a format that is satisfactory to the MSBA, utilizing any standard contracts, forms, and provisions that the MSBA may require, including the completed MSBA System Access Request form which is described below. Please forward a hard copy and an electronic copy of the fully executed contract between the Town and Compass Project Management, Inc. to Katie DeCristofaro, Capital Program Manager, at the MSBA by March 22, 2019.

It will be the Town’s responsibility to monitor the performance of Compass Project Management, Inc. to ensure that they perform their obligations in a satisfactory manner, and to enforce the provisions of its contract with Compass Project Management, Inc. Among obligations of the OPM that are detailed within the MSBA’s standard contract is the requirement for the OPM to submit monthly reports to the MSBA. The OPM shall submit to the Town no later than the twelfth day of each calendar month. The OPM shall begin submitting monthly progress reports on the first reporting date following the month in which the OPM receives an approval letter from the Town. The Town shall verify that the OPM submits its monthly reports on time and in the form and manner determined by the MSBA. OPM Reports shall be submitted to the MSBA by the OPM using the MSBA’s online OPM Report System. In order to activate and use this system, the Town must complete and submit the attached MSBA System Access Request form. The completed form must be delivered to Katie DeCristofaro, Capital Program Manager, at the MSBA by March 22, 2019.

The Town must comply with all provisions of law and all conditions imposed by any agreements executed between the MSBA and the Town, including, but not limited to, a Feasibility Study Agreement, a Project Scope and Budget Agreement, and a Project Funding Agreement, related to the provision of services by an OPM. The MSBA maintains its right to withhold reimbursement of costs and expenditures associated with OPM services if the Town fails to comply with the applicable terms and conditions of its agreements with the MSBA or any administrative directives issued by the MSBA, now in effect or hereafter promulgated. The MSBA’s decision to approve the Town’s selection of an OPM, to approve changes in the OPM, or its key personnel, or decline to exercise any of its rights in relation to the selection or performance of the OPM, shall not be construed as a waiver of the MSBA’s right to review, audit, and disallow costs incurred by the Town in relation to OPM services, to withhold reimbursement, or to take any other actions available to the MSBA under the law or under its agreements with the Town.
Page 3
March 6, 2019
Wellesley Owner’s Project Manager Approval Letter

The MSBA shall bear no liability of any kind whatsoever for any claims directly or indirectly occurring out of the MSBA’s approval of the Town’s selection of the OPM, the MSBA’s approval or non-approval of changes in the OPM or its key personnel, the MSBA’s decision to rescind its approval or to direct the removal of an OPM, or any other alleged acts or omissions on the part of the MSBA related to the selection, performance, acts or omissions of the Owner’s Project Manager.

If you have any questions, please do not hesitate to contact me or Jennifer Flynn (Jennifer.Flynn@MassSchoolBuildings.org) at 617-720-4466.

Sincerely,

Mary Pichetti
Director of Capital Planning

Attachments:
Compass Project Management, Inc. Project Team Organizational Chart
OPM System Access Request Form – OPM Report System User

Cc: Legislative Delegation
Blythe C. Robinson, Wellesley Executive Director
Matt Kelley, Chair, Wellesley School Committee
Dr. David F. Lussier, Superintendent, Wellesley Public Schools
Sharon Gray, Chair, Wellesley School Building Committee
Timothy Bonfatti, Owner’s Project Manager, Compass Project Management, Inc.
File: 10.2 Letters (Region 4)
MSBA SYSTEM ACCESS REQUEST FORM
OPM REPORT SYSTEM USER

PLEASE PRINT CLEARLY.

TODAY'S DATE: ________________________________

TITLE: ___________________ PHONE: _____________________________

NAME: __________________________

E-MAIL ADDRESS: ____________________________

ADDRESS: __________________________ CITY: __________________ ZIP: _______

DISTRICT NAME: __________________________

SYSTEM ACCESS REQUESTED:

OPM REPORT SYSTEM

☐ OPM Firm (Update)

☐ OPM Firm (Read Only)

☐ District Staff (Read Only)

SCHOOLS FOR WHICH ACCESS IS REQUESTED (Please List)

________________________________________

________________________________________

I, ____________________________, the Superintendent of Schools or Mayor/Town Administrator for the Town/City/Regional School District of ____________________________, hereby authorize the above-named individual to access and use the MSBA online database as requested above, with the level(s) of access indicated. I understand that, should the above-named individual be granted access to this database, he/she will be solely responsible for access to the database on behalf of the Town/City/Regional School District of ____________________________, using the login ID and password provided by the MSBA.

Signed: ____________________________, Superintendent of Schools/Mayor/Town Administrator

________________________________________

MSBA Use Only

APPROVED BY: ___________________ DATE __________________

COMPLETED BY: ___________________ DATE __________________

Please fax the completed form or email a PDF of the completed form to Katie DeCristofaro at the MSBA. Facsimile: 617-720-5260 or 617-720-8460. Email: Kathryn.DeCristofaro@MassSchoolBuildings.org.
March 7, 2019

Ms. Marjorie Freiman, Chair
Board of Selectmen
Town of Wellesley
525 Washington Street, 3rd Floor
Wellesley, MA 02482

Dear Ms. Freiman:

In furtherance of a letter sent on August 22, 2018, enclosed is a check in the amount of $64,900 representing the Boston Athletic Association’s (B.A.A.) contribution to the Town of Wellesley. These funds are in support of your efforts relative to the upcoming 123rd Boston Marathon to be held on Monday, April 15th.

