SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
4:00 pm Tuesday, April 9, 2019

1. 4:00 Call to Order – Open Session
2. 4:02 Public Comment
3. 4:05 Executive Director’s Update
   • Approve Minutes
   • Approve Gifts
   • Appoint Historic District Commission Member
4. 4:15 Grant of Location for National Grid Gas Line Extension at Fells Road
5. 4:30 Update from FMD on Town Hall & Town Hall Annex Project
6. 5:00 Request to Sell Affordable Unit at 182 Walnut Street, Unit 2
7. 5:15 Site Eligibility Letter for Proposed 40B at 136 Worcester Street
8. 5:30 Trinity Consent Letter for Tailby and Railroad Lot Project
9. 5:45 Approve Sublease for Wellesley Sports Center
10. 5:55 Discuss Special Town Meeting Articles and Development Agreements
    • Wellesley Office Park
    • Delanson Circle/148 Weston Road
    • Mental Health and Social Services
11. 6:25 New Business and Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date
Monday, April 22, 7:00 pm – Juliani Room
Monday, April 29, 7:00 pm – Juliani Room
3. MOVE to approve the minutes of February 25, 2019 (am), March 11, 2019, and March 18, 2019.

3. MOVE to approve the follow gifts:
   - $1,290 for a bench at Fuller Brook Park from George Pettee
   - $500 for a Red Maple tree from the Sprague Fifth Grade class.
   - $1,000 for the perennials as Central Park from the House & Garden Club


4. MOVE to approve the installation of 240 feet of 4 inch gas main in Fells Road from the existing 8 inch gas main in Russel Road located approximately at 21 Russel Road easterly to the existing 3 inch gas main in Regis Road, conditioned upon the repaving of the full width of Fells Road from curb to curb following installation.

6. MOVE to waive their right of first refusal regarding the resale of the affordable unit, and allow DHCD to assist the town with the resale of the units.

7. MOVE to approve and sign the letter to MassHousing to reject site eligibility for the property located at 136-140 Worcester Street.

8. MOVE to endorse the Consent Letter for Trinity Financial Inc.

9. MOVE to execute the Consent to Sublease Agreement pending signature from Steward Medical Inc.

10. MOVE To execute the Development Agreement for the Wellesley Office Park with John Hancock Life Insurance Company (USA).
TUESDAY, APRIL 9, 2019

Our meeting will begin on Monday at 4:00 pm in the Juliani Room at Town Hall

1. Call to Order – Open Session
3. Executive Director’s Update

Minutes

There are three sets of minutes for the Board’s consideration from February 25, 2019 (am), March 11, 2019 and March 18, 2019.

MOVE to approve the minutes of February 25, 2019 (am), March 11, 2019, and March 18, 2019.
Approved:

Board of Selectmen Meeting: February 25, 2019 (AM)
Present: Gibbs, Freiman, Sullivan Woods, Ulfelder, Morgan
Also Present: Tom Harrington, Town Counsel

Warrants approved: None
Minutes approved: None

Meeting Documents:
   1. Agenda

1. Call to Order – Open Session

Mr. Morgan, Chair, called the meeting to order at 7:30 am

2. Executive Session under M.G.L. c. 30A, §21(A), exemption #2 to discuss strategy with respect to contract negotiations with nonunion personnel (Blythe Robinson, Executive Director)

Mr. Morgan, Chair declared that an open meeting would have a detrimental effect on the bargaining position of the Board. Upon a motion by Ms. Gibbs and seconded by Ms. Freiman, the Board voted all aye (Sullivan Woods Aye; Ulfelder, Aye; Gibbs, Aye; Freiman, Aye; Morgan, Aye) to enter into Executive Session under M.G.L. c 30A, §21A, Purpose #3 to discuss strategy with respect to contract negotiations with nonunion personnel (Blythe Robinson, Executive Director). Further, to close the executive session for the purpose of adjourning the meeting.

3. Adjournment

The meeting was adjourned at 8:40 am.
Approved:

Board of Selectmen Meeting: March 11, 2019
Present: Freiman, Sullivan Woods, Ulfelder, Morgan, Olney
Also Present: Meagher

Warrants approved: 2019-034 $3,702,089.02
2019-035 $4,415,466.52

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Draft Proclamation – Mason Klinck
5. 2019 Town Wide Financial Plan
6. Summary of Sources and Uses for TWFP
7. Sources and Uses Detail
8. ATM Article 8
9. Memo re: Polaris Circle Street Acceptance Plan
10. Polaris Circle Plans
11. Memo re: Drainage Easement Relocation at 37 Ravine Road
12. Abandonment of Existing Drainage Easement and Grant of Drainage Easement
13. 37 Ravine Road Plan
14. Draft STM Calendar
15. Correspondence re: DPW Gift
16. Correspondence re: DPW Gift
18. Babson One Day Special License Request – 3/29/19
19. Babson One Day Special License Request – 4/5/19
20. Memo from Marc Waldman
21. Correspondence from MassDot re: Chapter 90 Funds
22. Correspondence to MassHousing from Hill Law
23. Correspondence to Wellesley College
24. Correspondence to Babson College
25. Memo re: Cybersecurity
26. Obituary – Marie Connolly

1. **Call to Order**

Mr. Morgan, Chair, called the meeting to order at 7:03 pm

Mr. Morgan announced the meeting was being telecast live on Comcast channel 8 and Verizon channel 40 and streamed live by Wellesley Media and is recorded for subsequent viewing on the cable channels or at wellesleymedia.org.

2. **Welcome new member and Announcements**
Mr. Morgan congratulated all candidates that ran for various Town offices and welcomed all newly elected Town Meeting Members and others that ran successful campaigns. He welcomed Ms. Lise Olney to the Board.

3. **Public Comment**

None.

4. **Execute Proclamation – Eagle Scout Candidate**

Mr. Ulfelder provided review the background information regarding the Eagle Scout project Mr. Klinck had been working on. He read the Boards proclamation congratulating Mason on his accomplishment.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to execute a proclamation recognizing Mason Klinck attaining the rank of Eagle Scout.

5. **Consider Advisory Committee feedback on FY20 Budget as submitted**

Mr. Morgan discussed the feedback the Board received regarding the Budget from the Advisory Committee at their meeting on March 2nd. He noted that Advisory had taken supportive and unsupportive votes on particular budget items that had been over guideline reviewed several of the votes taken by Advisory with respect to Article 8. He stated that Advisory had voted 10-3 unsupportive of the Health Department budget regarding the mental health and social services expenses, particularly the addition of a new position of Sr. Licensed Social Worker. He stated the major issue for the unfavorable position is that Advisory felt that the proposal had not been a satisfactorily analyzed and planned.

The Board discussed the social services position and the funding added to Article 8 given the unsupportive vote from Advisory. The Board reviewed the timing of the update and Board discussions regarding the position and the lack of information available to Advisory prior to its meeting.

Ms. Sullivan Woods stated that she understood Advisory’s concerns given the lack of advanced notice and stated that the working group had been assembled and preparing the proposal for over a year. She stated the Health Department had been drafting a job description which would address concerns related to the priorities of the position and its reporting structure. She stated that as part of the working group process all stakeholders had agreed that the Town was not servicing mental health emergencies adequately and further described the reasoning behind the funding request. She noted that part of the proposal was the Wellesley/Weston Police contract for shared services and stated that Weston will move forward with or without Wellesley.

Ms. Freiman stated that she had met with Chief Pilecki and Deputy Chief Whittemore regarding the partnership for shared services with Weston. She noted that the police department would like to be able to do more to service mental health issues and is committed to the issue. She added that the report was received late by the Board and that the Advisory vote was important when considering what the Board should bring before Town Meeting.

Mr. Ulfelder stated he was supportive of the shared services between Wellesley and Weston police departments but did not believe the Board or town should move forward with the Sr. Social Worker position given the lack of time to prepare prior to Town Meeting. The Board continued to deliberate the funding increase for mental health and social services and the comments received from Advisory. Ms. Freiman stated she remained supportive of the funding but did not feel comfortable bringing it before Town Meeting.
without further discussions with Advisory. Mr. Morgan stated that the funding request could be added to the warrant for Special Town Meeting in May to provide additional time for the Board to have discussions and prepare its presentation.

Mr. Morgan stated that he had been unhappy with the school budget discussions and that the Board and the School Committee had not reach an agreement prior to the vote by Advisory. He stated Advisory had been clear in favor of a school budget at 3.5%. He added that he was concerned about the steady increases of the schools’ budget while shifting resources from other Town departments. The Board continued to support a leaner school budget. Ms. Freiman stated that the school budget had continued to increase even while enrollment decreased and would prefer to see the school department put forward a budget that is more aligned with other departmental requests. The Board discussed requesting the School Committee to reduce the budget request to 3.5%. Ms. Freiman stated her agreement in removing the funding for the mental health and social services from Annual Town Meeting only if the proposal would be added to Special Town Meeting in May. Mr. Morgan asked staff to update the budget information.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (4-1; Sullivan Woods opposed) that the proposal for mental health services for $160,000 be removed from the Board of Selectmen budget for the annual town meeting.

6. **Execute Street Acceptance Plan – Polaris Circle**

Mr. Morgan stated the street acceptance plan had been voted on by the Planning Board and accepted at its meeting on March 7th. Mr. Ulfelder stated that the subdivision was newly built and the Town did not need to take land in order to widen street or add drainage. The Board discussed the street acceptance plan.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to approve the Polaris Circle Street Acceptance Plan as approved by the Planning Board at its meeting on March 7, 2019.

7. **Approve Drainage Easement – Ravine Road**

Mr. Morgan reviewed the proposed easement. He stated that typically the Board was not required to provide approval for drainage easements. He noted the DPW Board had met previously and approved the easement.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to approve the Abandonment of existing drainage easement and grant of drainage easement at 37 Ravine Road as approved by the Board of Public Works.

8. **Set Special Town Meeting Date**

Mr. Morgan reviewed the process of having a Special Town Meeting and reviewed discussions the Town had with John Hancock regarding the redevelopment of the Wellesley Office Park. He stated the Town stood to gain from working with John Hancock and the first phase of the redevelopment would result in a total of 350 rental units that would qualify toward the subsidized housing index and take the Town into a safe harbor protection from 40B developments. He also noted there would be incentive payments from the state for the 40R development. He reviewed additional benefits for the Town with the proposed project. He noted a Special Town Meeting would be necessary as the project would not be ready for presentation at Annual Town Meeting. He stated that both the 148 Weston Road and Delanson Circle would be included
on the warrant as the Town was working to a favorable resolution with the developers and those projects.

He stated that after working with Advisory a date of May 13th was agreed upon for a Special Town Meeting.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to set Monday, May 13, 2019 as the date for a Special Town Meeting.

9. **Gift Acceptance**

Mr. Morgan reviewed the gifts for acceptance.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to accept a gift in the amount of $1,290.00 from Elizabeth Ryan for a memorial bench to be installed in Boulder Brook Reservation.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to accept a gift in the amount of $635.50 from The Rotary Club of Wellesley to be used for 500 tree seedlings for the Annual Arbor Day Program.


Ms. Sullivan Woods reviewed the need for the approval of the charter and policy. She noted the changes had been approved by the NRC, School Committee, and Recreation Department. She reviewed the overall changes and updates to the charter and policy. The Board discussed the charter and policy changes and made suggestions for future edits.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to approve the revisions to the Playing Fields Task Force Charter and Playing Fields Policy.

11. **Approve One Day Special Licenses – Babson College**

Mr. Morgan reviewed the two special license requests for approval.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to approve a one-day special license to Babson College on March 29, 2019 in Olin Hall, Markey Commons & Knight Auditorium for its Sustainability Conference Event.

Upon a motion by Ms. Olney and seconded by Ms. Freiman, the Board voted (5-0) to approve the one-day special license to Babson College on April 5, 2019 in Park Manor West FME Workshop for its Latin Entrepreneurship Forum event.

12. **Elect Secretary**

Mr. Morgan reviewed the role of the Secretary for the Board and noted the necessity of electing a member to serve in the role. Ms. Sullivan Woods and Mr. Ulfelder both expressed interest in serving as Board Secretary. The Board agreed to deliberate further and come to a unanimous decision at a future meeting.
13. **New Business and Correspondence**

Mr. Morgan stated that the next Board meeting would be held on March 18th in the Juliani room at Town Hall.

The meeting was adjourned at 8:38pm.
Approved:

Board of Selectmen Meeting: March 18, 2019
Present: Freiman, Sullivan Woods, Ulfelder, Morgan, Olney
Also Present: Jop

Warrants approved: 2019-036 $3,147,457.52

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Memo from Assistant Chief Peterson re: appointments
5. Email from Parking Clerk re: appointment
6. Draft Presentation from SMMA re: Cameron Street Parking Lot Proposal
7. Correspondence from counsel
8. Draft Wellesley Office Park Development Agreement
9. Draft Delanson Circle Development Agreement
10. Comments from Dan Hill re: Draft Delanson Circle Agreement
11. Draft 148 Weston Road Development Agreement
12. Communications regarding ATM Article 26
13. Memo regarding Winter Maintenance Supplemental Request
14. Correspondence from Stanley Brooks re: Tailby Lot
15. Correspondence from Secretary of State
16. Correspondence from MSBA
17. Correspondence from BAA re: Marathon Contribution
18. Correspondence from MA Division of Professional Licensure re: Alan Walker
19. Correspondence from Retirement Board
20. Correspondence from Rosemarie Colella

1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 6:32pm

Mr. Morgan announced the meeting was being telecast live on Comcast channel 8 and Verizon channel 40 and streamed live by Wellesley Media and is recorded for subsequent viewing on the cable channels or at wellesleymedia.org.

2. Announcements

Mr. Morgan recognized the response by Wellesley and the Metrowest community and its response to the tragedy in New Zealand, organized by The World Wellesley. He asked for a moment of silence to honor those killed in the attacks in Christchurch, New Zealand.

Mr. Morgan welcomed Meghan Jop as the new Executive Director for the Town.

3. Public Comment
4. **Appointments**

Chief Delorie, Deputy Chief Peterson, Todd Grabau and John Ryder, joined the Board.

Chief Delorie introduced the two candidates for appointments. Assistant Chief Peterson reviewed the process of selection and the background of the two candidates. He noted that the appointment is conditional upon successful completion of a firefighting academy training and a one-year probation period. He asked the Board to reaffirm his selection decision to and offer permanent appointment to the candidates.

The Board asked questions of the candidates regarding their backgrounds.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint Todd Grabau effective March 18, and John Ryder effective March 18, 2019 to the position of firefighter to the Town of Wellesley subject to the successful completion of a firefighting academy and a one-year probation.

Ms. Jop reviewed the appointment request received by the parking clerk to appoint a new parking attendant to fill a vacancy.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint Richard Dam as parking attendant to June 30, 2019.

5. **Discuss Cameron St. Parking Lot Plans**

Kevin Kennedy of FMD, Jeff D’Amico of Compass Project Management, Alex Pitkin of SMMA joined the Board. Mr. Kennedy provided a brief introduction of the Hunnewell management team. He stated the presentation would focus only on the Cameron Street Parking Lot rather than the Hunnewell School project.

Mr. Pitkin reviewed several ideas the group had for the Cameron St. parking lot. He noted that the Hunnewell project site planning had stimulated additional conversations regarding traffic and pedestrian safety and limiting impacts on the Library parking lot. He reviewed the overall building constraints and considerations of the Hunnewell site. He stated that the larger Hunnewell School would increase the need for parking but the project would reduce existing parking spaces. He reviewed the concept for the proposed revisions to the Cameron Street parking lot. The proposal included suppressed parking and creating a solar parking deck. He noted that suppressed parking allows for building in the same concept as the library. Mr. Pitkin reviewed the designs for parking decks and parking lot options. Mr. D’Amico reviewed a preliminary scheduled produced for the project as a standalone project rather than as part of the Hunnewell School project. Ms. Jop reviewed zoning bylaws and permitting process that would impact the proposed parking lot project as a standalone project. The Board discussed the proposal and discussed the option of separating it from the Hunnewell School project.

The Board made inquiries regarding the timing of the study and design funding requests. Mr. Pitkin stated the cost estimates were in process. The Board continued to discuss the project.

Ms. Lanza from the Library Trustees joined the Board. She stated that the Trustees are interested in the project as parking at the Library is challenging. She noted the library would like to have spots reserved for library patrons in the parking design. She stated she would like additional information regarding traffic
flow. Ms. Freiman asked if the Library Trustees could provide parking study and peak time information to the project team and the Board for further discussions.

6. **Discuss Development Agreement – Wellesley Office Park**

Mr. Harrington, Town Counsel and Mr. Heep of Miyares and Harrington, joined the Board.

Ms. Freiman recused herself from the Wellesley Office Park discussion.

Mr. Harrington provided an overview of the most recent discussions and drafting of both the 40R Bylaw and the Development Agreement. He noted that Ms. Jop would require additional time to review both and provide input. He stated she would need additional information from his office before she can become involved in negotiations with John Hancock.

Mr. Morgan asked Town Counsel to continue updating the draft and come before the Board with additional information within the next few meetings. The Board discussed the timeframe for information and documents to be reviewed in order to prepare for special town meeting.

Ms. Johnson, Planning Board Chair, joined the Board. She stated that the Planning Board would hold a public hearing regarding zoning for the articles for Special Town Meeting and advised the Board of the time required to post and prepare reports prior to special town meeting.

Mr. Harrington reviewed several of the changes in the latest draft of the agreement.

7. **Discuss Development Agreement – Delanson Circle/148 Weston Road**

Ms. Freiman rejoined the Board.

Mr. Harrington provided a brief overview of the agreements and zoning changes. He noted the agreements would benefit from Ms. Jop’s input regarding both zoning and permitting. He stated the neighborhood group was continuing to work with the developer separately and had almost come to terms regarding the Delanson Circle project. He stated the Town’s agreement would incorporate the neighborhoods plan as applicable. He stated the developer had expanded its project for 148 Weston Road with the addition of the parcel at 140 Weston Road and suggested the developer present the updated proposal to the Board before the agreement is finalized.

The Board agreed to wait for the neighborhood agreement with the developer to be complete before continuing reviewing the updated Delanson Circle agreement. Mr. Harrington stated that the neighborhood agreement would be separate from the Town agreement and would not be enforceable by the Town. He noted that the Board could incorporate language to mirror the neighborhood agreement if they chose.

Mr. Sheen and Mr. Brown, developers for Delanson Circle and Weston Road, joined the Board. Mr. Sheen stated that the Delanson agreement with the neighbors is close to finalization and the plans last submitted to the Board had not changed. He noted that when the team last came before the Board they presented a plan for 148 Weston Road that proposed the option of including 140 Weston Road into the plan. He stated that the plan had changed to include the back portion of the 140 parcel. Mr. Brown reviewed the updated plan for the 148 Weston Road development project.

The Board discussed the updated plan for 148 Weston Road that incorporated the additional parcel. Mr. Morgan stated that the Special Town Meeting would be moving forward on May 13th, but if any of the
agreements are not completed in time, individual agreements would be removed and would be taken up at a fall STM.

8. Discuss and Vote on ATM articles

Mr. Morgan stated that draft motions had been sent to Town Meeting Members however several motions to articles had not been finalized. Ms. Jop reviewed the latest version of the motions that had not been sent out, including motions for articles 7, 8, and 26. Mr. Morgan provided additional details regarding the drafted motions.

Mr. Bunger, Sustainable Energy Committee member, joined the Board. He stated that the Committee was supportive of the motion proposed for Article 26 and the use of the Uber/Lyft funds.

The Board discussed the proposed motions.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the recommendation of the Department of Public Works to request and additional $150,000.00 for Town Meeting approval for the removal of snow and ice.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve Article 7, Motions 1 and 2 for Annual Town Meeting.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve Article 8, Motions 2 and 3 for Annual Town Meeting.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve Article 26, Motion 1 for Annual Town Meeting.

9. Discuss Funding for New Fire Truck

Mr. Morgan stated that one of the articles for Annual Town Meeting is for the Town to acquire a new fire truck to replace an old truck that is nearing end of its life-use. He added the residential colleges, Wellesley and Babson, had historically made contributions to the cost of such equipment. He noted the fire department makes hundreds of trips per year to each college and Chief Delorie and Ms. Robinson had each sent letters to the colleges requesting contributions. Ms. Jop agreed to follow up with the schools regarding the requests.

The Board discussed the request to the schools regarding the funding of the new fire truck.

10. Open Warrant for Special Town Meeting

Mr. Morgan reviewed the calendar for the Special Town Meeting. Ms. Freiman added that the Board hoped to have a one night Special Town Meeting, however, the following night should be held for a possible second evening.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to call a Special Town Meeting and set the following dates, open the warrant March 18, 2019, close the warrant Friday, March 29, 2019 at 5pm, motions due to the Selectmen’s Office Friday April 26, 2019 at 5pm, start of Special Town Meeting Monday, May 13, 2019 at 7pm at the Wellesley Middle School.
11. **New Business and Correspondence**

Mr. Morgan stated Ms. Jop would be appointed to the School Building Committee.

Upon a Motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint Meghan C. Jop to the School Building Committee to replace Blythe C. Robinson.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint as Records Access Officer to replace Blythe C. Robinson.

Next meeting Monday March 25, at 6pm at the Middle School Library before Annual Town Meeting.

The meeting was adjourned at 8:46 pm.
Approve Gifts

The DPW has received three gifts for acceptance. The first is a bench to be installed in Fuller Brook Park and is a donation amount of $1,290 from George Pettee in memory of his wife. The second donation is a $500 donation from the Sprague PTO Fifth Grade Class to plant a Red Maple tree near the entrance of Sprague School. The third donation is for $1,000 from the House & Garden Club to be used for native perennials at Central Park.

MOVE to approve the follow gifts:

- $1,290 for a bench at Fuller Brook Park from George Pettee
- $500 for a Red Maple tree from the Sprague Fifth Grade class.
- $1,000 for the perennials as Central Park from the House & Garden Club
Hi Cay,

We have had three generous donations made through the Park & Tree Division. The first is from George Pettee for a bench and plaque in memory of his wife. The bench will be installed in Fuller Brook Park and his donation is for $1,290.00.

The second is from the Sprague PTO for $500.00 from the Fifth Grade class. This spring we will plant a Red Maple tree near the entrance of Sprague School.

The most recent donation of $1,000.00 came through the House & Garden Club of Wellesley to be used for native perennials at Central Park. The money came through the club as a grant from the National Garden Clubs organization. The Park Division and the garden club members will complete the planting this spring.

Take care,
Cricket

Cricket Vlass, Landscape Planner
Town of Wellesley
Department of Public Works
Park & Highway Division
30 Municipal Way
Wellesley Hills, MA 02481
Tel: (781) 235-7600 X3332
Fax: (781) 431-7569
E-mail: cvlass@wellesleyma.gov
Town Website: http://www.wellesleyma.gov/

I am in the office on Mondays, Tuesdays and Thursdays.

When responding please be advised that the Town of Wellesley and the office of the Secretary of State has determined that email could be considered a public record.
Appoint Historic District Commission Member

The Historic District Commission has a vacancy. The HDC advertised the positions and received two interested candidates. The Commission interviewed one candidate, and offered an interview to the second candidate at their meeting on April 4, 2019. The second candidate has withdrawn his interest.

The WHDC recommends the Board appoint Thomas Paine as its new member until June 30, 2020.

MEMORANDUM
Town of Wellesley - Planning Department

To: Board of Selectmen
From: Claudia Zarazua, Planner
Date: March 14, 2019
Re: Appointment of Thomas M. Paine to Historic District Commission Regular Member

Pursuant to the Town of Wellesley Bylaws, Article 18, “The Town shall have an Historic District Commission consisting of seven residents of the Town, appointed by the Board of Selectmen...”.

The Historic District Commission (“the Commission”) kindly requests that the Board of Selectmen appoint Mr. Thomas M. Paine, a resident and landscape architect, to the Historic District Commission as a Regular Member. Mr. Paine will be serving the remainder of a term until June 30, 2020.

The Commission interviewed Mr. Paine and discussed his qualifications at a regularly scheduled meeting on March 6, 2019. At the March 13, 2019 meeting, the Board voted (6-0) to recommend the Board of Selectmen appoint Mr. Paine as a Regular Member to the Historic District Commission.

Mr. Paine has a complimentary background to others on the commission as a landscape architect with experience in adopting and applying policy on a consistent basis. He is skilled at reading building plans and historically appropriate building materials. He has an interest in site preservation and has lived in Wellesley for many years. He will be helpful in conducting the study on the proposed Belvedere Estates district and reviewing the historic guidelines project currently being compiled.

A second applicant, Tom Keenan, was invited for an interview but ultimately withdrew his application.

The Commission requests your vote on this appointment.
Thomas M. Paine is founder of Boston INSPiRES, a consultancy focusing on the intersection of local history and historic preservation and public space design. His forthcoming book America’s DNA: How one family helped advance a nation and its ideals over three centuries offers a fresh take on Massachusetts’ extraordinary legacy of courage and innovation. Tom is involved with private philanthropic organizations promoting the preservation of cultural resources. An Overseer of the Massachusetts Historical Society, Tom also serves on the boards of the Colonial Society of Massachusetts, Longfellow House-Washington’s Headquarters National Historic Site, the Robert Treat Paine Historical Trust, and Wellesley Historical Society. A Boston area native, Tom is an amateur authority on the Boston area’s astonishing legacy of firsts spanning many fields of human endeavor.

Tom practiced landscape architecture for four decades, and continues to focus on special projects that advance environmental and community sustainability. He was most recently a principal at AGER, a Shanghai-based design firm, and opened its office in Boston in 2008. He is the author of Cities with Heart (Beijing, 2015), a compendium of best practices for planning, designing and managing public open space in rapidly urbanizing cities. In 2014 he co-organized a delegation from Massachusetts to Guangzhou to celebrate the 230th anniversary of the first direct American-Chinese contact. He has appeared on Chinese television in the CCTV series Maritime Silk Road. He has spoken in South Africa about landscapes of healing and reconciliation. His next book project is the Greenspace Imperative.

Tom received a BA in Architectural Sciences from Harvard College, Masters in Landscape Architecture from the Harvard Graduate School of Design, and MBA from the Darden School of Business at the University of Virginia.
THOMAS M. PAINE MLA MBA
tmpaine@gmail.com, cell 339-222-8580

2016-present  Founder, Boston NSP!RES. Launching a multimedia presence including consultancy that celebrates local backstories in public space and on the media, inspired by Boston’s four centuries of global innovation across all fields of endeavor. Volunteered to help save threatened Prouty Garden, Boston Children's Hospital. Two book projects focus on history and greenspace respectively. Media projects include significant participation in documentary Maritime Silk Road (China Central Television, 2016)

2008-2015  Vice President and Principal, AGER Group, Inc., a 125-person landscape architecture, architecture, planning, and site/civil engineering firm with offices in Shanghai, Beijing and Boston. Led the launch of the first international office for AGER from business plan to site selection to hiring to launch. Responsible for budget, marketing, and company-wide research sustainable design and urban park design. Provided concept and schematic design for large-scale residential and commercial projects in Shanghai, Suzhou, Fuzhou, Chengdu. Provided economic analysis in office’s winning entry in Kaohsiung Railscape Corridor Urban Design Competition (First Prize). Co-organized Boston trade and cultural delegation to Guangzhou, 2014

2007  Director of Design, AGER Environmental Design, Shanghai, Beijing and Boston, a 70-person Chinese landscape architecture-centered multidisciplinary design firm. Reviewed conceptual design for 26 residential and commercial development projects and 4 master plans mostly for Vanke, Greentown, other leading developers, and 24 proposals for large-scale projects. Met with existing and potential clients in Dalian, Urumqi, Kunming, Haikou, Changsha, and Lijiang as well as Beijing and the Shanghai-Hangzhou-Suzhou-Nanjing region. Led sustainable design initiatives, participated in 4 real estate and design conferences, 3 as a speaker, 2 as only Western speaker in Hong Kong, Shanghai and Beijing.


2001-2004  Senior Associate, Saratoga Associates, Landscape Architects, Architects, Planners and Civil Engineers, Saratoga Springs, New York City, and Boston. Manager of Boston Office with budget responsibilities, staff hires, progress reviews. Firm-wide marketing responsibilities included coordinating three firm offices, writing content for web site and project sheets. Project Manager for planning and construction projects for clients including National Park Service, Massachusetts Division of Capital Asset Management, Department of Conservation and Recreation, the Boston Museum Project and The Trust for Public Land. Project Manager for site master plan for Massachusetts Firefighting Academy, Massachusetts Department of Fire Services, Stow, MA. and for Lorusso Applied Technology Center, Cape Cod Community College, first Massachusetts public facility awarded LEED Gold Certification.
1991-2000  Founder, **Jubilee Partners**, Wellesley Hills MA, providing real estate, land use planning, and landscape architectural services to corporate and institutional clients, environmental organizations, and public agencies. Projects included Litchfield (CT) Treescape Plan; Stonehurst (Olmsted) landscape restoration, Waltham, MA; **Yo-Yo Ma’s** proposed Music Garden for City Hall Plaza, Boston MA; Willow Pond Knoll, Mount Auburn Cemetery, Cambridge MA; Sudbury Valley Trustees Greenways landscape preservation project, Wayland MA; Brookgreen Gardens (SC) sculpture garden; **Fidelity Chinese Arts Exhibit** at Boston Museum of Fine Arts; and numerous private gardens.

1985-1990  As Partner and Marketing Director of **Nash Development**, Woodbridge VA, managed 350,000 square feet of joint-venture and build-to-suit projects, land use analysis, site design, and leasing for commercial real estate. As consultant with **Land Design/Research**, Columbia MD, provided market analysis of office, retail, hotel and housing sectors using custom market analysis software. Negotiated and consulted with developers, owners, brokers, and tenants, for **Studley** (commercial real estate brokers), Washington DC.

1983-1984  As solo consultant, provided international tourism marketing plan to the **Tourism Bureau, Taiwan**. Provided **World Bank**, Washington DC with software for financial analysis of housing financial intermediaries.

1977-1983  As Project Manager at **Roy Mann Associates, Inc.**, Landscape Architects and Planners, Boston MA, and Vision, Inc. (later **Townscape Institute**), Cambridge, MA, provided innovative waterfront plan for Naval Bases at Philadelphia PA and Kittery ME and innovative guidelines for New England Greens and Commons. Independently produced the **Charles River Corridor Plan** for the **Charles River Watershed Association** to protect the riverfront in 23 communities, Long Hill Master Plan for the **Trustees of Reservations**. Awards for design, Spectacle Island National Design Competition and for civic achievement from Federated Garden Clubs of Connecticut.

1976-1977  For the **Tourism Bureau, Taiwan**, designed hotel sites, reviewed developer proposals in Penghu, Lanyu, Yehliu, Taipingshan, Kenting, Maopitou, Chitou Forest, Coral Lake, Shihmen Reservoir. Introduced Taiwan's first community development strategy linking tourism, industry, and historic preservation in Lukang. Revised plans at Five Concubines Temple, Great South Gate, Koxinga Landing Place in Tainan. Consulted with **Taiwan Freeway Bureau** on design for rest areas at Jen Te, Hsin Yin, Tai An. Awarded citation for “signal services rendered” to Tourism Bureau.

1972-1976  As Project Landscape Architect for **Shurcliff Merrill & Footit**, Boston, provided site planning and campus design services including design of part of Prouty Garden at Boston Children’s Hospital and Paul Revere Mall. Worked with **Metropolitan District Commission** and **Boston and Brookline Conservation Commissions** on urban open space in excess of 500 hectares. As landscape architect in **City Engineer’s Department, Oxford, England** produced master plan for redevelopment of Grandpont district within Thames River corridor.
EDUCATION

Masters of Business Administration
Darden School, University of Virginia, 1985
Shermet Award (academic excellence).

Masters in Landscape Architecture
Harvard University Graduate School of Design, 1974
Cummings Scholarship (academic excellence).

Bachelor of Arts, magna cum laude in Architectural Sciences
Harvard College, 1970
Harvard College Scholarship (academic excellence).

LICENSE

Registered Landscape Architect, Massachusetts, No. 594

AFFILIATIONS

American Society of Landscape Architects
Washington, DC. Member (1978-2017)

Boston Athenaeum (historic library and art collection)
Proprietor (1977-present)

Colonial Society of Massachusetts (promotes and publishes historical research)
Member (1992-present), Council (2014-2018)

Hubbard Educational Trust (landscape architecture foundation)

Longfellow House-Washington’s Headquarters National Historic Site
Board member of Friends and Clerk (2016-present)

Massachusetts Historical Society
Overseer (2012-present), Fellow of the Library (1980-present)

Mater Amoris Montessori School Parents Assn.
Washington D.C., Board Member (1989-1990)

National Museum of Health and Medicine, Washington, D.C.
Blue Ribbon Panel Charter Member (1986-90)

National Association for Olmsted Parks
Advisory Committee (1980-83)

National Children's Choir, Washington D.C.
Board President (1987-89)

Robert Treat Paine Historical Trust (Olmsted landscape)

The Trustees of Reservations, Beverly, MA.
Member and former Trustee (1976-present)

Wellesley Design Review Board, Wellesley, MA
Landscape Architect member (2000-2004)

Wellesley Historical Society
Board Member (2018-present)

PERSONAL

SELECTED PUBLISHED WRITINGS OF THOMAS M. PAINE

_Cities with Heart_ (Beijing: China Architecture and Building Press, 2015). Bilingual manual of urban open space best practices


_Historic Parkway Preservation Treatment Guidelines_, Massachusetts Department of Conservation and Recreation, 2006. Principal author/editor and project manager.


tom-paine.com/plete garden design merges text, images and design (http://www.tom-paine.com/), 2000


*Olmsted's Park System as Vehicle for Boston* (Cambridge, Massachusetts: Harvard University, Graduate School of Design, Department of Landscape Architecture, 1973). Co-author.
Hi Lynda,

Do you also keep track of these letters of interest? Forwarding it in case.

Thanks,

Stephanie

Stephanie Hawkinson
Communications & Project Manager
Town of Wellesley
525 Washington Street
781-431-1019 x2207
shawkinson@wellesleyma.gov

---

Dear Selectman,

It has come to my attention from Mary Sandman and Catherine Johnson that there is an opening on the Wellesley Historic District Commission. I live at 27 Livermore Road, an address inside the newly proposed historic district. I have been on several public company boards, several private company boards, and have a long career of investing in real estate, developing real estate, and in investing in general. I held a construction supervisors license for more than a decade and am quite familiar with the state and local codes and the process of construction having built many homes over the years.

I am in semi-retirement currently, having sold all my rental property in Boston. It is a good time personally for me to serve on the commission and I think I'm an excellent fit for the needs of
the WHDC.

My linkedin profile can be seen at: www.linkedin.com/in/tom-keenan-051b952b

I can be reached at this email or via telephone (617 710 0309) should you want to discuss.

Thanks again.

Tom Keenan
4. Grant of Location for National Grid at Fells Road

Following the Board’s review of this application on March 25, 2019, I reached out to the developer as well as National Grid for further explanation on the need to extend the gas main along Fells Road. The Developer, Brian Devellis forwarded along an email from Ed Corrigan noting the reason why Fells Road was selected. This is not a detailed analysis, but essentially it states that Fells Road is the only alternative. It is anticipated that a National Grid representative will be attending the meeting. Additionally, Town Counsel was asked to review whether the Town could require the leaks in the immediate area to be resolved as part of the grant of location and his opinion is that the Town cannot condition as part of the Grant of Location the fixing of the gas leaks. Please find Town Counsel’s opinion.

MOVE to approve the installation of 240 feet of 4 inch gas main in Fells Road from the existing 8 inch gas main in Russel Road located approximately at 21 Russel Road easterly to the existing 3 inch gas main in Regis Road, conditioned upon the repaving of the full width of Fells Road from curb to curb following installation.
PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

Town of Wellesley / Board of Selectmen:

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the Town of Wellesley and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximate 240 feet more of less of 4 inch gas main in Fells Rd., Wellesley. From the existing 8 inch gas main near house #21 Russell Rd. easterly to the existing 3 inch gas main in Regis Rd. For a system reinforcement.

Date: February 22, 2019

By: Barbara H. Kelleher
Barbara H. Kelleher
Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the Town of Wellesley substantially as described in the petition date February 22, 2019 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the Town of Wellesley applicable to the enjoyment of said locations and rights.

Date this _________________ day of ____________________, 20__.

I hereby certify that the foregoing order was duly adopted by the ______________________ of the Town of _____________________, MA on the ____ day of ____________________, 20__.

By: ______________________

______________________________
Title

WO# 1234960

RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS
Cay,

This is acceptable to us, in fact we understand from National Grid that it is critical to improving their network in the wider area, including the pending connection for the large volume use anticipated at 900 Worcester Street. We note that the street was recently repaved (2016) and so the street opening permit will require that they repave the full width of the street.

Dave

From: Meagher, Cathryn
Sent: Tuesday, February 26, 2019 11:53 AM
To: Hickey, David <dhickey@wellesleyma.gov>; Cohen, David <dcohen@wellesleyma.gov>; Healy, Debra J. <dhealy@wellesleyma.gov>; Joyce, Dick <djoyce@wellesleyma.gov>
Subject: National Grid Petition: 21 Russell Road

Hello

I’ve received the attached petition for a grant of location from National Grid. Could you please let me know if you think this is acceptable to approve?

Also, if I should be sending this to someone else, please let me know – this is my first one.

Thanks,
Cay

Cathryn Meagher
Executive Assistant
Town of Wellesley
525 Washington Street
Wellesley, MA 02482
(781) 431-1019 ext: 2219
Hi Cay,

No issues with the MLP.

Dick

---

From: Meagher, Cathryn  
Sent: Tuesday, February 26, 2019 11:53 AM  
To: Hickey, David <dhickey@wellesleyma.gov>; Cohen, David <dcohen@wellesleyma.gov>; Healy, Debra J. <dhealy@wellesleyma.gov>; Joyce, Dick <djoyce@wellesleyma.gov>  
Subject: National Grid Petition: 21 Russell Road

Hello
I've received the attached petition for a grant of location from National Grid. Could you please let me know if you think this is acceptable to approve?

Also, if I should be sending this to someone else, please let me know – this is my first one.

Thanks,
Cay

Cathryn Meagher  
Executive Assistant  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482  
(781) 431-1019 ext: 2219

---

From: SEL: Konica Minolta c658  
Sent: Tuesday, February 26, 2019 11:43 AM  
To: Meagher, Cathryn <cmeagher@wellesleyma.gov>  
Subject: Message from KM_C658
Meghan,
Thanks again for coming out to visit yesterday ... much appreciated. Attached and below please see Paul Griffin correspondence.
Also, love to close loop on:
1. Steward lease consent, 
2. St. James water connection removal,
3. TCO meeting with staff
Best,
Brian

From: Paul Griffin <paul@cms-ma.com>
Sent: Saturday, March 30, 2019 9:18 AM
To: Brian DeVellis <brian@devellis.net>
Subject: FW: 900 Worcester St - Wellesley / Fells Rd

Brian, can you forward this to Meghan and ask her if she needs anything else?

Paul V. Griffin Jr
Project Manager
Construction Monitoring Services Inc.
270 Main Street
Marlborough, MA 01752
Paul@cms-ma.com

From: Corrigan, Edward J. <Edward.Corrigan@nationalgrid.com>
Sent: Friday, March 29, 2019 12:45 PM
To: Paul Griffin <paul@cms-ma.com>
Cc: Daryl Carter <dcarter@Dacon1.com>
Subject: 900 Worcester St - Wellesley / Fells Rd

Paul,

Please see attached Grant Drawing showing scope of Reinforcement: Install approximately 240 FT of 4in PL 2psig main in Fells Rd extending from the 6in CS 2psig main at Regis Rd to the 8in CI 2psig main at Russell Rd.

The reinforcement is needed to maintain pressure & gas supply in this area with the added load of the arena. The Engineers review added load and add to the model – The system as is cannot support the added load for the arena. In these cases, the Engineer will look to see if there are any areas that affect this specific area that can be reinforced. This option on Fells Rd was the only viable option – connecting the mains on Regis Rd and Russell Rd will create a back feed and will keep pressure where it needs to be to service the area with the Arenas added load.

Thanks,
April 4, 2019

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

Re: Grant of Location for Gas Pipe Work

Dear Meghan:

**Question:** You asked whether the Selectmen have the authority to order, as a condition to the installation of natural gas pipes under a public way, the repair of gas leaks in other, already installed natural gas pipes elsewhere under the public way.

**Answer:** No. It is unlikely that such a condition, if ordered by the Selectmen and challenged by the natural gas company, would be held lawful by a reviewing authority.

**Analysis**

Gas companies have statutory authority to “dig up” and “open” the ground in any public way in a town “so far as necessary to accomplish the objects” of that company. G.L. c. 164, § 70. The authority has little express limitation; the statute says only that the company “shall put all such streets, lanes and highways in as good repair as they were in when opened ....” *Id.* The overall purpose of this section and others organized under Chapter 164 of the General Laws is “to ensure uniform and efficient utility services to the public.”¹ Municipalities are forbidden from adopting by-laws or ordinances—and by extension imposing conditions on the authorizations they otherwise lawfully issue—that “are inconsistent with” these laws.²

As to the Selectmen’s authority here, one must accordingly ask: Will conditioning installation of new gas pipe on the repair of pre-existing gas leaks be inconsistent specifically with G.L. c. 164, § 70 and more generally with Chapter 164? In my opinion, such a condition would be inconsistent with both, and vulnerable to legal challenge. Repairing pre-existing gas leaks lacks a strong relationship to the statute’s requirement for returning any excavation to prior good repair. It also lacks a strong relationship to

---

other considerations directly related to the excavation itself. While pre-existing gas leaks may present important public safety or other concerns, those concerns do not arise from the installation of the new gas pipes in question.

Two decisions from the Supreme Judicial Court are helpful to explaining this analysis. In *Boston Gas Co. v. City of Somerville*, the Supreme Judicial Court held that city bylaws requiring certain bidding procedures, materials use, and paving techniques were inconsistent with those required by the statute or by the DPU. Also, in *Boston Gas Co. v. City of Newton*, the Supreme Judicial Court held that city bylaws assessing maintenance fees for such construction or imposed as inspection fees were also inconsistent with the relevant statute. Both cases highlight that courts have sometimes restrictively construed municipal authority over gas pipe installation—even where the authority is exercised directly with respect to the excavation itself.

I hope this proves helpful. Please do not hesitate to contact me should you wish to discuss this opinion.

Sincerely,

TJH

cc. B. Bertram
5. **Update from FMD on the Town Hall and Town Hall Annex Project**

Kevin Kennedy will be joining the Board to give a brief update on the status of the existing Town Hall project as well as the Phase II design process recently funded at ATM. The Request for Qualifications for the Town Hall Annex feasibility study has been prepared and is included in your packet for review.

**NO MOTION**
# WELLESLEY TOWN HALL ANNEX PROJECT

## PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>March 2019</strong></td>
<td>FY20 ATM Cash Capital Approval</td>
</tr>
</tbody>
</table>
| **April 1, 2019** | Selection Committee established by FMD  
| **April 8, 2019** | Selection Committee and BOS review/approve RFQ                      |
| **April 24, 2019** | FMD Submits RFQ to Wellesley Townsman                               |
| **April 25, 2019** | FMD Submits RFQ to Central Register                                |
| **April 30, 2019** | FMD Posts RFQ to FMD Website & breakroom                          |
| **May 1, 2019**  | **RFQ Available**                                                  |
| **May 2, 2019**  | Notice Published in Wellesley Townsman                              |
| **May 10, 2019** | Project Briefing/Tour at MLP Lobby at 10am                         |
| **May 17, 2019** | Last day for proposer questions by 2pm                              |
| **May 23, 2019** | **RFQ Submissions Due** at FMD Offices at 11am                    |
| **May 31, 2019** | Finalist (top 3) selected by committee                             |
| **June 14, 2019** | Finalists interviewed at FMD – 9am to Noon                          |
| **June 17, 2019** | Award letter issued                                                |
| **July 1, 2019**  | Contract executed and notice to proceed                             |
| **September 16, 2019** | Study complete                                                   |
| **September 23, 2019** | Present to BOS                                                   |
| **September 26, 2019** | Present to PBC                                                    |
**Wellesley Facilities Management Department**  
**Request for Qualifications #WFMD-RFQ-FY20-001**  
**Wellesley Town Hall Annex Study**

### Authority
Town of Wellesley  
Facilities Management Department  
888 Worcester Street, Suite 370  
Wellesley, MA 02482

### Project
Perform a feasibility study for a new, approx. 13,000 sqft *Town Hall Annex* at the Town’s Municipal Way Campus.