Additionally, the Boston Athletic Association, through the support of our principal sponsor, John Hancock, continues to underwrite many of the significant expenses of logistical course support to the Marathon communities through planning and cooperation with the Massachusetts Executive office of Public Safety, and other federal, state, and local public safety agencies.

Once again, on behalf of the Boston Athletic Association, we thank you for your valued support and commitment to the B.A.A. and Boston Marathon and wish you every success on Patriots’ Day weekend.

Sincerely,

[Signature]

Thomas S. Grilk
Chief Executive Officer

[Signature]

Jack Fleming
Chief Operating Officer

Encl: a/s

CC: Ms. Stephanie Hawkinson, Communications & Project Manager
August 22, 2018

Ms. Marjorie Freiman, Chair
Board of Selectmen
Town of Wellesley
525 Washington Street, 3rd Floor
Wellesley, MA 02482

Dear Ms. Freiman:

Planning is well underway for the 123rd Boston Marathon on Monday, April 15, 2019. This year’s race promises to be a particularly exciting local, national and international sporting event as 30,000 athletes and many thousands more friends and family from around the world will join us for all the festivities on Patriots’ Day Weekend.

The Boston Athletic Association, through the generous support of our principal sponsor, John Hancock Financial Services, will continue to underwrite the significant expenses of logistical course support to the Marathon communities, through planning and cooperation with the Massachusetts Executive Office of Public Safety and other federal, state, and local public safety agencies.

Additionally, we are especially pleased to inform you that in 2019 we are able to increase our level of support, and contribution to the Town of Wellesley to the amount of $84,900. As agreed in past discussions, it is in the best interest of each community to determine the use and distribution of the B.A.A. contributions. However, it is our continued hope that available funds will be allocated to local youth and community programs whenever possible.

Further, in order to assist with your future planning and to further demonstrate our commitment to you, we are also very happy to inform you that we will commit additional funds in 2020, 2021, and 2022 in the amounts of $66,500, $71,500, and $71,500 respectively. The B.A.A. will celebrate the 125th running of the Boston Marathon in 2021, and as such the contribution will increase accordingly. The B.A.A. is both pleased and proud to commit such an unprecedented and noteworthy level of support to the Town of Wellesley, totaling $274,400 over the next four years.

We anticipate funds will be sent on or around March 1st 2019, similar to past years.

On behalf of all of us at the Boston Athletic Association, thank you again for your support and commitment to the Boston Marathon. We look forward to working with you and to our continued mutual success.

Sincerely,

[Signatures]

Thomas S. Grilk
Chief Executive Officer

Jack Fleming
Chief Operating Officer

CC: Mr. Blythe Robinson, Executive Director
March 8, 2019

Mr. Alan Walker
Building Department
525 Washington Street
Wellesley, MA 02482

RE: BUILDING CODE ENFORCEMENT OFFICIAL CERTIFICATION

Dear Mr. Walker:

This letter is to acknowledge receipt of your New Employee Report Form that was forwarded in announcement of your appointment to the position of Local Inspector for the Town of Wellesley.

The current three-year period will end December 31, 2020. Please keep in mind all those who are certified as a building code enforcement official shall maintain said certification by attaining at least forty-five (45) hours of continuing education credit for each three (3) year period following initial certification.

If you have any questions regarding this matter, please contact me @ 617-826-5224 or kimberly.spencer@Mass.gov.

Very truly yours;

BUILDING OFFICIAL CERTIFICATION COMMITTEE

Kimberly Spencer

Kimberly Spencer
Program Coordinator

cc: Jack Morgan, Chairman
    Michael Grant, Building Commissioner
    Gene Novak, State Building Inspector
March 13, 2019

Board of Selectmen
Town Hall
525 Washington Street
Wellesley, MA 02482

Dear Board of Selectmen:

Please be advised that at the meeting of the Wellesley Retirement Board held Tuesday, February 26, 2019, the Board voted to appoint the Retirement Administrator, Lynn Whynot, as the “Election Officer” for the Wellesley Contributory Retirement System’s upcoming election.

As Election Officer, I will coordinate all election activities. The Wellesley Contributory Retirement System’s members will vote for a Board Member with a term commencing on July 1, 2019 and expiring on June 30, 2022. Current members of the retirement system, both active and retired, are eligible to be candidates.

If you have any questions or concerns regarding the above, please contact me at (781) 489-4238 or lwhynot@wellesleyma.gov.

Sincerely,

Lynn Whynot
Election Officer/Retirement Administrator
Wellesley Retirement Board
Rosemarie Colella  
27 Washington St. #346  
Wellesley, MA 02186  
781-235-1259  
rosemarie233@comcast.net

Jack Morgan, Chair  
Marjorie R. Freiman, Vice Chair  
Elizabeth Sullivan Woods  
Thomas H. Ulfelder  
Lise M. Olney

March 10, 2019

Dear Board Members:

Hoping to make you aware of the hardship among myself and several others. We were told the rent would only go up $30 to $40 a year for us affordable. If that were so, we would still be ok to handle yearly increase. But the rent went up so high each year, we are afraid of the outcome. So we are asking to please not raise the rent more that what we were told.

Thank you,

Sincerely,
Rosemarie Colella