### Estimated Construction Costs: N/A

### Study Fee: Not-to-exceed $105,000

### Project Time Period
See Project Schedule

### Specific Designer Services
Architectural, engineering (structural, civil, mechanical/electrical/plumbing) and geo/environmental study and design.

### Requests for Qualifications (RFQ)
Available May 1, 2019 at:  
Facilities Management Department  
888 Worcester Street, Suite 370  
Wellesley, MA 02482, or online at:  
http://www.wellesleyma.gov/Bids.aspx?

### Briefing Session and Tour
May 10, 2019 at 10:00am at the Wellesley Municipal Light Plant’s Admin Building Lobby (4 Municipal Way)

### Scope of Work
Perform programming, architectural/engineering and geo/environmental services for a new Town Hall Annex building and support parking.

### Submissions
**Deadline:**  
May 23, 2019 before 11:00 am

**Location:**  
Town of Wellesley  
Facilities Management Department  
888 Worcester Street, Suite 370  
Wellesley, MA 02482

Clearly marked:  
“Proposal for Town Hall Annex Study”

### Contact Information
Kevin Kennedy, Project Manager  
Telephone: (781) 489-4290  
Email: k kennedy@wellesleyma.gov
WELLESLEY FACILITIES MANAGEMENT DEPARTMENT  
REQUEST FOR QUALIFICATIONS #WFMD-RFQ-FY20-001  
WELLESLEY TOWN HALL ANNEX STUDY

SECTION I - INTRODUCTION

The Town of Wellesley is seeking Requests for Qualifications (RFQ’s) from qualified registered architects, engineers and/or other qualified responders to provide professional services to help the Town plan for a 13,000 square foot Town Hall Annex facility and supportive parking for this and surrounding uses.

Background

In January of 2019 McGinley Kalsow and Associates (MKA) completed the “Wellesley Town Hall Visioning and Space Utilization Study”. This was an in-depth look at the existing use and challenges of the historic Town Hall at 525 Washington Street.

“The Visioning Study included a comprehensive review of the building’s architectural, structural, mechanical, electrical, plumbing, and fire protection (MEP & FP) systems as well as an inventory of existing space usage. Interviews with personnel from each department in the building were also conducted. Over the last thirty-three years since the 1985 renovation, departments have increased in both staff size and responsibilities, but their space has remained unchanged.

In addition, there is a need to accommodate projected staff increases of six personnel within the present Town Hall departments, and one position at the Facilities Management Department (FMD) which is being considered to be moved from leased office space to permanent Town-owned space. There is also a clear need for additional meeting spaces for municipal and public use. With various MEP deficiencies, these systems are reaching the end of their service life. Because of their age and the need for significant interior use changes, our recommendation is to replace these systems with new, more reliable and energy-efficient systems. There is also a strong need to improve the visitor experience through improvements to way-finding, circulation, and the restoration of some of the lost character-defining elements.”

While the study’s primary focus was the historic Town Hall itself, the recommendations of the study introduced the need for a separate and remote Town Hall “Annex” building, rather than an addition to Town Hall.

“In looking at the challenges and obstacles associated with building an addition to the historic Town Hall, the advantages of a more conventional municipal Annex building outweighed the advantages of an addition… In reviewing how to address space program needs and best use the existing area within the historic Town Hall the decision was made to propose relocation of the Land Use Departments which currently occupies the Ground Floor along with FMD into a new Annex building. If this Annex building was to be constructed prior to the renovation and restoration of the historic Town Hall and FMD remained in its leased space, the Annex could also be used as the temporary Town Hall during the restoration of the Town Hall.”

The above statement from the MKA Study eludes to the potential “dualistic purpose” of this facility which needs to be developed more extensively. This Annex needs to be able to meet a temporary “swing space” need for a Town Hall renovation project, and also meet the permanent need of different end users after the Town Hall renovations have been completed.

Request for Qualifications No. WFMD-RFQ-FY20-001 – Town Hall Annex Study
Page 2 of 20
The Town’s current project schedule assumes the new Annex will be completed in summer 2022, becoming available for use as swing space for the current Town Hall departments, while Town Hall renovation project takes place between summer 2022 and spring 2024.

The new Annex is proposed to be located on the Town’s Municipal Way Campus, on which the Department of Public Works (DPW), Municipal Light Plant (MLP) and Fire Headquarters are located. The Town is considering the former location of the DPD/MLP Administration Building, which was demolished in 2014 as the ideal location for the new Annex (see below).

Proposed New Annex Building Location
Because of limited available space immediately surrounding the proposed new building location, a supplemental parking area is proposed nearby; however, this location is part of an environmental (DEP) Activity and Use Limitation (AUL) as an administrative control, to restrict certain development activities. The Cochituate Aqueduct is buried beneath the eastern portion of the proposed parking area.

Proposed Parking Area and AUL
WELLESLEY FACILITIES MANAGEMENT DEPARTMENT
REQUEST FOR QUALIFICATIONS #WFMD-RFQ-FY20-001
WELLESLEY TOWN HALL ANNEX STUDY

The FMD developed the conceptual level layout plan (below) for the purpose of evaluating initial fit, parking and maneuverability issues on the site. Aside from the environmental issues associated with the AUL, geotechnical and foundation aspects of the new facility will need to be closely considered, as the newer buildings constructed on Municipal Way (DPW and MLP Administration Buildings) required the use of rammed aggregate pier foundation systems, instead of conventional shallow spread footings.

FMD Conceptual Layout of Proposed Facilities

SECTION II – SCOPE OF SERVICES
The Town of Wellesley is seeking Requests for Qualifications (RFQ’s) from qualified registered architects, engineers and/or other qualified responders to provide services, which may include but not be limited to:

Task 1 – EXISTING SITE CONDITIONS INVESTIGATION
By reviewing existing documentation, performing a detailed site investigation including in-situ testing and possible laboratory testing of removed samples, develop a thorough understanding of existing site conditions. This investigation and subsequent analysis shall be used to make recommendations regarding potential location of the Annex building and support parking at Municipal Way.
1.1 Geotechnical Investigations:
   1.1.1 Review geological maps, local geological information and available geotechnical information from recent building construction on the Municipal Way campus (MLP and DPW Administration buildings).
   1.1.2 Explore subsurface conditions by installing four (4) soil borings up to 25 ft. or refusal tests within the approximate footprint of the proposed new building. With backhoe assistance from the Town, oversee test pits and other similar exploratory excavations within the proposed parking lot area, as needed to ascertain information needed for potential recommendations. Monitor and maintain logs of all field work, noting groundwater if encountered. The Town will provide electronic site plans for use.
   1.1.3 Prepare a summary documenting the information found regarding geotechnical design and construction issues. Show exploration location plans, logs of exploration, a description of the exploration program and discussion of surface and subsurface conditions found, with commentary on technical feasibility of shallow versus deep foundations systems. Discuss the need for additional explorations and analyses.

1.2 Environmental Investigations:
   1.2.1 Review DEP file to develop an understanding of site conditions and the requirement of the AUL. Identify specific conditions associated with site assessment activities such as soil management, health and safety requirements, soil cover repair details, etc. Ensure that the test pits and other exploration in the proposed parking area are in accordance with the AUL. Prepare and follow a soil management plan and a health and safety plan.
   1.2.2 Gather environmental data during advancement of the geotechnical borings for the building by field screening for VOCs and other evidence using a photoionization device (PID).
   1.2.3 Based on the results of the screening data and DEP file review, submit three composite soil samples for disposal characterization, including: VOCs, semi-volatile organic compounds, total petroleum hydrocarbons, RCRA 8 metals, PCBs, pH, flashpoint, reactivity and conductivity.
   1.2.4 Sample and test areas within the AUL area considered for parking as necessary to fully understand implications of the proposed use.
   1.2.5 Prepare a summary documenting the information found regarding environmental design and construction issues.

1.3 Site Analysis:
   1.3.1 Develop AutoCAD drawings of the site to be used for the study, using site plans provided by the Town.
   1.3.2 Overlay existing required vehicle (fire truck, box truck, trailers) turning radius onto proposed site plans.
   1.3.3 Provide existing and proposed parking counts for staff and visitors at Town Hall related to the departments being programmed.

1.4 Traffic Analysis:
   1.4.1 Analysis of existing traffic flow and counts for the departments being programmed at the existing Town Hall. Also analyze existing traffic flow and counts at the Municipal Way.
   1.4.2 Analysis of impact of preferred option to traffic flow and counts at the Municipal Way site.
Task 2 – PROGRAMMING

3.1 Program:
   3.1.1: Confirming the proposed program for the Annex by reviewing MKA’s previous study of the Town Hall, and by meeting with department heads from groups that will be moved to the new Annex (from Town Hall and FMD leased office).
   3.1.2: Prepare a written evaluation of identified project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, visual quality, image, efficiencies, functionality, cost and schedule.
   3.1.3: Consider future use/function of departments to include web-based functions in the future, such as the soon to be implemented on-line permitting for the Building Department.
   3.1.4: Meeting with MLP, DPW and WFD representatives to understand their concerns regarding traffic, parking and other issues associated with the proposed project.

3.2 Information Gathering:
   3.2.1: Review recent MKA Town Hall Study regarding the Town Hall Annex. A copy of the study can be found using this https://wellesleyma.gov/173/Projects-Initiatives
   3.2.2: Conduct a walkthrough of the existing Town Hall offices, FMD offices, and the Municipal Way site with Town representatives.
   3.2.3: Prepare a written description or graphics of existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.
   3.2.4: Work with Town to identify facilities and operations of a similar nature to be visited for purposes of evaluation and comparisons (i.e. Needham Public Services Annex).

3.3 Data Analysis:
   3.3.1: Based on information gathered, develop performance and design criteria for the Annex.
   3.3.2: Make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety, security, furnishings, flexibility and site information.
   3.3.3: Evaluate storage: short-term, long-term, permanent and off-site storage options.

3.4 Presentation and Draft Programming Report:
   3.4.1: Prepare a draft report of findings and analysis for Town incorporating written and graphic materials to follow the format described in Task 6.

3.5 Development of Final Program and Project Requirements:
   3.5.1: Recommend project standards or incorporate Town standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.
   3.5.2: Establish general space quality standards for the project related to such elements as lighting, levels, equipment performance, acoustical requirements, security and aesthetics.
   3.5.3: Prepare a final program document to follow the format described in Task 6.
   3.5.4: Provide a preliminary opinion of the program with respect to Town’s budget objectives.
   3.5.5: Prepare a final program document and meet with Town to agree on the form of presentation appropriate for the needs of the Town.
Task 3 – SUSTAINABILITY

3.1 Design Standards:
   3.1.1 Review the Wellesley Sustainable Energy Committee’s proposed sustainability guidelines.
   3.1.2 Identify and explain relevant aspects of the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations and the “Stretch Energy Code”.

3.2 Design Goals:
   3.2.1 Net Zero Energy (NZE) or Net Zero Ready
   3.2.2 LEEDv.4
   3.2.3 Develop preliminary sustainability goals in an Owner’s Project Requirements (OPR) document to be reviewed by the Owner.

3.3 Design Recommendations:
   3.3.1 Develop a list of recommended sustainable construction methods and/or details that are ideal for implementation in this construction project to achieve the design goals.
   3.3.2 Identify potential on-site opportunities for renewable resource regeneration that could help this project achieve the design goals.
   3.3.3 Evaluate feasibility on a conceptual level of key building systems for consideration, including: photovoltaic arrays, geothermal and VRF heating systems, super-insulated enclosures and an all-electric building.

Task 4 – ANALYSIS AND CONCEPTUAL DESIGN RECOMMENDATIONS

4.1 Design Concepts:
   4.1.1 Discuss and analyze observations and findings from Tasks 1, 2 and 3.
   4.1.2 Develop conceptual design options w/ plans, narratives & budgetary construction costs.
   4.1.3 Develop a minimum of two (2) alternatives to orientating the Annex Building.
   4.1.4 Develop a minimum of two (2) alternatives to providing supportive parking to the site.
   4.1.5 Develop one (1) layout for a temporary “swing space” floor plans for the Annex Building.
   4.1.6 Develop two (2) alternatives for a permanent floor plans for the Annex Building.

4.2 Recommendations:
   4.2.1 Identify a preferred conceptual design alternative and include the basis for this choice.
   4.2.2 Discuss construction impacts (traffic, laydown/staging area, etc.) to the day-to-day operations of abutting users (Fire, DPW & MLP).
   4.2.3 Investigate the feasibility and potential cost savings of wood framed construction and other approaches to minimize cost while also providing an attractive, functional, sustainable and durable building.
   4.2.4 Discuss issues associated with the recommended temporary floor plan layout to provide swing space and the permanent layout, including furniture, open floor plan and flexibility of design.
   4.2.5 Discuss recommendations regarding geotechnical and environmental aspects of the project as they relate to the preferred options.
Task 5 – PROJECT COSTS AND SCHEDULE

5.1 Project Costs:
5.1.1 Use a professional cost estimator for an itemized construction cost for the preferred option.
5.1.2 Costs shall include construction phasing and logistics regarding relocation and swing space scenarios.
5.1.3 Include soft costs for design, CA, Owner’s Project Manager, testing, expenses and contingencies to develop a Total Project Cost.

5.2 Project Schedule:
5.2.1 Prepare a schedule for final design and bidding assuming design begins about July 1, 2020.
5.2.2 Identify construction schedule for the preferred alternative assuming a Spring 2021 start.

Task 6 – PREPARE REPORT

6.1 Report Format:
6.1.1 Prepare a final program document incorporating written and graphic materials including:
   6.1.1.1 Executive summary
   6.1.1.2 Value and goal statements
   6.1.1.3 Relevant facts upon which the program was based
   6.1.1.4 Conclusions derived from data analysis
   6.1.1.5 Matrices identifying space allocation and relationships
   6.1.1.6 Space listings by function and size
   6.1.1.7 Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment or security needs.

6.1.2 The executive summary, should summarize the results of the assessment and include:
   6.1.2.1 Statement of project goals and objectives
   6.1.2.2 Description of existing conditions investigation
   6.1.2.3 Building code review
   6.1.2.4 Programming summary
   6.1.2.5 Analysis and conceptual design recommendations
   6.1.2.6 Project costs and schedule

6.2 Deliverables:
6.2.1 Prepare and submit three (3) bound copies of the full report (including appendices), seven (7) bound copies of the report without appendices, and ten (10) thumb drives with PDF versions of the report and appendices. All photographs in the study shall be color.

Task 7 – MEETINGS AND PRESENTATIONS

Prepare for and attend meetings with the Town to discuss the progress of the project.

7.1 Working Meetings:
7.1.1 Consultant shall meet with the Working Group about every 2-weeks plus a Kick-Off.

7.2 Public Meetings:
7.2.1 Consultant shall attend and present the results of the work at up to four (4) public meetings, including: Board of Selectmen and Permanent Building Committee at dates TBD.
FUTURE PHASES – Final Design, Bidding Assistance and Construction Services
The Town may, at their discretion, continue with the consultant as the Design Engineer in the preparation of Contract Documents for selected recommendations in accordance with MGL Chapter 149 Public Bidding Laws and subsequently provide Bidding Assistance and Construction Administrative Services to each construction project.

SECTION III – RFP INSTRUCTIONS
There will be a pre-submission briefing and tour for this project on May 10, 2019 at Wellesley Municipal Light Plant Administration Building Lobby (4 Municipal Way) at 10:00 am.

To be considered for selection interested consultants must ensure seven (7) bound packets and seven (7) thumb drives containing PDFs with all of the information specified in Section IV of this Request for Qualifications are to be received by the Wellesley Facilities Management Department, 888 Worcester Street, Suite 370, Wellesley, MA 02482 by 11:00 am, May 23, 2019. All packets must clearly identify the contents as “Proposal for Town Hall Annex Study”.

All questions pertaining to the general nature of this project, or to the specific requirements of this RFQ, must be received in writing and may be addressed to the Project Manager listed in the Contact Information on the front page of this RFQ. As required by the Designer Selection Guidelines put forth by the Commonwealth of Massachusetts Designer Selection Board, the following information is provided to potential consultants for the above work.

SECTION IV – SUBMISSION REQUIREMENTS
The following information shall be submitted by each firm in order to be considered for this project:
1. Completion of Standard Designer Application Form (updated July 2016);
2. Firm Background: A two-page narrative (maximum) of general, brief description of firm including history, size and staff make-up.
3. Resumes: Key staff and sub-consultants who will work on project, highlighting the proposed project manager and his/her experience on similar projects.
4. References: The name, title, address and telephone numbers of client contacts of projects outlined in related experience.
5. Approach: Proposal outlining how the firm would approach the specified Scope of Services;
6. Preliminary schedule;
7. A certified statement to support the firm’s financial stability; and
8. Copies of current insurance certificates. Demonstrated ability to provide professional liability insurance in the amount of $1,000,000 for the study phase.

SECTION V - SELECTION PROCEDURE
The Facilities Management Department and/or its designees will review all proposals and select at least three (3) finalist firms based on the information provided in the qualifications and the following criteria:
1. Prior similar experience;
2. Past performance on public sector projects;
3. Quality of work;
4. Financial stability;
5. Sufficient capacity to complete the project in a timely manner;
6. Qualifications and registrations of personnel and subconsultants who will work on the project;
7. Any other criteria that the Town considers to be relevant to the project.
Once the submitted qualifications have been reviewed, the evaluation Committee will select a minimum of three finalist firms for interviews. The Committee will then interview the finalists, at which time firms may be asked to detail their qualifications further; providing additional information and their ideas and approach to the project. The Committee will rank the interviewed finalists and make a recommendation to the Director of Facilities Management Department.

A contract and fee will be negotiated with the selected firm. The maximum amount of the fee shall not exceed $105,000. The final negotiated contract(s) shall contain all minimum requirements/certifications as outlined in the State’s most recent version of the Designer Selection Guidelines – Cities and Towns.

The Town reserves the right to select the firm it feels is most qualified based on the information submitted, to waive any informality and to choose a consultant determined to be able to perform in the best interests of the Town. The Town may, at their discretion, continue with the consultant for design services including the preparation of Contract Documents for selected recommendations in accordance with MGL Chapter 149 Public Bidding Laws and subsequently provide Bidding Assistance and Construction Administrative Services to each construction project. In the event that the Town engages the consultant to continue with design and subsequent services, consultant shall agree to execute the Town’s standard design services contract, a copy of which can be viewed on the Permanent Building Committee’s website at: http://www.wellesleyma.gov/424/Permanent-Building-Committee

SECTION VI - PROJECT SCHEDULE
The following time schedule is planned, but subject to change:

- May 1, 2019 Notice Published in Central Register and RFQ Available
- May 10, 2019 Project Briefing and Tour at the MLP Building at 10:00 am
- May 17, 2019 Last day for proposer questions by 2:00 pm
- May 23, 2019 RFQ Submissions Due before 11:00 am
- May 31, 2019 Finalists (Top 3) Selected by Committee
- June 14, 2019 Finalists Interviewed at Wellesley FMD – 9:00 am to Noon
- June 17, 2019 Award letter issued
- July 1, 2019 Contract Executed
- July 1, 2019 Notice to Proceed
- September 16, 2019 Study Completed
- September 23, 2019 BOS Presentation
- September 26, 2019 PBC Presentation

SECTION VII - GUIDELINES FOR PROPOSAL REVIEW COMMITTEE
The Town of Wellesley will determine an appropriate Selection Committee comprised of representatives from various departments, including the Facilities Management Department, the Executive Director, Town Hall, the Permanent Building Committee and the Board of Selectmen. Each Committee member is responsible for independently ranking each proposal in accordance with point system below:

1. Experience, past performance and qualifications 40 points maximum
2. Personnel to be utilized on project 20 points maximum
3. Project Approach 40 points maximum
4. Adjustment for Experience with Candidate Firm
   A contacted reference has had a particularly favorable experience - add up to 10 points.
   A contacted reference has had a particularly negative experience - deduct up to 20 points.
   A contacted reference has had no experience or average to good experience - no adjustment.

TOTAL POINT 100 points maximum

Request for Qualifications No. WFMD-RFQ-FY20-001 – Town Hall Annex Study
Page 11 of 20
SECTION VIII – POST INTERVIEW RATING GUIDELINES

1. Demonstrated knowledge of project scope 25 points maximum
2. Project Approach 25 points maximum
3. Reference Checks 25 points maximum
4. Project Manager 25 points maximum
5. Adjustment for experience with the candidate firm
   A contacted reference has had an especially favorable experience - add up to 5 points.
   A contacted reference has had a particularly negative experience - deduct up to 20 points.
   A contacted reference has had no experience or average to good experience - no adjustment.
TOTAL POINT 100 points maximum

SECTION XI–CONTRACTUAL PROVISIONS

In accordance with M.G.L. c.7C, §§44-58 the following requirements must be included in the design contract relating to non-collusion in the submission of applications, and to financial reports that the designer must file:

1) Certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;

2) Certification that no consultant to or subcontractor for the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;

3) Certification that no person, corporation or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

4) Certification with respect to contracts which exceed $10,000 or which are for the design of a building for which the budgeted or estimated construction costs exceed $100,000 that the designer has internal accounting controls as required by M.G.L. c.30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

Note also that any person contracting with a governmental body must certify in writing that he or she has complied with state tax laws, reporting of employees and contractors, and withholding and remitting of child support. [M.G.L. c.62C, §49A]
| Commonwealth of Massachusetts | | 1. Project Name/Location for Which Firm is Filing: |
| DSB Application Form | | 2a. DSB # | Item # |
| (Updated July 2016) | | 2b. Mass. State Project # |
| | 3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: | 3c. Name Of Proposed Project Manager: |
| | | For Study: | (if applicable) |
| | | For Design: | (if applicable) |
| | 3b. Date Present and Predecessor Firms Were Established: | 3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above: |
| | 3c. Federal ID #: | 3g. Name and Address Of Parent Company, If Any: |
| | 3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): | |
| | Email Address: | |
| | Telephone No: | Fax No: |
| 4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once; By Primary Function – Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations): | |
| Admin. Personnel: | Ecologists: | Licensed Site Pros.: | Other |
| Architects | Electrical Engrs. | Mechanical Engrs. | |
| Civil Engrs. | Fire Protection Engrs. | Specification Writers | |
| Construction | Industrial Hygienists | Surveyors | |
| Cost Estimators | Interior Designers | | |
| Drafters | Landscape Architects | | |
| 5. Has this Joint-Venture previously worked together? | Yes | No |

Request for Qualifications No. WFMD-RFQ-FY20-001 – Town Hall Annex Study
Page 13 of 20
6. List those Prime and Sub-Consultant Personnel Specifically Requested in the Advertisement. This information should be presented below in the form of an organizational chart. Include Name of Firm and Name of the one person in charge of the discipline, with Mass. Registration number, as well as MBE/WBE status, if applicable.
7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<table>
<thead>
<tr>
<th>a. Name and Title Within Firm:</th>
<th>a. Name and Title Within Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Project Assignment:</td>
<td>b. Project Assignment:</td>
</tr>
<tr>
<td>c. Name and Address Of Office In Which Individual Identified In To Resides:</td>
<td>c. Name and Address Of Office In Which Individual Identified In To Resides:</td>
</tr>
<tr>
<td>MBE □</td>
<td>MBE □</td>
</tr>
<tr>
<td>WBE □</td>
<td>WBE □</td>
</tr>
<tr>
<td>SDOVBE □</td>
<td>SDOVBE □</td>
</tr>
<tr>
<td>VBE □</td>
<td>VBE □</td>
</tr>
<tr>
<td>d. Years Experience: With This Firm: ________ With Other Firms: ________</td>
<td>d. Years Experience: With This Firm: ________ With Other Firms: ________</td>
</tr>
<tr>
<td>e. Education: Degree(s)/Year/Specialization</td>
<td>e. Education: Degree(s)/Year/Specialization</td>
</tr>
<tr>
<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number:</td>
</tr>
<tr>
<td>g. Current Work Assignments and Availability For This Project:</td>
<td>g. Current Work Assignments and Availability For This Project:</td>
</tr>
<tr>
<td>h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
<td>h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
</tr>
<tr>
<td>Project Name and Location Principal-In-Charge</td>
<td>Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
</tr>
<tr>
<td>Sub-Consultant Name:</td>
<td>Project Name and Location</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td></td>
</tr>
<tr>
<td>(5)</td>
<td></td>
</tr>
</tbody>
</table>
9. List all projects within the past 5 years for which the prime applicant has performed, or has entered into a contract to perform, any design services for all public agencies within the Commonwealth.

<table>
<thead>
<tr>
<th># of Total Projects:</th>
<th># of Active Projects:</th>
<th>Total Construction Cost (in Thousands) of Active Projects (excluding studies):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Awarding Authority (include contact name and phone number)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction Costs (in Thousands) (Actual, or Estimated if Not)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Completion Date (Actual or Estimated) (R) Renovation or (N) New</td>
</tr>
<tr>
<td>Rule: P, C, JV, St.</td>
<td>Phases: S.D.D., C.D.</td>
<td>Project Name, Location and Principal-In-Charge:</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use this space to provide any additional information or description of resources supporting the qualifications of your firm and that of your sub-consultants for the proposed project. If needed, up to three, double-sided 8.5" x 11" supplementary sheets will be accepted. Applicants are encouraged to respond specifically in this section to the application evaluation - project experience requested in the advertisement.

Be specific - No Boiler Plate

11. Professional Liability Insurance:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15. Names Of All Owners (Stocks Or Other Ownership):

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>% Ownership</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name and Title</th>
<th>% Ownership</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16. I hereby certify that the undersigned is an Authorized Signatory of the Firm and is a Principal or Officer of the Firm. I further certify that this firm is a "Design", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By
(Signature)

Printed Name and Title

Date

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.
DSB  
S-CA  
Commonwealth of Massachusetts  
Designer Selection Board  
SUB-CONSULTANT ACKNOWLEDGMENT  

Project:  

Applicant Designer:  

Sub-consultant:  

SUB-CONSULTANT ACKNOWLEDGMENT  
The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer’s team for the above Project, which is under consideration at the Designer Selection Board.  

Signature of Sub-Consultant Duly Authorized Representative  

Print Name and Title  

Date  

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.
6. **Request to Sell Affordable Unit at 182 Walnut Street, Unit 2**

The Unit Affordable Housing owner at 182 Walnut Street, Unit 2 has sent notice that she wishes to sell her affordable unit. The property is the single affordable unit in the 3 unit property known as the Walnut Street Fire Station. The owner purchased the property 12 years ago at a cost of $168,000. DHCD has set the resale price of $207,200. The property has a deed restriction and resale restriction placed on it through the standard regulatory process. Resales trigger a short time line for action. The finalization of sale must occur within 120 days or the unit can be sold at its fair market value, will fall of the SHI, and proceeds in excess of the $207,200 will revert to the Town. The Town has 30 days to notify DHCD of its intentions. Sales offer the Town the right of first refusal. The Town has a few options:

1. Purchase the property for the $207,200 and resell the property as an affordable unit at the same price;
2. Town works within our staff power to identify an eligible applicant and resell the property; or
3. Reject the right of first refusal and then DHCD will work with their team in hiring a specialty real estate team to market the property and find a qualifying candidate.

After review with Town Counsel and consultation with DHCD, staff recommends the best option to insure the unit remains on the SHI is to have DHCD take over the resale of the unit. A separate memo has been prepared with this recommendation.

**MOVE to waive their right of first refusal regarding the resale of the affordable unit, and allow DHCD to assist the town with the resale of the units.**
To: Board of Selectmen  
From: Meghan C. Jop  
Date: April 4, 2019  
RE: Resale of Affordable Unit at 182 Walnut Street, Unit 2

The Town has been notified by the Department of Housing and Community Development (DHCD) that the owner of an affordable housing unit at the Walnut Street Fire Station wish to put their unit up for sale. The Town of Wellesley has the right of first refusal for this property. Specifically, the unit and the resale price as determined by DHCD are:

182 Walnut Street, Unit 2 (Walnut Street Fire Station) = Resale price of $207,200

If the Town wishes to exercise its right of first refusal for this property, the Town would either purchase the unit directly from the owner at the determined resale price(s) or locate an eligible buyer to purchase the unit. If the Town elects to not exercise the right of first refusal, DHCD will work with the property owner to locate eligible buyers. If after 120 days an eligible buyer is not found, the owner would be able to sell their unit at market value with any net gain funds above the resale price given to the Town for affordable housing activities.

After discussions with Town Counsel and DHCD it is my recommendation that the Board of Selectmen not exercise the Town’s right of first refusal for this affordable housing unit. This will allow DHCD, which is better suited to do so than the Town, to find eligible buyers and thereby preserve the unit as affordable and keeping it on the Town’s subsidized housing inventory (SHI).
March 29, 2019

Laura Henry
182 Walnut Street, Unit 2
Wellesley, MA 02481

Re: Notice of Intent to Sell 182 Walnut Street, Unit 2, Wellesley

Dear Ms. Henry:

I am in receipt of your notice of intent to sell your Local Initiative Program unit located at 192 Walnut Street, Unit 2, in Wellesley.

In order to finalize the resale price, I will need you to fill out the attached Property Information Form and mail or email it back to me as soon as possible. Also, please send me a phone number and if possible, an email address, so I can contact you more expeditiously.

You will also need to contact the Meghan Jop, Town Manager, as they have the right of first refusal on this property.

Feel free to call at 617-573-1426 or email me at Rieko.Hayashi@Mass.Gov. with any questions.

Sincerely,

[Signature]
Rieko Hayashi
LIP Programs

Cc: John E. Henry
Meghan Jop, Town of Wellesley
March 25, 2019

To:

Department of Housing and Community Development
Attn: LIP Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

I am writing to inform of my immediate intent to sell

182 Walnut Street
Unit 2
Wellesley, MA 02481

Included you will find the appraisal.

It has been a very difficult time here as the only 40B owner unfairly outnumbered
by two market value owners, which has sadly forced me after 12 years of ownership
to have to sell. I will have to relocate out of state for a similar affordability as 40B
allows here. Your swift response would be greatly appreciated so I can move
forward as soon as possible.

Please forward your response to:

Laura Henry
182 Walnut Street
Unit 2
Wellesley, MA 02481

And a copy to:

John E Henry
Attorney at Law
92 Country Drive
Weston, MA 02493

Very Much Appreciated,

Laura Henry

Received

MAR 29 2019
Selling Your Local Initiative Program Home

Dear Local Initiative Program (LIP) Homeowner:

The following is a summary on how to sell your home under the LIP program. **We wish to emphasize that before you may begin the process of selling your LIP unit, your town/city and the Department of Housing and Community Development (DHCD) must review your written request to sell, and issue a written response.**

To begin the review process, please mail the following information to your town/city and DHCD:

- **Written notice of your intent to sell.** Your written notice should include your name, the property address and a phone number where you can be reached during the day.

- **A complete copy of an Appraisal Report** for the property, completed by a certified residential appraiser. The home should be appraised as a market rate property and the appraisal report should be no older than 120 days past its completion date.

  **Please Note:** If the current market value of your unit is the same or less than when you originally purchased it, DHCD will not require you to submit an appraisal.

- **A clear color photograph** of the exterior of your LIP unit for posting on the DHCD Affordable Units for Sale web page.

The above documents should be mailed to the following address:

`The Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Division of Housing Development - LIP Program`

Please contact your town or city hall for information on who will handle your resale request. You may inquire at the Board of Selectmen’s office, the Housing Authority or the Planning Department.
Maximum Resale Price

After receiving notification, your local community will send a response letter within thirty days. (DHCD has 40 days to respond to your letter if your local community does not exercise its right of first refusal). The response letter will state the price for which you may sell your home. This price is called the Maximum Resale Price. For a period of 90 days, the community and/or DHCD reserves the right to restrict the sale of the home to a buyer who is income-eligible under the LIP program. This is the Right of First Refusal period, and the expiration date of this period is included in the response letter.

During the right of first refusal period, you may sell your home for no more than the Maximum Resale Price. The maximum resale price of your home is calculated by using the formula that appears in your LIP deed rider.

Some deed riders use a discount rate formula - calculated by multiplying your home’s current appraised value (as shown on the appraisal report) by the discount rate specified in your LIP deed rider. However, there are LIP deed riders that compare the discount rate formula to an alternative formula, and use which ever formula produces the lesser maximum resale price.

Marketing the Unit

During the right of first refusal period, the local community will market the unit to its list of eligible buyers. For communities that do not maintain such a list, DHCD will assign the market to a resale agent.

DHCD will post information about the resale unit on our web page as well.

The New Buyer

The new buyer must be income eligible under the LIP program. The local community or resale agent will verify eligibility. When the buyer’s eligibility has been verified and he/she has received financing, both the seller and the buyer should retain legal counsel and sign a purchase and sale agreement. DHCD must receive a copy of the purchase and sale agreement and the loan commitment for the buyer in order to prepare the closing documents.

If an eligible buyer is not located during the right of first refusal period, you may sell your home without regard to the income level of the buyer. If the home is sold to an ineligible buyer it must be sold at market value as determined by your appraisal. Any proceeds over the Maximum Resale Price will be recaptured by the local community and earmarked for homeownership programs or assisting other eligible buyers. DHCD will release the deed restriction when a LIP home is sold off the program, after approving the terms of the sale.

For more information, please contact Toni Hall of DHCD’s Division of Housing Development at 617- 573-1351 or toni.coyne.hall@state.ma.us
RESALE PROPERTY INFORMATION FORM

Please complete this form and return with your letter of intent to sell

Seller Name: ____________________________________________

Address: ________________________________________________

Phone: Day: ____________________ Evening: __________________

Email: ________________________________________________

Primary Contact: __________________________________________

Phone: Day: ____________________ Evening: __________________

Seller’s Attorney: __________________________________________

Name of Development: ______________________________________

# of Units/Homes in Development: ________  Size of Home: ________ sq. ft.  Age of Home: ________

Style of Home:  (Check One)

□ Single Family  Condominium/Association Fee, if applicable: $______ per month

□ Town Home  Estimated Annual Taxes: $______ per year

□ Detached Condominium  □ Town Water  □ Septic System

□ Garden Style Condominium

Condo Association: __________________________________________

Contact Name: ______________________________________________

Address: ___________________________________________________

Phone: Day: ____________________ Evening: __________________

About the Unit:

# of Bedrooms: □ One □ Two □ Three

# of Bathrooms: □ 1 □ 1½ □ 2 □ 2½

Garage: □ Yes, # of cars 1 or 2 (circle one) □ No

Basement: □ Yes □ No

Heat (check two): □ Gas □ Electric □ Oil □ Forced Hot Air □ Forced Hot Water □ Steam

Appliances included in home sale:

Refrigerator □ Yes □ No □ Not Sure

Stove/Oven □ Yes □ No □ Not Sure

Microwave □ Yes □ No □ Not Sure

Dishwasher □ Yes □ No □ Not Sure

Garbage Disposal □ Yes □ No □ Not Sure

Washer/Dryer □ Yes □ No □ Not Sure

Central Air Conditioning: □ Yes □ No

Hard Wood Floors: □ Yes □ No

Please list any other applicable description of the unit:

____________________________________________________________________________________

____________________________________________________________________________________
7. **Site Eligibility Letter for Proposed 40B at 136 Worcester**

The Town has received notice from MassHousing that the property at 136-140 Worcester Street that had previously been denied from MassHousing for Site Eligibility has been refiled under a new applicant. The Town received that notice on February 27th and it is included in your packets that SEB is filing the request at this time. Staff at the mailing of the FNM was still working on the letter, which will include all of the comments from our past letter, which has been included for your review. The Town only has until April 12th to submit the letter so the Board must approve the draft letter at their meeting on April 9th. The deadline previously had been March 29th, and the Town was only able to secure a 14 day extension.

**MOVE to approve and sign the letter to MassHousing to reject site eligibility for the property located at 136-140 Worcester Street.**
February 27, 2019

Jack Morgan, Chair
Board of Selectmen
Town of Wellesley
525 Washington Street, 3rd Floor
Wellesley, MA 02428

Re: Proposed 40B – 136-140 Worcester Street
Wellesley, MA
MH ID No. 994

Dear Mr. Morgan:

MassHousing is currently reviewing an application for Site Approval submitted by SEB Wellesley, LLC (the Applicant). The proposed development will consist of 64 units of rental housing on approximately 0.96 acres of land located at 136 - 140 Worcester Street in Wellesley, MA. As you may be aware, a previous application was submitted by Riverview Crossing, LLC for this site in May 2018. Riverview Crossing, LLC was denied eligibility due to concerns related to the Applicant’s qualifications and capacity. While the proposed development uses largely the same plans that were previously submitted for MassHousing’s review, based on information submitted by SEB Wellesley, LLC, the previous applicant appears to no longer have any membership, financial interest, or involvement in the project and its development process.

The Site Approval process is offered to project sponsors who intend to apply for a Comprehensive Permit under Chapter 40B. MassHousing’s review involves an evaluation of the site, the design concept, the financial feasibility of the proposal, and the appropriateness of the proposal in relation to local housing needs and strategies. As part of our review, we are soliciting comments from the local community and we would appreciate your input. You also may wish to include in your response, issues or concerns raised by other city boards, officials or other interested parties. Pursuant to the Massachusetts General Laws Chapter 40B regulations (760 CMR 56.00) your comments may include information regarding municipal actions previously taken to meet affordable housing needs such as inclusionary zoning, multifamily districts adopted under G.L. c.40A and overlay districts adopted under G.L. c.40R. Your comments will be considered as part of our review.

We have been informed by the Applicant that the Town has received a copy of the application and plans for 136 - 140 Worcester Street. Please inform us of any issues that have been raised or are anticipated in the Town’s review of this application. We request that you submit your
comments to this office by Friday, March 29, 2019, within 30 days of the date this letter is issued, so we may process this application in a timely manner.

During the course of its review, MassHousing will conduct a site visit, which Local Boards, as defined in 760 CMR 56.02, may attend. The site visit for 136 - 140 Worcester Street has been tentatively scheduled for Thursday, March 7th at 11:15 a.m. Please notify me promptly if any representatives of your office or if other Local Boards plan to attend the scheduled site visit.

Please note that if and when an application is submitted for a comprehensive permit, assistance is available to the Wellesley Zoning Board of Appeals (ZBA) to review the permit application. The Massachusetts Housing Partnership’s (MHP) Ch. 40B Technical Assistance Program administers grants to municipalities for up to $15,000 to engage qualified third-party consultants to work with the town’s ZBA in reviewing the Chapter 40B proposal. For more information about MHP’s technical assistance grant visit MHP’s web site, www.mhp.net/40B or e-mail MHP at pcrean@mhp.net.

If you have any questions, please do not hesitate to contact me at (617) 854-1116.

Thank you for your assistance.

Sincerely,

Katherine Miller
Planning and Programs

cc: Blythe C. Robinson, Executive Director
Richard L. Seegel, Chairman, Zoning Board of Appeals
Michael Zehner, AICP, Town Planner
July 27, 2018

Katherine Miller  
MassHousing  
One Beacon Street  
Boston, MA 02108

RE: 136-140 Worcester Street, Wellesley, MA Site Eligibility Response

Dear Ms. Miller:

On behalf of the Town of Wellesley (“the Town”) Board of Selectmen and Planning Board, please find the following comments with respect to the Comprehensive Permit Site Approval Application recently submitted by Riverview Crossing, LLC (the “Applicant”) for the construction of a 64-unit residential housing structure on approximately 0.96 acres of land located at 136-140 Worcester Street, Wellesley (the “Site”).

Overview
The Town has significant concerns regarding the Applicant’s ability to execute the proposed construction in a safe and legal manner, given the Applicant’s current and past violations of state and local law. Moreover, the use is too intense for the Site (at 30x density of abutting neighborhoods); the only access to and egress from the property is eastbound on Route 9 (a major state highway that is a heavily used alternative to the Mass Turnpike for those commuting into Boston) with troubling limitations: there is no connectivity to neighboring properties; there is no reliable public transportation within 1.3 miles; the Site is too close to the Route 128/95 interchange and to Route 9 eastbound traffic (an area already congested in morning rush-hour); there is no parking on Route 9 which brings into question the containment of all construction vehicles on Site; and there is potential for substantial impact to wetlands and to a perennial stream.

Current and Historic Violations
The Applicant is “owned and controlled by Dean Behrend” according to the Comprehensive Permit Site Approval Application submitted to MassHousing. Mr. Behrend has shown egregious disregard for local zoning laws and decisions of the Town’s Zoning Board of Appeals (“ZBA”), Building Inspector, and Wetlands Committee. Mr. Behrend owns and has conducted landscaping-related operations on the parcels known as 130 and 136 Worcester Street for nearly 30 years (a part of the Site). During that time, Mr. Behrend has repeatedly violated the Town’s Zoning Bylaw. Since 2005, the Building Inspector has issued several violation letters related to a ZBA Decision (90-17) (the “Decision”) (attached as Exhibit A) that allowed a variance for the construction of the existing garage on the Site. Mr. Behrend has, on numerous
occasions, violated the conditions of the variance, as well as Section II (6) “Home Occupations” of the Town’s Zoning Bylaw. The Decision prohibits the storage of trucks or heavy equipment at the Site, including the equipment used in Mr. Behrend’s landscape business. Additionally, the Decision prohibits the outside storage of loam, fertilizer, seed, or any other materials related to the horticultural activity on the premises. Mr. Behrend has, nonetheless, stored large volumes of these materials on the property. Finally, the Decision incorporates an Order of Conditions issued by the Town’s Wetlands Committee. Over this past year alone, Mr. Behrend was cited with 14 violations of the Decision and fined $4,200. He has since brought the property into compliance, but the fines remain unpaid.

Last month, Mr. Behrend was fined $42,000 by the Massachusetts Department of Environmental Protection (“DEP”) for improper disposal of asbestos material related to a property in Mashpee, MA. DEP found that under Mr. Behrend’s 2016 demolition permit, he submitted the results of an asbestos inspection to the Town that showed the existing house was asbestos-free in 23 tested areas. However, he failed to submit the report for the pipe insulation wrapping that had tested positive for asbestos.

On April 14, 2018, Mr. Behrend was issued a stop work order at a single-family home project located at 16 Mountview Road, Wellesley, due to violations of several sections of the Massachusetts State Building Code, 8th Edition, and the Town’s Zoning Bylaw after modifying a structural retaining wall without building permits and without review by his structural engineer. The retaining wall failed and resulted in a landslide that damaged the abutting property located at 41 Suffolk Road and constituted a significant threat to public safety.

Additionally, Mr. Behrend, through an LLC, received a permit to construct a 24,000 square foot commercial property and a 36-unit apartment structure located at 978 Worcester Street. The LLC was foreclosed upon, went bankrupt and then sued the Town in 2014 and 2015 to release Inclusionary Zoning funds that had been escrowed for that property in exchange for a Certificate of Occupancy for the commercial component of that project. The project was foreclosed upon prior to the construction of the residential component and Mr. Behrend sought to have the Town return the escrowed affordable housing funds. The Town ultimately settled with Mr. Behrend in 2015 after striking a new deal with the new owner of the property.

**Site Constraints**

The Town records indicate the project parcels (130, 136, 140, 140R, and 142 Worcester Street) have an area of 39,574 square feet. Adjacent to the parcels are two paper streets (Echo Road and Alpine Street) the ownership and rights of which are not clear or reported in the application, and that may make up the remainder of the 41,795 square feet on the application. The proposed development has a gross floor area of 50,420 square feet, a Floor Area Ratio of 1.27, and a height greater than 55 feet. The proposed project will render over 60% of the Site impervious and retains only 27.73% of the Site as “open space,” which the Applicant purports to be usable. The Town disagrees with the usable nature of the open space given that significant portion of it is at the rear of the Site where the drainage is located and the remainder of it is within a wetland.

**Access Limitations**

Access to the Site is limited on Route 9, essentially to vehicular traffic. There are no sidewalks along this section of Route 9 and no pedestrian connectivity to Dearborn Street (450 feet to the east) or Willow Street (562 feet to the west). Bicycle access is limited within the shoulder or breakdown lane of Route 9. Bicyclists are not often found riding along Route 9 given that the speed limit is 50 mph and vehicles are generally traveling faster than the posted limit.

**Density and Proximity to Other Neighborhoods**

The property is zoned Single Residence District - 15,000 Square Foot Minimum Area District, which has a maximum density under the Zoning Bylaw of 2.9 units per acre. The density for this project is more than 30 times the density of the abutting and surrounding neighborhoods. Due to the location, the 64 units
The neighborhoods in close proximity to the proposed development vary. New colonial-style homes are located to the east along Dearborn Street and to the south on Burnett Lane. Smaller cape style homes are prevalent to the west on Willow Street. The Site, currently somewhat separated from residential properties, will be built out to the property lines and will be juxtaposed to 3 Dearborn Street with minimal setbacks or screening.

**Wetlands**
The development is almost entirely within the jurisdiction of the *Wetlands Protection Act* (“WPA”) and appears to be built to the edge of a “bordering vegetated wetland” (“BVW”). Specifically, wetland flag WF 18 is right at the edge of the property boundary. There is “riverfront area” (“RA”) located on the southeasterly quarter of the property where a rain garden is proposed. The 100-foot buffer zone to the BVW crosses the southern half of the Site. Given the potential impact to BVW and RA along the southern property boundary, the Applicant must apply for a Notice of Intent to the Town of Wellesley Wetlands Protection Committee concurrently with the Massachusetts Department of Environmental Protection. An “alternatives analysis” will be required to minimize impact to the wetlands as part of this application. The “alternatives analysis” may reduce the scale of the activity. The *Rivers Protection Act* states that if there is no practicable alternative to locating the project in the RA, impacts must be minimized and mitigated so there are no significant adverse impacts. If proposed alterations are deemed likely to impact RA, the burden of proof would be on the Applicant to show that the project will not have significant adverse impacts to RA and the purposes of the *Rivers Protection Act*. Within the 200-foot RA, the issuing authority may allow the alteration of up to 5000 square feet or 10% of the RA within the lot, provided that certain conditions are met.

The wetlands resource areas will also be negatively impacted by the location and construction of the retaining wall, the extensive tree removal planned for the Site, the compaction of existing vegetation, the construction of drainage systems (including the structural LID stormwater management system), hardscape, and the garage, all of which will render the Site almost entirely impermeable.

The Wetlands Protection Committee must also consider impacts to wildlife habitat, sedimentation and erosion, and the protection of water quality to public and private water supplies all as identified in M.G.L. c. 131, § 40.

**Traffic**
The proposal includes direct ingress and egress from Route 9. Route 9, however, only allows for vehicles to access the Site heading eastbound. All vehicles must continue eastbound when exiting the Site. The Site is within close proximity of the turnaround on Route 9. So close, in fact, that those exiting the Site may miss the turnaround. If vehicles cannot make the first turn, they may turn down Dearborn Street to reverse direction through the neighborhood. Returning to the Site from a westbound direction would require turnarounds at the Cedar Street interchange a heavily congested area, particular during morning and afternoon school arrival and dismissal times. The intersection is the midpoint between the Fiske and Schofield Schools. The Cedar Street interchange is also congested during the morning and evening commuting hours, as traffic to and from Needham and Dover enter and exit Route 9 at this interchange. Vehicles may easily miss direct access to the Site due to the 50 mph speed limit and limited turning radius. Visitors driving past the Site will then have to “turn around” and either impact the neighborhood or add to the existing traffic at the Cedar Street interchange.

**Utilities**
Existing water and sewer lines are present at Worcester Street in front of the property. MassDOT will commence repaving Route 9 in the summer/fall of 2018 and the Town anticipates there will be a 5-year moratorium on cutting into the pavement.

**Proposed Parking**
The parking for the Site includes 98 parking spaces, or 1.53 spaces per unit. The plan includes 10 stackers on the upper parking deck. The proposal does include visitor parking spaces or an area for deliveries, which is critical since on-street parking along Worcester Street is prohibited. In addition to the complication of stackers, the proposed parking has two parking levels with separate entrances. At best, the on-Site circulation is confusing.

Public Transportation
The Site has limited public transportation access. The MetroWest Regional Transit Authority operates the Route 1 bus along Route 9 with a limited schedule Monday through Friday. Residents seeking to take the Route 1 bus would have to walk to the Cedar Street interchange to get the bus. The Applicant has indicated they would work with the MWRTA to provide access. The Town doubts that MWRTA will change its routes for the Applicant given the directional nature of the MWRTA and the lack of ability to “turn around” on Route 9. The other public transportation services noted in the Applicant’s submittal are all located in Newton. Access to those would require a safe route along Route 9 through the 128/95 interchange. Currently, there are no sidewalk connections from the property heading eastbound until after Dearborn Street, but sidewalks have been improved through the Route 9/Route 128 interchange. There are no sidewalk connections heading west along the eastbound side of Route 9 to Willow Street or Burke Lane in order for pedestrians to reach Cedar Street for the Route #1 bus. In summary, there are virtually no public transit options in the vicinity of the proposed project.

Landscape
There are no landscaping plans submitted in the application. The proposed Site plan indicates a number of trees will be removed within the property but does not indicate in any way what proposed screening is proposed for the Site. Additionally, a retaining wall is proposed along the entire rear portion of the Site, abutting Town conservation land, which has not been detailed in any way and could potentially detrimentally impact Town-owned land. As noted above, Mr. Behrend is currently under controlled construction, requiring oversight from a structural engineer, for a retaining wall failure at 16 Mountview Road, Wellesley, MA after the retaining wall collapsed.

Construction Management
The Town has significant concerns with respect to the ability of this developer to construct this project on this Site. Parking for construction workers in addition to Site equipment will be challenging to accommodate on Site and therefore will significantly impact the adjacent neighborhoods as parking is not allowed on Route 9. Deliveries will need to be expertly coordinated and offsite parking of workers will be required. Parking, even of a temporary nature in the shoulder of Route 9, given the proximity to the Route 9 turnaround represents a significant safety concern to the Town and has the potential to significantly impede residents accessing the turnaround on Route 9. The developer has not stated in the Site application how construction would be staged and coordinated.

Wellesley’s Progress on Affordable Housing
As you are aware, the Town has recently been inundated with 40B Site Eligibility notices. While the Town has not yet reached 10% threshold of affordable housing inventory, the Town has been making steady progress over the last 15 years in increasing the Subsidized Housing Inventory and anticipates meeting the 10% by 2019-2020. The Town is in the final stages of completing a Housing Production Plan to assist the Town in expanding its range of housing, including affordable housing, housing suitable for elder residents and those who wish to downsize and remain in Town, housing accessible to members of the local workforce, and housing for young families. We anticipate this plan to be complete in September 2018. The Town has also passed a number of zoning provisions to assist with affordable housing as redevelopment opportunities in Wellesley’s commercial districts arise. As of October 18, 2017, the Town is at 6.33% of its 10% goal, with 36 units to be added to the Subsidized Housing Inventory within the next several weeks. Below are the Town’s actions that have supported development of affordable housing:

Major Recent Developments
Housing Production Plan: The Town’s Housing Production Plan (“HPP”) is nearing completion with adoption by the Town expected in September 2018. The Town has held three well-attended public workshops regarding the HPP.

On June 4, 2018, John Hancock announced that it will be redeveloping the Wellesley Office Park site and would like to partner with the Town to construct 350 housing units.

In March of 2018, the Board of Selectmen with assistance from the Planning Board released an RFP to develop the Tailby and Railroad Parking Lots for affordable housing and parking. Six proposals were submitted to the Town on June 1, 2018. A working group comprised of Town staff and citizens is currently reviewing the proposals and will issue a recommendation to the Board of Selectmen this summer.

April 2018: Town Meeting approved the transfer of $200,000 to the Wellesley Housing Authority from the Community Preservation Committee with support of the Board of Selectmen to study the redevelopment potential of the Wellesley Housing Authority’s Barton Road site to create a mixed income development, replace the current 89 units of family housing with modern, improved units, and potentially add additional affordable units.

Legal Changes to Promote Affordable Housing

The Town adopted the Inclusionary Zoning Bylaw (“IZB”) in 2004 which requires residential projects in commercial districts to provide 20% affordable housing, and commercial projects over 10,000 square feet to provide 2% affordable housing (1 unit for every 50,000 square feet constructed). 2005: The Town modified the IZB to require subdivisions having more than five lots to comply with the Bylaw at 20% threshold.

2007: The Town modified the definition of Floor Area Ratio in the Zoning Bylaw to exclude affordable units developed under the IZB from being included in the FAR to increase density and increase opportunities for affordable housing units in commercial districts.

New units and affordable unit funding resulting from IZB changes:

- 2007: The Linden Square project was completed, wherein seven affordable housing units were created under the IZB (The Town recently discovered these units were missing from Town’s SHI and are being added now).
- 2007/2008: Permitting began for projects at 978 Washington Street and the former Wellesley Inn site at 576 Washington Street in Wellesley Square; these projects were delayed due to the recession, but both have now been completed, resulting in seven SHI-eligible units at 978 Worcester and 5 SHI-eligible units at 576 Washington Street. Both projects were developed under the Town’s Zoning and subject to the IZB; 978 Worcester St. also resulted in payment in-lieu funds for 1 unit.
- 2010: The permitting of a CVS resulted in the payment of in-lieu funds under the IZB.
- 2013: The Town amended the Wellesley Square Zoning District to create a special permit to increase density. This benefited and allowed the previously stalled Wellesley Inn project to proceed.

Additional New Units

- 2004: The Town’s Community Preservation Committee funded $65,000 in addition to HUD funds to create a DMR house at 4 Marshall Road (SHI).
- 2012: A project was permitted at 27 Washington Street, resulting in the development of 82 SHI-eligible units, as well as seven assisted living units not SHI-eligible but permanently deed restricted to be affordable.
- 2012: The Wellesley Housing Development Corporation purchased a two-family dwelling at Peck Ave and a single-family dwelling at 6 Mellon Road, renovating the homes and creating three affordable units. At this time the Town also purchased 9 Highland Road. Although it is not on SHI, it is affordable due to deed restriction not complying with DHCD requirements (Must wait to add on resale per DHCD).
- 2013/2014: a 40B project was approved at 139 Linden Street and added two SHI units in October 2017.

Planning Actions to Promote Affordable Housing

- The 2007-2017 Comprehensive Plan recommended actions for affordable housing, including examining the feasibility of using Town-owned parcels for affordable housing and modifying the zoning bylaws to encourage housing diversity, both of which the Town has and continues to implement and explore.
- 2016 to Present: The Town has developed the first Unified Plan in the Commonwealth that brings together the Town’s Strategic Plan and Comprehensive Plan. The complete draft is available on www.wellesleyunifiedplan.com. The Selectmen and Planning Board will adopt the final plan this month that includes a housing strategy that employs a variety of mechanisms to increase housing type and affordability.
- March 2018: Town Meeting appropriated to the Planning Board funds to develop a sub-area study and plan, with additional funds to be provided from the Community Preservation Committee, with a focus on development/development opportunities in a defined area to support the development of additional affordable housing.

For reference, 40B projects currently in Comprehensive Permit Review are:

1. Delanson Circle (90 Units) - MHP
2. 148 Weston Road (55 Units) - MassHousing
3. 135 Great Plain Avenue (44 Units) - MassHousing

40B Projects approved for Site Eligibility

1. 16 Stearns Road (24 Units)- MassHousing
2. 680 Worcester Street (Previous proposed 20 Units) - MassHousing

Based on all of the reasons articulated above, the Town believes that the proposed development is poorly designed and too intense for a site that is under an acre in size. A project of a more suitable scale may work well on this Site; however, the Town has serious concerns with this Applicant’s ability to safely execute any plan on this Site.

Sincerely,

Jack Morgan, Chair
Marjorie R. Freiman, Vice Chair
Ellen F. Gibbs
Beth Sullivan Woods
Thomas H. Ulfelder
ZBA 90-17
Petition of Dean Behrend
136 Worcester Street

Pursuant to due notice, the Permit Granting Authority held a Public Hearing on Thursday, March 22, 1990 at 8 p.m. in the Selectmen’s Meeting Room (Conference Room B) of the Town Hall, 525 Washington Street, Wellesley, on the petition of DEAN BEHREND requesting a variance from the terms of Section II A 7 and pursuant to the provisions of Section XXIV-D of the Zoning Bylaw to allow construction of an oversized one and 1/2 story garage, approximately 40 feet by 25 feet for the dual uses of horticulture and automobile storage at 136 WORCESTER STREET, in a Single Residence District. The size of said garage is larger than a garage which is accessory to a single family use, much less customary or incidental to such use.

On March 5, 1990, the petitioner requested a hearing before this Board and thereafter due notice of the hearing was given by mailing and publication.

Presenting the case at the hearing was Dean Behrend, who presented photographs of the area and of the existing house, which will be his residence when the remodeling has been completed. Mr. Behrend said that annuals and perennials would be grown inside the garage and that the extra length is needed to store soils and trays necessary for potting the plants before moving them to the greenhouse. Using the plans submitted, Mr. Behrend showed that the transfer of the plants from the garage to the greenhouse would be an internally contained process. The garage would also be used to store two automobiles.

Mr. Behrend stated that all of the equipment used in his landscaping construction business is held on his site in Natick, and none of it would ever be held on the subject property. The subject property would be used for holding plants, trees and shrubs. Large plants acquired would be temporarily planted for use at another site in the future. The subject site might also be used as a nursery, but no customers would come to the site. The additional 8,859 square foot lot would be used as a holding area for nursery stock.

Rose Cioppa, 114 Worcester Street, was concerned that fertilizer would be stockpiled on the property and that trucks would be coming through Dearborn Street. She was afraid that the property would not be well maintained as there had been problems on the site in the past.

Mr. Behrend said that the property has already been cleaned up and will be maintained in an orderly manner.
Statement of Fact

The subject property is located at 136 Worcester Street, in a Single Residence District, on a 19,370 square foot lot on which a conforming single family residence is located. The petitioner also owns an 8,859 square foot lot fronting on Worcester Street, which abuts the subject property on the easterly lot line.

The petitioner is requesting a variance to construct an oversized garage, approximately 40 feet by 28 feet which will be attached to a proposed greenhouse. The garage will be used for the storage of two automobiles as well as storage of plant and potting materials and the assembling of plant trays to be used in the greenhouse. The size of the garage is larger than that which can properly be said to be accessory to a single family use or customary or incidental to such use as required in Section II A 7 of the Zoning Bylaw which states:

"Such accessory uses as are customary in connection with the uses enumerated in clauses 1, 2, 3, 4, 5, or 6, and are incidental thereto, including a private garage and a private stable."

A Plot Plan dated February 12, 1990, drawn by John J. McDonnell, Registered Land Surveyor; construction drawings and elevations dated 2/5/90, revised 2/14/90; and photographs were submitted.

The Planning Board, on March 13, 1990, reviewed the petition and were unsure whether the proposed construction is allowed by right in the district. If the use was to be determined as prohibited, the Board would oppose granting a variance.

Decision

This Authority has made a careful study of the evidence presented. The oversized garage is larger than a garage constructed as a customary accessory use for a single family dwelling.

It is the opinion of this Authority that in this particular instance, both of the proposed uses for which the garage will be constructed are allowed under Section II of the Zoning Bylaw. Section II 5 states:

"Agriculture, horticulture, floriculture, including the use of the premises for the sale of natural products raised thereon..."

is a use allowed by right in a Single Residence District. Accessory uses customary to this use, as well as private garages are allowed by right in a Single Residence District, as stated in Section II A 7 of the Zoning Bylaw and quoted in the foregoing Statement of Facts.

It is the opinion of this Authority that the combination of the two allowed uses which necessitates the size of the garage being larger than customary can be allowed in this particular instance.
ZBA 90-17
Petition of Dean Behrend
136 Worcester Street

It is the further opinion of this Authority that a literal enforcement of the provisions of Section II of the Zoning Bylaw would involve a substantial hardship to the petitioner and that desirable relief may be granted without substantially derogating from the intent or purpose of the Zoning Bylaw.

Therefore, the requested variance is granted to construct a garage in accordance with the Plot Plan and construction drawings submitted as noted in the foregoing Statement of Facts subject to the following conditions:

1. That there shall be no outside storage of trucks or heavy equipment on the property.

2. That no equipment or vehicles used in the petitioner's landscaping business shall be kept at the subject location at any time.

3. That there shall be no outside storage of loam, fertilizer, seed or any other materials related to any horticultural activity on the property.

4. That all conditions imposed by the Wetlands Protections Committee shall be met.

The Inspector of Buildings is hereby authorized to issue a permit for the construction upon his receipt and approval of a building application and construction plans.

If the rights authorized by a variance are not exercised within one year of the date of grant of such variance, they shall lapse and may be re-established only after notice and a new hearing pursuant to Section XXIV-D of the Zoning Bylaw.

APPEALS FROM THIS DECISION, IF ANY, SHALL BE MADE PURSUANT TO GENERAL LAWS, CHAPTER 40A, SECTION 17, AND SHALL BE FILED WITHIN 20 DAYS AFTER THE DATE OF FILING OF THIS DECISION IN THE OFFICE OF THE TOWN CLERK.

cc: Planning Board
Inspector of Buildings

edg

John A. Donovan, Jr., Chairman
Kendall P. Bates
Robert R. Cunningham
Rose Mary Donahue  
9 Maple Road  
Wellesley, MA 02481  
(781) 237-6370

Board of Selectmen  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482-5992

Dear Friends:

I am writing to express my concerns regarding the proposed residential development at 136-140 Worcester Street. As a 25-year resident of this neighborhood, I am extremely concerned about the density of this project, its environmental impacts, and the traffic that will come with addition of 64 units of housing. I know these concerns are shared by many of my neighbors.

As you know, the project is located along an extremely busy and congested stretch of Route 9, a divided state highway with a speed limit of 50 mph along the frontage of the proposed project. As one of the few east-west routes to Boston, traffic on Route 9 is very heavy, and frequently impacted by traffic on the Mass Turnpike. The proposed development is a very short distance from the Route 9 and I-95/128 interchange, where 2 large office buildings and an office park are located. The interchange, which is highly channelized to provide access to the nearby office complexes and ramps to I-95, has undergone a total reconfiguration in the last several years. This has been very disruptive to the neighborhood. Although we hope the reconfiguration will make the interchange more safe, it will not reduce the volume of traffic in the area, and the installation of 3 additional traffic signals at the interchange has resulted in additional stoppages and queuing of traffic in the area.

All access and egress to and from the project site will be via Route 9. During the morning commute traffic is generally stopped in the area of the proposed driveways, and when it is moving it is bumper-to-bumper. Even during off-peak times, traffic is frequently heavy and moving at a high rate of speed. This is also an area with a very high volume of lane changes as cars maneuver to access the office complex driveways or the ramps to I-95. Morning traffic in this area is already very challenging. The additional traffic generated by the proposed units
(plans provide for 98 parking spaces) and the lane changes that will result from exiting traffic will create an even more difficult, if not dangerous, situation.

The developer notes the close proximity of the turn-around at the Wellesley-Gateway intersection. I use this turn-around all the time, frequently entering Route 9 eastbound from the ramp at Cedar Street. (The ramp is probably twice the distance from the turn-around as the proposed site driveways.) I frequently find myself waiting on the ramp for a sufficient break in traffic to allow me to safely travel from the right merge lane to the left turn lane at Wellesley-Gateway. Unless there is no traffic, I cannot imagine vehicles exiting the proposed development making their way across these busy travel lanes to execute a U-turn without disrupting the traffic flow. The distance is just too short.

The residential development, as proposed, will be completely dependent on vehicular access, as there is no sidewalk network on the south side of Route 9. Putting either pedestrians or bicycles on Route 9 in this vicinity would be unsafe, and any access to public transportation will require a car. The distances to Town amenities noted in the application, while short 'as the crow flies,' are not easily walkable from the site. The location of this project will require a car to access local services.

The site is also an important part of the local ecosystem. Construction will result in the removal of dozens of mature trees, if not clear-cutting of the entire site. This will significantly impact drainage in the area, which is already quite wet, and the replacement of green space with so much impervious surface is sure to impact drainage on abutting properties and the nearby conservation land. Light pollution from the site will also likely have negative impacts on the sensitive natural resources that abut the site, and the extensive construction activities required for a project of this size will inevitably disrupt the established habitat on this area.

I also have concerns regarding the density of the project. The massing of the proposed building will overwhelm the existing family neighborhood. At a height of 55 feet, the proposed five-story building will loom over nearby residences, and the current design includes many large windows. The light emanating from the building, along with that required for on-site surface parking, will greatly impact residents, including those to the north of Route 9. A building of this scale and design will forever alter the character of the neighborhood, and not in a beneficial way. Unfortunately, it appears that there was no effort to
design a project that would blend into and enhance the established neighborhood in which it is located.

I strongly support the Towns efforts to increase Wellesley's affordable housing, but this project is just too dense for this location. Furthermore, the project is not designed to integrate the proposed residential community into the existing neighborhood, but rather to isolate it. With two-thirds of proposed affordable apartments configured as one-bedroom units, the development will provide limited opportunities for families in need of affordable housing in our community — something that is sorely needed.

Thank you for the opportunity to comment on the proposal, and for the work you are doing to increase affordable housing options in Wellesley.

Sincerely,

Rose Mary Donahue
Dear Board of Selectmen,

My name is Yuncong Zhang. I am writing this letter to express our concerns regarding the proposed affordable housing development at 136-140 Worcester st. While we totally understand and support that there should be more affordable housing built in Wellesley, we think this is not an ideal location for such development.

Our biggest concern is the unavoidable negative impact on traffic. There are few factors: 1) This project is right in the middle of where traffic needs to turn west/east on route 9. Imagining all the cars coming out of this site who needs to go route 9 westbound, has to enter eastbound first, merge all the way to the left turn lane within an incredibly short distance, and probably get stuck on waiting for a left turn light. All the traffic that coming from east then needs to go around at cedar street, where traffic situation is already pretty bad, to get back to the site. 2) This is a big intersection in junction of route 95/128. Again during rush hour, the cars going eastbound are lined up until cedar street. Not mentioning the hassle for the neighborhood and public traffic, I can not imaging how the potential residence can easily and safely get in and out of the site. 3) There are 2 big office buildings that right around this traffic intersection. 4) this site is in the middle of Fiske snd Schofield schools. It will make school traffic and school buses more challenging to get around. 5) public safety. There are no side walks in front of the site, and no public transportation near by, and no commercials that's within walking distance from the site. It is not safe for the potential residence to do anything outside of the site without a vehicle. In a case of an emergency such as fire and medical, a worsened traffic will only have a negative impact on those who needs to be served quickly.

The traffic is our biggest concern for this project. Please remember that it is not just a problem for the neighborhood. It is going to be a problem for ANYONE who needs to drive through this area on daily basis.

Second thing is environmental concern. Because this is a heavy traffic intersection, it is so nice and necessary to have this green space as a buffer to the car pollution and dust. There are also many creatures who lives in this green space. Personally speaking, every once a while we get water problems in our basement and I know many of our neighborhoods have the same problem. It makes me worried if the trees get removed how is that going to impact the water table in this area.

Having a 64 unit residential complex built in this proposed location means more traffic, more pollution and less green space. These are all negative impacts for our neighborhood.

We are also concerned about the building construction itself. At a height of 55 feet, 5 story, it
is going to impacting how much natural light that many surrounding houses are getting. Many houses have little kids play in their yard, like myself have a 2 and 4 year old. We don't know how conformable we are to have a 5 story building right across the street from us, having many units that can look directly into our yard. We also think the design of the building is not blending to the neighborhood at all.

Last thing worries me is the reputation of the builder. We have learned that Mr. Behrend had many previous violations. We feel unsafe to have this developer doing any project near our neighborhood.

Your consideration and time is greatly appreciated.

Sincerely

Yuncong Zhang, Jianhua Tang
December 14, 2018

Mr. Dean Behrend
Riverview Crossing, LLC
869 Worcester Street
Wellesley, MA 02482

Re: The Crossings, Wellesley
Project Eligibility/Site Approval Application
MassHousing ID No. 994

Dear Mr. Behrend:

I write regarding the Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects (the “Application”) that you submitted to the Massachusetts Housing Finance Agency (“MassHousing”) in connection with your proposal to build 64 rental units on 41,795 square feet of land in Wellesley, Massachusetts (the “Project”). For the reasons set forth herein, MassHousing hereby denies the Application.

Massachusetts General Laws c. 40B, §§ 20-23 (“Chapter 40B”) promotes responsible housing growth by creating a streamlined permitting process for eligible projects that utilize subsidized financing to meaningfully accommodate lower-income residents. As the Supreme Judicial Court has recognized, Chapter 40B was enacted to address an acute shortage of decent, safe low- and moderate-cost housing throughout the Commonwealth. The success of the Chapter 40B program is of critical importance to the Commonwealth of Massachusetts as it has, since its enactment, supported the vast majority of affordable housing construction in Massachusetts outside of our largest cities.

MassHousing is an independent, quasi-public agency charged with providing financing for safe, affordable housing in Massachusetts. MassHousing takes its mission seriously, and integrity is among the core values that guide our culture. Indeed, some of the functions that MassHousing performs with respect to the Chapter 40B process are designed to prevent fraud and ensure compliance with the complex regulations governing Chapter 40B projects. Chapter 40B developers must strictly comply with the statute and applicable regulations, including adherence to affordability restrictions and limitations on profits and dividends. In turn, MassHousing must be able to rely on developers to be truthful and forthright throughout the process.
It has come to our attention that on May 8, 2018, one day before you signed the Application, you executed an Administrative Consent Order with Penalty and Notice of Noncompliance ("Consent Order") with the Massachusetts Executive Office of Energy and Environmental Affairs Department of Environmental Protection ("MassDEP"). The Consent Order states that the following facts and allegations led MassDEP to issue the order:

1) You asked for and received a fraudulent “clean house” report from an asbestos consultant that concealed the presence of asbestos at a single-family residence in Mashpee, after the consultant indicated that pipe insulation located in the basement of the property was visually identified as asbestos containing material.

2) You filed a Demolition Application with the Town of Mashpee that did not disclose that the consultant had visually identified the pipe insulation in the basement as asbestos containing material.

3) You demolished the single-family house at the Mashpee property, despite knowing the structure contained asbestos. The asbestos containing material was then placed in three roll-off containers, one of which was illegally removed from the Mashpee property.

4) You caused or otherwise allowed an asbestos abatement activity which resulted in an actual or potential threat to human health and safety.

5) You failed to disclose the presence of an above-ground oil tank in your demolition permit application to the Town of Mashpee.

6) You improperly buried the oil tank at the Mashpee property while it contained approximately six inches of “waste oil/sludge.”

We take these matters, which concern your actions as a developer, very seriously and conclude that this information is disqualifying with respect to the Application.

In addition, you did not disclose in the Application that three entities that you managed filed for bankruptcy during the last ten years. Your Application contains a “Certification” section. In this section, you were required to certify under pains and penalties of perjury whether, within the last ten years, you or any of the “Applicant Entities” have “ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy,” and, if so, provide a written explanation of any required disclosure. In response to this question, you checked “No.” Further, you certified that the information disclosed in the Application was “true, accurate and complete,” and you acknowledged that you “understood that MassHousing [would be] relying on this information in processing the request for Site Approval.”

In connection with its review of your Application, MassHousing became aware that Appian LLC, Appian
Corporation ("Appian Corp.") and Wellesley Realty Associates LLC ("Wellesley Realty") filed for bankruptcy within the past ten years. On August 10, 2009, Appian LLC filed a Voluntary Petition for Bankruptcy under Chapter 11 of the Bankruptcy Code. On June 20, 2012, Appian Corp. filed a Voluntary Petition for Bankruptcy under Chapter 11 of the Bankruptcy Code. On August 20, 2012, Wellesley Realty filed a Voluntary Petition for Bankruptcy under Chapter 11 of the Bankruptcy Code. The petitions and exhibits filed therewith indicate that you are the sole director of Appian Corp. and the manager of both Wellesley Realty and Appian LLC. Accordingly, you controlled the named Applicant in your Application, Riverview Crossing LLC, as well as Appian LLC, Appian Corp. and Wellesley Realty. Thus Appian LLC, Appian Corp. and Wellesley Realty all constituted "Applicant Entities" as that term is defined in the Application. Their bankruptcies should have been affirmatively disclosed to MassHousing in connection with the Application.

In addition, after we inquired about the bankruptcies, your subsequent explanation to MassHousing did not provide the forthrightness and candor that MassHousing expects and requires from Applicants for Chapter 40B Project Eligibility. This is particularly concerning because it relates to your failure to meet obligations under substantial construction loans.

For example, you stated to MassHousing that Appian Corp. was a corporate entity involved with the construction of a mixed-use project located at 978-980 Worcester Road in Wellesley and that the bankruptcies of Appian Corp. and Wellesley Realty were both related to that project. However, our review of the bankruptcy court records did not uncover any connection between Appian Corp. and the 978-980 Worcester Road project. Appian Corp.'s schedule of real property (Schedule A) and schedule of personal property (Schedule B) filed in connection with Appian Corp's bankruptcy petition indicate that its business was developing a different small residential subdivision in Wellesley; holding title to undeveloped residential land in Weston; and holding membership interests in a pair of limited liability companies connected to commercial properties in Wellesley. Neither the Appian Corp. bankruptcy schedules of real and personal property, nor the schedules of creditors and executory contracts indicate any connection to 978-980 Worcester Road.

Wellesley Realty appears to have sought bankruptcy protection after the construction lender for the 978-980 Worcester Road project encountered financial difficulties, was closed by the FDIC, and its successor-in-interest initiated foreclosure proceedings against Wellesley Realty. Appian Corp., on the other hand, was involved in the development of a different four-unit subdivision at 169 Grove Street in Wellesley. The principal remaining on its loan for this project was secured by one of the lots at 169 Grove Street and by 326 Glen Road in Weston. The bank initiated foreclosure proceedings and Appian filed for bankruptcy protection the evening before the scheduled foreclosure auction, not in connection with the 978-980 Worcester Road project.

For all of these reasons, MassHousing hereby denies the Application. MassHousing is also suspending you immediately from further participation in MassHousing’s Chapter 40B site approval process.
Sincerely,

[Signature]

Paul McMorrow
Director of Communications & Policy

cc: The Honorable Cynthia Stone Creem
    The Honorable Richard J. Ross
    The Honorable Alice Hanlon Peisch
    Jack Morgan, Chair, Wellesley Board of Selectmen
    Richard L. Seegel, Chair, Wellesley Zoning Board of Appeals
    Blythe C. Robinson, Wellesley Executive Director
    Michael D. Zehner, Planning Director
8. Trinity Consent Letter

The Board of Selectmen voted last November to select Trinity as the winning respondent to the Town’s Request for Proposals on the Railroad and Tailby Lots. Trinity would like a formal written acknowledgment that the Town has accepted the proposal. Trinity has established a list of residents and groups to begin informal discussions on the project and would like formal authorization to proceed.

MOVE to endorse the Consent Letter for Trinity Financial Inc.
April ____, 2019

Patrick Lee
Trinity Wellesley Square Limited Partnership
c/o Trinity Financial, Inc.
75 Federal Street, Fourth Floor
Boston, MA 02110

RE: Letter of Designation
Request for Proposals
Tailby and Railroad Parking Lots Development Project

Dear Mr. Lee:

I am pleased to inform you that the Wellesley Board of Selectmen (the "Selectmen") has designated Trinity Financial Inc., which will be acting through its affiliate, Trinity Wellesley Square Limited Partnership, as developer (the "Designated Developer") for the Tailby and Railroad Parking Lots Development Project, based on the Designated Developer's response to the above-referenced Request for Proposals ("RFP") submitted to the Selectmen on June 1, 2018.

The Designated Developer's acknowledgment of this Letter of Designation signifies that the Designated Developer will: (1) in good faith negotiate the terms of a long-term ground lease ("Ground Lease") as described in the RFP, and (2) comply with all the terms, provisions, and requirements of the RFP and the documents attached thereto, subject to modification as may be agreed to by the parties. The RFP is expressly incorporated and made a part of this Letter of Designation.

The Selectmen reserves the right to terminate the designation and rescind this Letter of Designation in the event the Selectmen determines, after a reasonable period of time and good faith negotiations, that it is unable to come to an agreement with the Designated Developer on terms and conditions of the Ground Lease. Any such rescission shall not give rise by the Designated Developer or the Selectmen to any cause of action for damages, costs, and/or claims for reimbursement of any type, nature, or amount against the other, its agents, or its funding agencies. All capitalized terms used herein have the same meaning as set forth in the RFP unless otherwise defined herein. This designation shall be in effect until it is either terminated or superseded by the execution of a mutually acceptable Ground Lease.

Kindly signify your acknowledgment of the designation by signing in the space indicated below and returning the same within seven (7) days of receipt of the Letter of Designation. Please contact Blythe Robinson, Executive Director, at 781-431-1019, ext. 2201 if you have any questions.

Sincerely,

ACKNOWLEDGED AND AGREED:

____________________________
Jack Morgan, Chairman

By: Trinity Wellesley Square GP LLC, its general partner

By: Patrick Lee, Authorized Signatory

Date: ____________________
## Tailby/Railroad Redevelopment
### Listening Tour Outreach

<table>
<thead>
<tr>
<th>Updated</th>
<th>4/3/2019</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ben Rush</td>
<td>Wellesley Theatre Project</td>
<td><a href="mailto:rush@wellesleytheatreproject.org">rush@wellesleytheatreproject.org</a></td>
<td></td>
</tr>
<tr>
<td>Michael Scholl</td>
<td>Wellesley Arts Alliance</td>
<td><a href="mailto:mscholl@gi.insure">mscholl@gi.insure</a></td>
<td></td>
</tr>
<tr>
<td>Hillary Drew</td>
<td>Wellesley Theatre Project</td>
<td><a href="mailto:hillary@wellesleytheatreproject.org">hillary@wellesleytheatreproject.org</a></td>
<td></td>
</tr>
<tr>
<td>Darlene Howland</td>
<td>Wellesley Players</td>
<td><a href="mailto:dhowland@wellesley.edu">dhowland@wellesley.edu</a></td>
<td></td>
</tr>
<tr>
<td>Laura Fragasso</td>
<td>Wellesley Women Artisans</td>
<td><a href="mailto:lfragasso@gmail.com">lfragasso@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Demian Wendrow</td>
<td>Wellesley Square Merchants Association</td>
<td><a href="mailto:demian@londonharness.com">demian@londonharness.com</a></td>
<td></td>
</tr>
<tr>
<td>Maura O’Brien</td>
<td>Wellesley Chamber of Commerce</td>
<td><a href="mailto:mobrien@wellesleychamber.org">mobrien@wellesleychamber.org</a></td>
<td>781-235-2446</td>
</tr>
<tr>
<td>Anne Marie Towele</td>
<td>College Heights Neighborhood Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joel Bloom</td>
<td>College Heights Neighborhood Association</td>
<td>jrbloom@<a href="mailto:1019@gmail.com">1019@gmail.com</a></td>
<td>781-274-9300</td>
</tr>
<tr>
<td>Annie Newman</td>
<td>College Heights Neighborhood Association (architect by training, also an artist)</td>
<td><a href="mailto:annethrushnewman@gmail.com">annethrushnewman@gmail.com</a></td>
<td>617.459.7242</td>
</tr>
<tr>
<td>Carl F. Damigella, Director of Community Relations &amp; Outreach</td>
<td>Metro West Regional Transit Authority</td>
<td><a href="mailto:carl@mwrta.com">carl@mwrta.com</a></td>
<td>Ph: 508-935-2222; cell: 774-410-4607</td>
</tr>
<tr>
<td>Peter Paravalos, Director of TOD Development</td>
<td>MBTA</td>
<td><a href="mailto:PParavalos@mbta.com">PParavalos@mbta.com</a></td>
<td>617-222-5678</td>
</tr>
<tr>
<td>Marianne Cooley, Executive Assistant to the President</td>
<td>Wellesley College</td>
<td><a href="mailto:mcooley@wellesley.edu">mcooley@wellesley.edu</a></td>
<td>781.283.3344</td>
</tr>
<tr>
<td>Phyllis Theermann</td>
<td>Sustainable Wellesley</td>
<td><a href="mailto:phyllis@theermann.com">phyllis@theermann.com</a></td>
<td></td>
</tr>
<tr>
<td>Paul Grant</td>
<td>Owner of 127 Linden Street and One Hollis Group</td>
<td>617-772-0225, ext. 224</td>
<td></td>
</tr>
<tr>
<td>Deb Buhler</td>
<td>Our Affordable Wellesley</td>
<td><a href="mailto:debbuhler@gmail.com">debbuhler@gmail.com</a></td>
<td>617-461-7286</td>
</tr>
<tr>
<td>Sarah Butter</td>
<td>Pastor, Village Church</td>
<td>781-235-1988, ext. 12</td>
<td></td>
</tr>
<tr>
<td>To Be Determined</td>
<td>Bullfinch Group/Owner of 1 Grove Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>?</td>
<td>Wellesley Commuters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Becca Rausch</td>
<td>State Senator</td>
<td><a href="mailto:Becca.Rausch@masenate.gov">Becca.Rausch@masenate.gov</a></td>
<td>617-722-1555</td>
</tr>
<tr>
<td>Cynthia Creem</td>
<td>State Senator</td>
<td><a href="mailto:cynthia.creem@masenate.gov">cynthia.creem@masenate.gov</a></td>
<td>617-722-1639</td>
</tr>
<tr>
<td>Alice Peisch</td>
<td>State Representative</td>
<td><a href="mailto:alice.peisch@mahouse.gov">alice.peisch@mahouse.gov</a></td>
<td>617-722-2070</td>
</tr>
</tbody>
</table>
9. **Approve 900 Worcester Sublease**

The 900 Worcester Street Ground Lease allows for Wellesley Sports Center to enter into subleases, without further Town approval, for concessions, training, and physical therapy. Steward Medical Inc. is a proposed subtenant that qualifies as a physical therapy and training facility. Steward Medical would like to lease 6,888 square feet on the upper floor of the Sports Center. Brian DeVellis has indicated they have also purchased naming rights for the facility. Steward Medical has asked, given their investment into the project, that the Town sign a consent agreement to the sublease. Town Counsel has reviewed the Consent to Sublease document and has signed off on the terms. Town Counsel did want to note, the Town is not obligated to sign this document as the Ground Lease allows for this use, and signing of the document is more of a courtesy in this instance rather than necessity. A provision of the Consent to Sublease document “**3. Recognition: Attornment**” would confer rights which state that if the Tenant (Brian/WSC) should go bankrupt, the Town would take on the tenant/landlord role with Steward Medical.

MOVE to execute the Consent to Sublease Agreement pending signature from Steward Medical Inc.
made or taken by the Town on such property or as a result of any re-entry by the Town onto the Premises or otherwise. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Ground Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by the Town or Town Parties under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of the Town Parties; provided, however, that nothing contained herein shall prevent the Town from exercising any other rights under the Lease.

ARTICLE 10
TRANSFER OF TENANT’S INTEREST

10.1 Assignment by Tenant. Tenant shall not assign this Ground Lease or any interest in this Ground Lease or sublet or permit any other person to occupy or use the Premises or any portion thereof except as provided herein:

(a) Tenant may assign or sublet this Ground Lease or any interest therein upon written consent of the Town, which may not be unreasonably withheld, conditioned or delayed. For purposes hereof, the term assignment shall include a reorganization, dissolution or merger of Tenant or its general partner, whether by operation of law or otherwise, the admission of any new general partner or the withdrawal of its current general partner, or a transfer of fifty percent (50%) or more of the ownership interests in Tenant. Notwithstanding the foregoing, Tenant may enter into one or more leases with the following occupants of the facilities without the consent of the Town: (i) one or more concessions; (ii) physical therapy; and (iii) training. Any such sublease shall be made expressly subject to this Ground Lease and to the conditions hereof and provided that Town is provided with a copy of said sublease or other occupancy agreement and that such occupant carries insurance covering liability to property and persons of at least $1,000,000 per occurrence and names the Town as an additional insured.

(b) Tenant shall not otherwise assign this Ground Lease or any interest in this Ground Lease or sublet or permit any other person, to occupy or use the Premises or any portion thereof without the prior written consent of the Town, which consent may be withheld in the Town’s reasonable discretion, subject to the foregoing provisions.

10.2 Leasehold Mortgages.

(a) Notwithstanding anything to the contrary contained in this Ground Lease, Tenant may, upon written notice to the Town, given prior to closing, from time to time, encumber, hypothecate, assign or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders, a state agency lender, or other lenders, as partial security for a loan or loans (collectively, a “Permitted Institutional Mortgage”; the holder of such Permitted Institutional Mortgage, is referred to as a “Permitted Institutional Mortgagee”). Each such Permitted Institutional Mortgage shall be expressly subject to the terms and conditions of this Ground Lease. Tenant shall promptly deliver to the Town a true copy of the Permitted Institutional Mortgage and any assignment thereof. Tenant shall notify the Town of the address of the Permitted Institutional Mortgagee to which notices may be sent. The Town
CONSENT TO SUBLEASE

This Consent to Sublease ("Agreement") is made as of March ______, 2019 ("Effective Date"), by and among the Town of Wellesley, a Massachusetts municipal corporation ("Landlord"), and Wellesley Sports Center LLC, a Delaware limited liability company ("Sublessor"), and Steward Medical Group, Inc., a Massachusetts non-profit corporation ("Tenant"). Landlord, Sublessor, and Tenant may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Sublessor, as tenant, and Landlord, as landlord, are parties to that Ground Lease, dated March 2, 2017 ("Lease"), with respect to the property located at 900 Worcester Road, Wellesley, Massachusetts ("Leased Premises"), subject to the terms and conditions set forth in the Lease;

WHEREAS, Tenant desires to sublease the a portion of the Leased Premises from Sublessor, and Sublessor desires to sublease a portion of the Leased Premises to Tenant, consisting of approximately 6,888 square feet ("Subleased Premises"), subject to the terms and conditions set forth in that certain Sublease Agreement, dated March ____, 2019 ("Sublease"), a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, Landlord is willing to consent to Sublessor’s subleasing the Leased Premises to Tenant pursuant to the Sublease, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Parties hereby acknowledge and agree that all of the recitals set forth above are true and accurate, and are hereby incorporated by reference.

2. Consent; Subordination. Landlord hereby consents to Sublessor’s subletting of the Leased Premises to Tenant pursuant to the Sublease, subject to the terms and conditions set forth in this Agreement. The Sublease shall be subject and subordinate at all times to the Lease and to all of its provisions, covenants and conditions. Except as otherwise set forth in this Agreement, in case of any conflict between the provisions of the Lease and the provisions of the Sublease, the provisions of the Lease shall prevail unaffected by the Sublease as between Landlord, on the one hand, and Sublessor and Tenant, on the other hand. Sublessor hereby agrees that the obligations of Sublessor under the Lease shall not be discharged or otherwise affected by this Agreement or the Sublease, and Sublessor hereby reaffirms its primary liability for the performance of all obligations to be performed by Sublessor as the tenant under the Lease. Nothing contained in this Agreement shall be deemed or serve to release Sublessor as tenant under the Lease from any liability, obligation, or duty which Sublessor may have as tenant under the Lease.
3. **Recognition; Attornment.** Landlord and Tenant hereby agree that if the Lease is terminated for any reason prior to the expiration or earlier termination of the Sublease other than as a result of damage or destruction of the Leased Premises by fire or other casualty, then (a) Landlord shall recognize the Sublease and Tenant’s rights under the Sublease, and (b) Tenant shall recognize and attorn to Landlord as Tenant’s landlord under the Sublease, in both cases, as fully and completely as if the Sublease were a direct lease between Landlord, as landlord, and Tenant, as tenant. Landlord and Tenant each agree, upon request of the other the Party after termination of the Lease, to execute from time to time instruments to evidence and confirm such recognition and attornment.

4. **Insurance.**

   (a) In accordance with the terms and conditions of the Lease, the Sublease requires Tenant to keep and maintain all insurance as may be required under Section 6.3, Section 6.4, Section 6.5 and Section 6.6 of the Lease, as more particularly set forth in the Sublease; provided, however, the Parties acknowledge and agree that Tenant’s commercial general liability insurance and umbrella liability insurance is written on a per claim basis, but the terms of Section 6.3 and Section 6.6 of the Lease require these policies to be written on a per occurrence basis, and Tenant’s commercial general liability insurance does not have an aggregate limit per location endorsement required by Section 6.3 of the Lease.

   (b) Notwithstanding anything to the contrary contained in the Lease, the Sublease, or this Agreement, the Parties further acknowledge and agree that (1) Tenant may satisfy its obligation under the Sublease with respect to the insurance requirement set forth in Section 6.3 and Section 6.6 of the Lease with insurance policies that are written on a per claim basis if (i) such policies otherwise satisfy the requirements of Section 6.3 and Section 6.6 of the Lease, and (ii) Tenant maintains such policies, or similar replacement policies, for a period of three (3) years following the expiration or termination of the Sublease, and (2) Tenant’s commercial general liability insurance shall not be required to have an aggregate limit per location endorsement contemplated by Section 6.3 of the Lease.

5. **Assignment and Sublease.** Notwithstanding anything to the contrary contained in the Lease, the Sublease, or this Agreement, the Parties acknowledge and agree that Tenant shall have the right, without being required to obtain the consent of Landlord or Sublessor, to (a) enter into an assignment or sublease with: (i) a direct or indirect parent corporation or entity; (ii) any direct or indirect subsidiary corporation or entity of Tenant or Tenant’s direct or indirect parent corporation or entity; (iii) an affiliated entity in which Tenant or its subsidiaries or parent corporation or entity directly or indirectly holds a majority of the outstanding shares of ownership interest, or (iv) an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant’s assets are transferred, and (b) enter into a sublease or license agreement with a third-party solely for the purpose of providing yoga services at the Subleased Premises as long as such sublease or license agreement requires such third-party to perform reasonable screening of its employees and staff at the Subleased Premises, including without limitation, completing a standard Criminal Offender Record Information check for each employee.
6. **Mutual Representations and Warranties.** The Parties respectively represent and warrant to each other that: (a) each has the requisite power and authority to enter into this Agreement, (b) all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Agreement, (c) the signatories executing this Agreement on behalf of each of the Parties have been duly authorized and empowered to execute this Agreement, and (d) this Agreement is valid and shall be binding upon and enforceable against each of the Parties.

7. **Binding Effect.** This Agreement is being executed by the Parties hereto and shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns, and shall be effective as of the Effective Date.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, binding on all of the Parties. Delivery of an executed counterpart to this Agreement by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Agreement.

[Signatures to appear on following page]

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, Landlord, Sublessor, and Tenant have executed this Agreement as of the Effective Date.

LANDLORD

Town of Wellesley

By its Board of Selectmen

By: _______________________________

Name: _______________________________

Title: _______________________________

SUBLESSOR

Wellesley Sports Center LLC

By: _______________________________

Name: _______________________________

Title: _______________________________

TENANT

Steward Medical Group, Inc.

By: _______________________________

Name: _______________________________

Title: _______________________________
Exhibit A

Sublease

[See following pages]
SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter “Sublease”), is made as of the ____ day of March 2019 between Wellesley Sports Center LLC, a Delaware Limited Liability Company (hereinafter "Landlord”), and Steward Medical Group, Inc., a Massachusetts non-profit corporation (hereinafter “Tenant”).

WHEREAS; the parties hereto wish to enter into an agreement for the sublease of certain space to be erected by Landlord, upon and subject to the terms and conditions set forth in this Sublease;

Now, therefore, the parties hereto agree as follows:

WITNESSETH, THAT:

1. LEASED PREMISES. Landlord, subject to the terms and conditions of this Sublease, leases to Tenant the premises (hereinafter the "Leased Premises") as shown on the plans attached hereto as Exhibit A, consisting of approximately 6,888 useable square feet located in the Wellesley Sports Center (the “Building”) to be constructed by the Landlord at 900 Worcester Road, Wellesley, MA (the “Property”).

Tenant and its agents, employees, guests, customers, and invitees shall have access to the common areas to which Tenant reasonably needs access for purposes of entry into the Leased Premises, including parking in common with other users of the Property, and other related activities and to other common areas accessible by all (subject to reasonable rules and regulations governing use enacted from time to time). Tenant shall not have access to pool, rinks or turf. Landlord represents and warrants that, from and after the date the Tenant occupies the Leased Premises, the Leased Premises and the Property will and shall continue to comply with all laws, zoning ordinances, governmental regulations, covenants and restrictions applicable to the Leased Premises and the Property.

2. PERMITTED USE. Throughout the Term (as defined in Section 3), Tenant shall the exclusive right to use the Leased Premises for the operation of a Strength Training & Physical Therapy center, to include group and private conditioning, rehabilitation and therapy programs, clinic space to treat and evaluate patients, wellness area for pilates, sports training, and yoga, as well as such other ancillary uses reasonably related thereto. Throughout the Term, Landlord shall not permit any person or entity other than Tenant to use any portion of the Property for the operation of a Strength Training & Physical Therapy center, including any group and private conditioning, and rehabilitation and therapy programs, unless otherwise expressly approved in writing by Tenant, which approval may be withheld in Tenant’s sole and absolute discretion. Landlord acknowledges that (i) this exclusive right is essential to the success of Tenant’s operations at the Leased Premises, (ii) this covenant will not constitute an unreasonable hardship or deprive Landlord of the ability to adequately own, operate, utilize, and/or lease the Property, (iii) Tenant would sustain irreparable harm and damage in the event that Landlord violates this covenant, and (iv) that damages would not provide an adequate remedy to Tenant in the event of such violation by Landlord, and therefore, in addition to the other remedies available to Tenant under this Sublease, at law, or in equity, Tenant shall be entitled to seek injunctive relief to enforce this exclusive use covenant.

3. TERM. The Term shall commence on the later of (i) June 1, 2019 or (ii) the date Landlord receives the certificate of occupancy for the Building (the “Commencement Date”) and shall continue through and including May 31, 2024 (the “Termination Date”), as such term may be extended from time to time pursuant to this Sublease, and unless sooner terminated as herein provided (the “Term”). The Leased Premises will be delivered to Tenant at such time as Landlord obtains a Certificate of Occupancy for the Building and the Leased Premises conforms to the requirements of Section 6.1 of this Sublease. Although Landlord anticipates that it will be able to deliver the Leased Premises to Tenant on or before June 1, 2019, Tenant understands that the Property is currently under construction and Landlord cannot guarantee a Commencement Date on or before that date. Upon Landlord’s delivery of the Leased Premises to Tenant, Landlord and Tenant shall each execute a document confirming the actual Commencement Date (hereinafter “Tenant Occupancy Letter”). The term “Lease Year” as used in this Sublease shall mean (i) each twelve (12)-month period commencing on the Rent Commencement Date (as defined in Section 5(1)), except that if the Rent Commencement Date does not occur on the first day of a calendar month, the first Lease Year shall commence on the Rent Commencement Date and terminate on the last day of the month in which the first anniversary of the Rent Commencement Date occurs, and (ii) each successive period of twelve (12) calendar months thereafter during the Term.
4. **EXTENSION OPTIONS.** Tenant shall have five (5) options to extend the term hereof for a period of five (5) years each. To exercise the extension options hereunder the Tenant must give written notice of the exercise of said option given to Landlord at least nine (9) months prior to the expiration of the initial term hereof or the then extension term, as applicable, time being of the essence. Further, no such election shall be effective if the Tenant is in default of any of the terms and conditions hereof beyond any applicable notice and cure period at the time of exercise of any option hereunder. In the event that Tenant duly provides Landlord with such written notice, this Sublease shall be automatically extended for such extension term upon all of the terms, conditions, covenants, and agreements of this Sublease without the need for the parties to execute any additional documents.

5. **RENT.**

   (1) **Term Rent.** For the purposes of this Sublease, the term “Rent Commencement Date” shall mean the earlier to occur of (i) the date occurring ninety (90) days after the Commencement Date, or (ii) the date Tenant begins conducting its business operations at the Leased Premises; provided, however, Landlord and Tenant acknowledge and agree that Tenant’s construction and other activities to prepare the Leased Premises for Tenant’s use and occupancy shall not be considered conducting business operations at the Leased Premises for the purpose of determining the Rent Commencement Date. Beginning on the Rent Commencement Date and continuing thereafter throughout the Term of this Sublease (as may be extended in accordance with the terms hereof), the Tenant shall pay to the Landlord, at the address specified herein, or furnished pursuant hereto, the Term Rent, as follows: for the first Lease Year, annual rent in the amount of $275,520.00 (calculated as $40.00 per useable square foot of the Leased Premises), to be paid monthly, in advance, on the first day of each month (hereinafter “Term Rent”) in the amount of $22,960.00, and prorated for any partial month. For each Lease Year thereafter, the Term Rent shall annually increase by 3% over the Term Rent payable for the immediately prior Lease Year during the Term. In the event the Tenant exercises any option to extend hereunder, the Term Rent shall continue to increase by the amount of 3% of the Term Rent for the prior Lease Year during such extension terms.

   (2) **Additional Rent.** Tenant shall pay to Landlord, from and after the Rent Commencement Date throughout the Term, within sixty (60) days of Landlord’s written demand thereof (except as otherwise set forth below), Tenant’s pro rata share of the below described expenses attributable to the Property and Building of which the Leased Premises are a part, such pro rata share to be determined by dividing the square footage of the Leased Premises by the net rentable square footage of the Building, which shall be based on the architect certification provided in Section 5(4) (the “Proportionate Share”):

   a. **Real Estate Taxes:**

      For the purposes hereof, “Real Estate Taxes” shall mean all taxes, assessments, betterments, rates, charges, license fees, municipal liens, levies, excises, or impose, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on the Property or the improvements, or any part of same. For purposes hereof, the Landlord shall elect to pay betterments and special assessments over the longest period of time permissible and only the portion of such betterments or assessments payable in any given year, together with interest imposed thereon by the municipality, will be treated as Real Estate Taxes payable hereunder. Also included shall be all reasonable out-of-pocket costs incurred by Landlord’s efforts to abate any Real Estate Taxes. If any portion of the Real Estate Taxes is attributable to a period that does not fully occur within the Term, then the amount payable by Tenant for such period shall be prorated such that Tenant shall only pay for the portion occurring within the Term. Notwithstanding the foregoing, Real Estate Taxes shall not include any interest, fine, penalty, or other cost imposed for the late payment of such taxes, assessments, betterments, rates, charges, license fees, municipal liens, levies, excises, impose, or governmental charges by Landlord. In the event Landlord receives any refund or abatement of the Real Estate Taxes, then provided that Tenant has duly paid Tenant’s Proportionate Share of such Real Estate Taxes in accordance with this Section 5, Landlord shall credit Tenant’s Proportionate Share of such refund or abatement (less any out-of-pocket costs and expenses incurred by Landlord in obtaining such refund or abatement that have not already been included in the Real Estate Taxes) to the Rent (as hereinafter defined) payable by Tenant; provided, however, if the Term has expired or terminated when the Landlord receives such refund or abatement with respect to any Real Estate Taxes occurring within the Term, then Landlord shall pay Tenant’s Proportionate Share of such refund or abatement to Tenant within sixty (60) days after Landlord
receives such refund or abatement.

b. **Common Area Expenses:**

For the purposes hereof, “Operating Costs” shall mean all operating costs of the Property and shall consist of all expenditures by Landlord to operate and maintain all of the Property in operation at the beginning of the Term and such additional facilities as may be improved at the Property thereafter, except as specifically excluded herein. If any portion of the Operating Costs is attributable to a period that does not fully occur within the Term, then the amount payable by Tenant for such period shall be prorated such that Tenant shall only pay for the portion occurring within the Term. The term “Operating Costs” as used herein shall mean all expenses, costs and disbursements (but, except as otherwise herein provided, not replacement of capital investment items except as provided below, nor specific costs specifically billable to or payable by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance, repair, promotion, insuring or operation of the Property, including, but not limited to, the following:

i. **Wages and salaries of all employees engaged by Landlord, or Landlord’s property manager, in operation and maintenance or security (to the extent provided) of all or any part of the Property excluding employees of Landlord engaged in any retail, restaurant or other commercial activities operated or owned by Landlord, including taxes, insurance and benefits relating to such employees.**

ii. All supplies and materials used by Landlord, or Landlord’s property manager, in the operation and maintenance of any part of the Property excluding parts of the Property used for any retail, restaurant or other commercial activities operated or owned by Landlord.

iii. Costs of all utilities for the Property, including the cost of water and power, heating, lighting, air conditioning and ventilating for all or any part of the Property, except to the extent such costs are separately billable to specific tenants or occupants of the Property by Landlord (other than as part of the Operating Costs) or the utility provider.

iv. Costs of all maintenance, janitorial, security (to the extent provided) and service agreements for the Property, and the equipment therein, including alarm service, window cleaning, snow removal and elevator maintenance.

v. Costs of all insurance premiums relating to the Property, including cost of casualty and liability insurance and Landlord’s personal property used in connection therewith, excluding insurance in connection with the use of any part of the Property for any retail, restaurant or other commercial activities operated or owned by Landlord.

vi. Costs of repairs and general maintenance of any part of the Property (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants or occupants of the Building other than Tenant) including, without limitation, landscaping of any part of the Property.

vii. The costs and expenses of any capital improvements only if such capital improvement either (i) is intended in the good faith reasonable judgment of Landlord to reduce Operating Costs (as for example, a labor saving or energy saving improvement) provided, the amount included in Operating Costs in any calendar year shall not exceed an amount equal to the savings reasonably anticipated to result from the installation and operation of such improvement, and/or (ii) is made to comply with any applicable Laws (as defined in Section 8) enacted after the Commencement Date. All of such costs shall be amortized over the reasonable life of such improvements, and a pro rata portion thereof included within Operating Costs for each year the same is so amortized, together with interest at the rate of six percent (6%) per annum on all unamortized balances. The reasonable life and amortization schedule of the foregoing shall be determined in accordance with generally accepted accounting principles (GAAP), and in no event shall such reasonable life extend beyond the reasonable life of the Building or other part of the Property to which such costs are related.

viii. Landlord’s central accounting and overhead costs attributable to the Property, excluding any such costs attributable to any retail, restaurant or other commercial activities operated or owned by
Landlord.

ix. All fees, costs and charges paid by Landlord, or Landlord’s agent, to any person or entity who provides services, including management and marketing services to any part of the Property, excluding services in connection with the use of any part of the Property for any retail, restaurant or other commercial activities operated or owned by Landlord; provided, however, in no event shall Tenant’s Proportionate Share of such marketing expenses exceed $10,000.00 for any calendar year.

In determining the amount of Operating Costs for any calendar, if less than 95% of the rentable areas of the Property are occupied by tenants or Landlord at any time during any such year, Operating Costs that vary based on occupancy, such as cleaning costs, shall be determined for such year to be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been 95% throughout such year. Debt service and leasing commissions’ payable by Landlord shall be excluded from any computation of Operating Costs.

Notwithstanding the foregoing or anything to the contrary contained in this Sublease, Operating Costs shall not, however, include: (A) costs of leasing commissions, attorneys’ fees, marketing costs, and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Property; (B) costs (including permit, license and inspection costs) incurred in renovating or otherwise improving, decorating or redecorating rentable space for other tenants or vacant rentable space; (C) costs incurred due to the violations by Landlord of the terms and conditions of any sublease of space in the Property; (D) costs of principal, interest, or other charges on debt or amortization on any mortgages or other financing arrangements, or payments under any ground lease or sale/leaseback arrangement, with respect to the Property; (E) costs of utilities separately metered and paid directly by Tenant or any other tenant or occupant; (F) costs for which Landlord is entitled to separate reimbursement under insurance policies, warranty or otherwise by third parties (including other tenants); (G) any items furnished to other tenants in the Building but not to Tenant hereunder; (H) costs relating to Landlord’s existence as a corporation, partnership or other entity; (I) costs of fix-up tenant space, including in renovating or otherwise improving, decorating, painting or redecorating tenant space; (J) fees, fines or penalties which Landlord is obligated to pay by reason of Landlord’s or the Property’s violation of applicable law, or Landlord’s failure to timely pay any such amount when due; (K) the incremental increases in premiums for insurance required to be carried by Landlord pursuant to this Sublease when such increases are caused by any special hazardous use of the Property by Landlord or other tenants; (L) costs required to remedy any noncompliance of the Building with applicable law in effect as of the Commencement Date; (M) capital expenditures, except to the extent provided in Section 5(2)(b)(vii) above; (N) reserves; (O) marketing, advertising, lobbying, and promotional expenditures, and charitable and political contributions; (P) the cost of acquiring, leasing, installing, maintaining, protecting or restoring works of art; (Q) costs of the Landlord’s Work (as defined in Section 6.1); (R) depreciation, amortization; (S) Landlord’s general corporate overhead and general and administrative expenses; (T) services provided and costs incurred in connection with the operation of any retail, restaurant or other commercial operations in the Property; (U) costs arising from latent defects in the Landlord’s Work; (V) salaries and bonuses of any employee of Landlord or Landlord’s property manager above the level of building manager, or management fees for the Property in excess of six percent (6%) of the gross annual rents at the Property; (W) any cost included in the Operating Costs representing an amount paid to a person, firm, corporation, or other entity affiliated with Landlord which is in excess of the amount which would have been paid on an arm’s length basis in the absence of such relationship; (X) costs of permitting, designing, developing, and constructing the Building or any other portion of the Property; (Y) costs of selling, syndicating, financing, mortgaging, or hypothecating all or any part of Landlord’s interest in the Property (including, without limitation, legal, accounting, consulting, brokerage, and other professional fees and costs of appraisals, inspections, testing, and other due diligence associated with such financing or sale); (Z) costs of repairing damage to the extent due to the gross negligence or willful misconduct of Landlord, Landlord’s property manager, or their respective employees, contractors, consultants, agents, or representatives; and (AA) any costs incurred in connection with any environmental clean-up, response action, or remediation of any Hazardous Waste (as defined in Section 8) on, in, under, or about the Property.

Landlord reserves the right to estimate the annual costs of the foregoing Real Estate Taxes and Operating Costs and collect Tenant’s Proportionate Share of such estimated Real Estate Taxes and Operating Costs
in monthly installments, which installments shall be due and payable at the same time monthly installments of rent are due hereunder. Within ninety (90) days following the end of each calendar year, the Landlord shall reconcile the actual costs incurred for the Real Estate Taxes and Operating Costs for the applicable calendar year and provide Tenant with a copy of such annual reconciliation. If the Landlord has collected more than Tenant’s Proportionate Share of the actual Real Estate Taxes and Operating Costs, it shall give Tenant a credit in the amount of the excess amount collected, applied to the then next installment or installments, as applicable; provided, however, if the Term has expired or terminated, then Landlord shall remit the amount of such difference to Tenant within sixty (60) days after the completion of such annual reconciliation. If the estimated amount of the Operating Costs paid by Tenant for the previous year is less than the actual amount of the Operating Costs required to be paid by Tenant for the previous year, then Tenant shall pay such difference to Landlord within sixty (60) days after receiving the annual reconciliation from Landlord. In the event the Landlord has collected less than Tenant’s Proportionate Share of the actual Real Estate Taxes and Operating Costs, Tenant shall pay to the Landlord the deficiency within sixty (60) days of after receiving the annual reconciliation from Landlord.

(3) All sums of money due and payable by Tenant to Landlord under the terms of this Sublease in addition to the Term Rent shall constitute additional rent (“Additional Rent”) hereunder for the purposes of the collection thereof. Landlord shall have the same remedies for default in the payment of Additional Rent as are available to Landlord in the case of a default in the payment of Term Rent. Term Rent and/or Additional Rent are sometimes referred to as “Rent.” All rent shall be paid by check drawn on good and immediately available funds at Landlord’s address as provided herein (or at such other address as may be designated by Landlord from time to time). Tenant agrees to pay all rent under this Sublease at the times and in the manner herein provided, without set-off, counterclaim, abatement or deduction whatsoever, except as otherwise expressly set forth in this Sublease.

(4) Upon completion of construction of the Building, Landlord shall provide Tenant with an architect’s certification of the actual square footage of the Leased Premises and the actual square footage of the Building on the Property whose occupants will share in the payment of Real Estate Taxes and Operating Costs. In the event that the useable square footage of the Leased Premises as actually constructed differs from the useable square footage set forth herein, Landlord and Tenant agree to adjust the Term Rent and the Tenant’s Proportionate Share, which adjustments shall be included in the Tenant Occupancy Letter.

(5) Tenant’s Right to Audit. Landlord shall keep and make available upon written notice, for the examination and audit of or by Tenant, or Tenant’s authorized employees, agents or representatives during normal business hours at Landlord’s cost, all data, materials and information, including but not limited to records of all receipts, all books, accounts, memoranda, files and all or any other documents indicating, documenting, verifying or substantiating the above referenced costs and expenses related to the Property. Tenant shall have the right to conduct such examination and audit, no more than one (1) time per calendar year. Further, no such request may be made, and Landlord shall not be required to provide such information, later than six (6) months after either (i) the end of each applicable calendar year, or (ii) Tenant’s receipt of the annual reconciliation report if Landlord has elected to bill Tenant for Tenant’s Proportionate Share of the Real Estate Taxes and Operating Costs for such year on an estimated basis as contemplated by this Sublease. Tenant shall keep all such information confidential and shall only share such information with its accountants or other professionals who need to review such information who, in turn, shall keep such information confidential.

6. OBLIGATIONS OF LANDLORD

6.1 Construction. Landlord, at Landlord’s sole cost and expense, shall (a) construct the Building and develop the Property in accordance with the terms and conditions of the Ground Lease (as defined in Section 20.1), and (b) construct the Leased Premises to steel studs, stubbed for utilities, in compliance with all applicable Laws and the plans and specifications mutually agreed upon by the parties, and attached to this Sublease as Exhibit A (collectively, the “Landlord’s Work”). The parties acknowledge and agree that, except for the Landlord’s Work, the final design and build out of Leased Premises shall be the sole responsibility of Tenant.

6.2 Janitorial Services. Landlord shall provide reasonable and customary janitorial and trash removal services to the common areas of the Building and the Property ONLY.

6.3 Garbage. Landlord shall provide the Building with a dumpster for rubbish removal services, to be used in
common with all other tenants. Tenant shall be solely responsible for any and all rubbish termed “Medical Waste”.

6.4 **Repair and Cleanliness.** It is understood and agreed that the Landlord shall be responsible for maintaining in a good state of repair the exterior structural walls, exterior glass, the roof, all utility and mechanical systems and equipment for all spaces of the Building in which the Leased Premises is located, including, without limitation those exclusively serving the Leased Premises, including without limitation plumbing, electrical, heat and HVAC systems, and the common areas of the Property, including without limitation parking areas, excepting, however, any damage thereto caused by the negligence of Tenant, its agents, servants, employees and invitees, unless otherwise provided in Section 9.1, Section 9.2, Section 9.3, or Section 11.5. In addition, Landlord shall be responsible for removal of snow and ice in and on all areas of the Property.

6.5 **Building Services.** Landlord shall also provide the common areas of the Building with (i) central heating, ventilation, and air conditioning services during the Building’s normal business hours, (ii) electricity and lighting services, (iii) hot and cold water for drinking, lavatory, and toilet purposes, (iv) fire alarms, sprinklers, and other life-safety services, and (v) pest and vermin control services, as well as exterior window cleaning and landscaping services. All such services shall be provided in a manner and in such amounts as are reasonable and customary for buildings similar to the Building in the area in which the Building is located.

6.6 **Interruption of Services and Utilities.** With respect to any repairs, services, or utilities to be furnished by Landlord under this Sublease, Landlord shall not be liable for any interruption or failure to provide such repairs, services, or utilities unless such failure or interruption (a) continues for more than seven (7) consecutive days, (b) occurs for a reason other than the negligence or willful misconduct of Tenant or Tenant’s agents, employees, representatives, contractors, patients, or invitees, or a general power failure or other catastrophe effecting other buildings in the surrounding area, and (c) materially adversely effects the conduct of Tenant’s normal business operations at the Leased Premises, as reasonably determined by Tenant, in which case there shall be an abatement of one (1) day’s Term Rent and Additional Rent with respect to Tenant’s Proportionate Share of the Real Estate Taxes and Operating Costs for each day during which such failure or interruption exists.

7. **OBLIGATIONS OF TENANT – Tenant agrees that it shall:**

7.1 **Construction.** Be responsible for the design, permit and construction of Leased Premises. The design shall be approved by the Landlord, which approval shall not be unreasonably withheld or delayed.

7.2 **Utilities.** Tenant shall pay for its actual use of all utilities furnished to the Leased Premises, including, without limitation, water, electricity, gas, telephone, air conditioning, and cable. In any portion of the Leased Premises that is separately metered and/or for which the Tenant is directly and separately billed for the utilities, Tenant shall directly pay for all utilities and purchase the electrical energy required by Tenant for the operation of the Leased Premises, including, without limitation, any lighting fixtures, equipment, appliances, and supplemental A/C equipment in the Leased Premises, directly from the applicable public utility company serving the Building. If not paid by Tenant when due to that utility, then it shall be a material default by Tenant under this Lease and all amounts due shall be Additional Rent. At no time shall Tenant’s use of electrical energy in the Leased Premises exceed the capacity of any of the electrical conductors and equipment in or otherwise serving said Leased Premises; provided, however, Landlord shall provide such electrical conductors and equipment to supply the Leased Premises with sufficient electrical capacity to support Tenant’s intended uses of the Leased Premises set forth in Section 2, which shall not be less than 200 amps. In any portion of the Leased Premises that is not separately metered and/or if any utility item is not billed separately and directly to Tenant, the Tenant shall reimburse the Landlord for the cost of said utility, as may be adjusted from time-to-time in Landlord's reasonable discretion, in equal monthly installments for said utility, including, without limitation, the electrical energy required by Tenant for operation of the lighting fixtures, equipment, appliances, and supplemental A/C equipment in the Leased Premises directly from the public utility company serving the Building. Such reimbursement shall be deemed to be Additional Rent for the purposes of this Sublease. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical energy furnished to said Leased Premises by reason of any requirement, act or omission of said public utility company.

7.3 **Ad Valorem Taxes.** Pay all ad valorem and similar taxes or assessments levied upon or applicable to any of Tenant’s trade fixtures or any other equipment, fixtures, furniture and other property situated in the Leased Premises and all license and other fees or charges imposed on the business conducted by Tenant on the Leased Premises. Upon request by Landlord, Tenant will furnish Landlord annually with official tax receipts and other
official receipts showing payment of such taxes, assessments, fees and charges. If Landlord shall be required to pay a higher ad valorem tax as a result of Tenant’s leasehold improvements, then Tenant shall pay to Landlord, upon demand, the amount of such increase in ad valorem taxes.

7.4 **Damages.** Keep the Leased Premises in good condition and in an orderly, clean and sanitary condition as required by the governmental laws and ordinance applicable thereto, and shall keep the Leased Premises in as good a condition as existing as of the Commencement Date, with the exception of any (i) reasonable wear and tear, (ii) damage caused by fire or other casualty, or as a consequence of a taking by eminent domain, (iii) damage caused by the negligence or willful misconduct of Landlord or Landlord’s employees, officers, agents, contractors, consultants, or invitees, (iv) those repairs for which Landlord is responsible under the terms of this Sublease, or (v) the construction and improvements permitted under this Sublease. Except to the extent that such damage is waived in accordance with Section 11.5, Tenant agrees to reimburse Landlord for any expenses incurred as a result of property damage caused either by the negligence or willful misconduct of Tenant, its agents, servants, and employees and invitees. Notwithstanding anything to the contrary contained in this Sublease, except with respect to any items or space improvements installed or made by Tenant during the Term, the parties acknowledge and agree that in no event shall Tenant be responsible for the performance or payment of any repairs, maintenance, replacements, or any other items with respect to the Leased Premises that would be considered a capital expenditure according to generally accepted accounting principles, including, without limitation, any capital repairs or replacements of (a) the roof or any other structural components of the Leased Premises or the Building, (b) any mechanical, electrical, or utility systems and equipment serving the Leased Premises or the Building, except for any supplemental systems or equipment installed by Tenant that exclusively serves only the Leased Premises, or (c) any parking areas serving the Leased Premises or the Building, all of which shall remain the sole responsibility of Landlord.

7.5 **Leased Premises Rules.** Observe the reasonable rules and regulations as from time to time may be put in effect and amended by Landlord for the general safety, comfort and convenience of Landlord and the other occupants and tenants of the Building; provided that Tenant is made aware of and provided in advance a written copy of the rules and regulations and any amendments thereto. In no event shall Landlord enact changes to the rules and regulations that adversely affect Tenant’s quiet enjoyment of the Leased Premises, materially diminish Tenant’s rights under this Sublease, or that impose greater burdens on Tenant than other tenants of the Property.

7.6 **Landlord Access.** Allow Landlord access to the Leased Premises at all reasonable times upon at least one (1) business day prior notice and, if requested by Tenant, accompanied by an escort supplied by Tenant, without charge or diminution of rent, to enable Landlord to examine the Leased Premises and to make repairs, additions and alterations as Landlord may deem advisable. In accessing the Leased Premises, Landlord shall cause as little interference as possible with Tenant’s use of the Leased Premises. In no event may Landlord make additions or alterations which reduce the usable area of the Leased Premises without Tenant consent. In the case of emergency, as reasonably determined by Landlord or public service personnel, Landlord shall have immediate access to the Leased Premises without any prior notice to Tenant.

7.7 **Tenant Property.** Upon the termination of this Sublease in any manner whatsoever, remove Tenant’s goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Leased Premises to Landlord peaceably and quietly in as good order and broom-clean condition as the same are now in or hereafter may be put in by Landlord or Tenant, with the exception of any (i) reasonable wear and tear, (ii) damage caused by fire or other casualty, or as a consequence of a taking by eminent domain, (iii) damage caused by the negligence or willful misconduct of Landlord or Landlord’s employees, officers, agents, contractors, consultants, or invitees, (iv) those repairs for which Landlord is responsible under the terms of this Sublease, or (v) the construction and improvements permitted under this Sublease.

7.8 **Signage.** Not place signs visible on the exterior of the Building or within the Leased Premises except signs approved by the Landlord and local zoning restrictions, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord agrees that Tenant shall be permitted to install a reasonable amount, not to exceed an aggregate of 125 square feet, of Tenant’s signage and branding in or immediately outside the Leased Premises at the expense of the Tenant, including banners, etc., all in locations and appearance as shall be mutually agreed by Landlord and Tenant and provided that Tenant removes same at the end of the Sublease and restores any affected areas to their former condition at sole expense of the Tenant. Exterior signage shall be determined and paid for by Tenant provided that Tenant shall be entitled to exterior signage no less visible than exterior signage provided for any other tenant of the Building.
7.9 **Damages.** Not overload, damage or deface the Leased Premises or do any act which may make void or voidable any insurance on the Leased Premises or the Building or which may render an increased or extra premium payable for insurance. Tenant shall indemnify and release Landlord from and against any and all claims or liability occurring on or about the Leased Premises or the Building and any common areas caused by the negligence of the Tenant or its agents, employees, invitees or contractors subject to the limitations contained herein.

7.10 **Alterations.** Not make any alteration, improvements or additions to the Leased Premises without the prior written approval of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed. All alterations, additions or improvements which may be constructed or installed by either of the parties hereto upon the Leased Premises, except movable office furnishings, shall be the property of the Landlord upon the expiration or termination of this Sublease, unless otherwise agreed to by the parties in writing prior to construction and/or installation such alterations, additions or improvements, and shall remain upon and be surrendered with the Leased Premises, as a part thereof, at the expiration or termination of this Sublease or any extension thereof. The above-referenced written approval shall also include a determination as to the disposition of such alteration, improvement or addition at the termination of this Sublease.

7.11 **Liens.** Keep the Leased Premises and the Property in which the Leased Premises are situated free from any liens arising out of any work performed, materials furnished or obligation incurred by Tenant.

7.12 **Conduct.** Use the Leased Premises only for the purposes set forth in Section 2 hereof. Tenant further agrees not to commit or permit any act to be performed on the Leased Premises or any omission to occur which shall be in violation of any statute, regulation or ordinance of any governmental body; provided, however, the foregoing shall not apply with respect to any obligations for which Landlord is responsible under this Sublease, or any acts or omissions of Landlord or Landlord’s employees, property manager, contractors, consultants, or agents. The Tenant shall not unreasonably disturb other occupants of the Building by making any undue or unseemly noise or otherwise (in the context of a strength training and physical therapy center) and shall not do or permit to be done in or about the Leased Premises anything which could create potential harm or loss. The Tenant shall keep and maintain the Leased Premises, including all bathrooms and utilities exclusively serving the Leased Premises in a clean, safe and orderly condition, subject to the terms, conditions, and limitations set forth in Section 7.4.

8. **HAZARDOUS WASTE.** Landlord and Tenant shall at all times be in full compliance with all Federal, State and Local laws, statutes and regulations (hereinafter “Laws”) concerning the generation, storage, transportation, treatment and disposal of Hazardous Wastes or Infectious Wastes (as these terms are customarily understood) as it relates to the Building and Leased Premises. In no event shall any Hazardous Wastes or Infectious Waste be stored, handled or disposed of in the Building or on the Leased Premises other than in strict compliance with all appropriate Laws. If any transportation, storage, use or disposal of Hazardous Wastes or Infectious Wastes in or upon the Leased Premises during the Term of this Sublease result in contamination or loss or damage to person(s) or property, then the party responsible shall indemnify, defend and hold the other party harmless from and against any claims, suits, causes of action, costs and fees, including attorney’s fees, arising from or connected with any such contamination, loss or damage. Landlord shall indemnify, defend and hold Tenant harmless from and against any claim, damage or expense arising out of Landlord’s use of the Building or Leased Premises prior to the Commencement Date hereof.

9. **DESTRUCTION OR TAKING OF LEASED PREMISES.**

9.1 **Damage or Destruction.**

(a) In the event that the Leased Premises shall become untenantable, inaccessible, or unfit for occupancy, in whole or in part, by the total or partial destruction of the Leased Premises, the Building, or the Property by fire or other casualty, Landlord or Tenant may terminate this Sublease by written notice to the other.

(b) Except as otherwise set forth in this Sublease, in the event that the Leased Premises, the Building, or the Property shall be damaged or destroyed by fire or other casualty and this Sublease has not been terminated pursuant to Section 9.1(a), then Landlord shall proceed to repair such damage or destruction so as to restore the Leased Premises, the Building, and/or the Property to a condition no less than substantially similar to the condition existing immediately prior to such fire or other casualty, subject to any applicable Laws, including, without limitation, any applicable zoning laws and building codes. To the extent any insurance proceeds from Tenant’s insurance as required hereunder, are in the possession of Landlord, same may be made available to Tenant for restoration of Tenant’s improvements,
alterations, renovations, equipment, fixtures, and furnishings at the Leased Premises by Tenant in conjunction with Landlord’s restoration of the Leased Premises, the Building, and the Property in accordance with this Section 9(b). Notwithstanding the foregoing, the parties expressly acknowledge and agree that Landlord’s restoration obligation shall be subject to, and contingent upon, the terms and conditions of any mortgage, Ground Lease, or other similar financing arrangement affecting the Building or the Property, and shall be limited to the net amount of insurance proceeds available to Landlord. If (i) Landlord shall be restricted from restoring the Leased Premises, the Building, and/or the Property due to the terms and conditions of any mortgage, Ground Lease, or other similar financing arrangement affecting the Building or the Property, including, without limitation, being required to transfer any insurance proceeds to the mortgagee, ground lessor, or other lender, or (ii) the net amount of insurance proceeds available to Landlord shall be insufficient to cover the total costs of restoring the Leased Premises, the Building, and/or the Property, then Landlord may elect to terminate this Sublease by providing written notice to Tenant within ninety (90) days after the occurrence of such damage or destruction.

(c) In the event that Landlord fails to restore the Leased Premises, or any portion of the Building or Property rendering the Leased Premises unsuitable for Tenant’s intended use, in accordance with Section 9.1(b) within two hundred ten (210) days after the occurrence of any such fire or other casualty, then Tenant’s sole remedy shall be the right to terminate this Sublease by providing Landlord with written notice at least thirty (30) days prior to the intended termination date; provided, however, such termination shall not be effective if Landlord completes the restoration of the Leased Premises, or such portion of the Building or Property rendering the Leased Premises unsuitable for Tenant’s intended use, prior to the expiration of such thirty (30)-day period.

9.2 Eminent Domain.

(a) If at any time during the Term, all or any portion of the Building or the Property shall be taken by condemnation or eminent domain, then this Sublease shall automatically terminate as to the portion of the Building or the Property so taken as of the date of such taking, but shall remain in full force and effect as to the remainder of the Building or the Property unless Landlord elects to terminate this Sublease (even if Landlord’s entire interest in the Building or the Property may have been divested) by providing written notice to Tenant within ninety (90) days after the occurrence of such taking.

(b) If at any time during the Term, all or any portion of the Leased Premises shall be taken by condemnation or eminent domain, then this Sublease shall automatically terminate as to the portion of the Leased Premises so taken as of the date of such taking, but shall remain in full force and effect as to the remainder of the Leased Premises. Notwithstanding the foregoing, if a taking by condemnation or eminent domain of a portion of the Leased Premises, the Building, or the Property renders the Leased Premises, or remainder of the Leased Premises, unsuitable for Tenant’s intended use, as determined in the reasonable judgment of Tenant, then either party may elect to terminate this Sublease by providing the other party with written notice thereof within ninety (90) days after the occurrence of taking by condemnation or eminent domain.

(c) Landlord reserves for itself any awards or damages created by reason of any taking by condemnation or eminent domain, and Tenant hereby waives, and assigns to Landlord, any interest it may have in such awards or damages. Notwithstanding the foregoing, Tenant may claim dislocation damages and make a claim in any taking or condemnation proceedings for the value of any Tenant’s improvements, alterations, renovations, equipment, fixtures, and furnishings installed or located at the Leased Premises.

(d) In the event that this Sublease has not been terminated pursuant to Section 9.2(a) or Section 9.2(b), Landlord shall proceed to restore the remainder of the Leased Premises, the Building, or the Property to a condition no less than substantially similar to the condition existing immediately prior to such taking by condemnation or eminent domain, subject to any applicable Laws, including, without limitation, any applicable zoning laws and building codes.

(e) In the event that Landlord fails to restore the Leased Premises, or any portion of the Building or Property rendering the Leased Premises unsuitable for Tenant’s intended use, in accordance with Section 9.2(d) within two hundred ten (210) days after the occurrence of any such taking by condemnation or eminent domain, then Tenant’s sole remedy shall be the right to terminate this Sublease by providing Landlord
with written notice at least thirty (30) days prior to the intended termination date; provided, however, such
termination shall not be effective if Landlord completes the restoration of the Leased Premises, or such
portion of the Building or Property rendering the Leased Premises unsuitable for Tenant’s intended use,
prior to the expiration of such thirty (30)-day period.

9.3 Rent Abatement. In the event that all or any portion of the Leased Premises, the Building, or the Property is
damaged or destroyed by fire or other casualty, or taken by eminent domain or condemnation, so as to either
deprive Tenant of possession of the Leased Premises, or render the Leased Premises or any portion thereof
unsuitable for Tenant’s intended use, as determined in the reasonable judgment of Tenant, then the amount of
Rent payable by Tenant under this Sublease shall be fairly and equitably reduced or abated in proportion to the
amount of the Leased Premises that has been either rendered unsuitable for Tenant’s intended use or Tenant’s
possession thereof has been deprived. Such abatement or reduction shall commence upon the date of such
damage, destruction, condemnation, or taking by eminent domain, and shall continue thereafter until either this
Sublease is terminated, or the Leased Premises, and/or any portion of the Building or Property rendering the
Leased Premises unsuitable for Tenant’s intended use, have been fully restored in accordance with this Sublease.

10. INDEMNIFICATION. Except as otherwise expressly set forth in this Sublease, to the extent permitted by applicable
Laws, Tenant shall indemnify Landlord (and Landlord’s officers, directors, employees, and representatives), and hold
Landlord (and Landlord’s officers, directors, employees, and representatives) harmless from and against all claims,
actions, damages, judgments, fines, liabilities, and expenses (including attorneys’ and other professional fees) that may
be imposed upon or incurred or paid by or asserted against Landlord, as a result of any injury, death or property damage
occurring in, on or about the Leased Premises or elsewhere on the Property, in either case to the extent arising from
Tenant’s negligence, or the negligence of Tenant’s employees, agents, contractors and invitees.

Except as otherwise expressly set forth in this Sublease, to the extent permitted by applicable Laws, Landlord shall
indemnify Tenant (and Tenant’s officers, directors, employees, and representatives) harmless from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney’s and other professional fees) that may be imposed upon or incurred or paid by or asserted against Tenant as a result of any injury, death or property damage occurring in, on or about the Property or Leased Premises due to any cause (except to the extent of the negligence of Tenant, its employees, agents, contractors and invitees), including without limitation arising from any litigation, arbitration, governmental inquiry or other proceeding commenced by any third party alleging or arising from (i) operation of the Building, the entrances, exits and lobbies of the Building and the sidewalks, streets, approaches and parking lots adjoining the Building; (ii) the negligence or willful misconduct of Landlord or Landlord’s employees, agents, contractors, consultants, or representatives; (iii) Landlord’s breach of its obligations or covenants under this Sublease; or (iv) any accident, damage, or injury to any person or property occurring at the Property to the extent caused by any conditions or aspects of the Leased Premises or the Property for which Landlord is responsible.

11. INSURANCE.

11.1 Tenant Liability Insurance. Tenant shall at all times during the Term keep in force comprehensive general
liability insurance, insuring against all liability and claims thereof arising out of injuries, deaths and/or
property damage occurring in, on or from the Leased Premises. Said insurance shall afford protection for
personal injury, death and property damage in a single limit of not less than $1,000,000.00 for any one claim. Certificates of insurance shall be delivered to Landlord evidencing such coverage and allowing for a 30-day notice (if available per the policy) to Landlord of cancellation of coverage. Landlord shall be named as an additional insured under the Tenants comprehensive general liability insurance policy. Notwithstanding any provision to the contrary, Tenant shall have the right to provide commercial general liability insurance through an offshore captive insurance company, provided such captive insurance is funded at least in accordance with the recommendation of an independent nationally recognized insurance actuarial firm.

11.2 Tenant Property Insurance. Tenant shall, during the Term of this Sublease, obtain and maintain in full force and effect at its sole cost and expense a policy or policies of insurance insuring all of its personal property located within the Leased Premises from time to time, as well as all Tenant improvements made thereto by Tenant, against loss or damage by fire, explosion or other such hazards and contingencies for the full replacement value thereof. Tenant shall be permitted to carry the insurance required in this Sublease under a blanket policy which also covers other locations of Tenant, provided that the coverage afforded by reason of the use of such blanket policy shall not be reduced or diminished from the amount set forth in this section.
Tenant shall furnish evidence satisfactory to Landlord at the time this Sublease is executed and thereafter from time to time upon request by Landlord that such coverage is in full force and effect.

11.3 **Insurance Required by Ground Lease.** Tenant shall keep and maintain all insurance as may be required under Sections 6.3, 6.4, 6.5 and 6.6 of the Ground Lease, which insurance provisions are incorporated by reference herein. Said policies shall name the Landlord, the Town of Wellesley and any mortgagee of which Tenant has notice as additional insureds. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Tenant’s commercial general liability insurance and umbrella liability insurance is written on a per claim basis, but the terms of Section 6.3 and Section 6.6 of the Ground Lease require these policies to be written on a per occurrence basis, and Tenant’s commercial general liability insurance does not have an aggregate limit per location endorsement required by Section 6.3 of the Ground Lease. Landlord and Tenant further acknowledge and agree that Tenant may satisfy its obligation under this Section 11.3 with respect to the insurance requirement set forth in Section 6.3 and Section 6.6 of the Ground Lease with insurance policies that are written on a per claim basis if (i) such policies otherwise satisfy the requirements of Section 6.3 and Section 6.6 of the Ground Lease, and (ii) Tenant maintains such policies, or similar replacement policies, for a period of three (3) years following the expiration or termination of this Sublease, and Tenant’s commercial general liability insurance shall not be required to have an aggregate limit per location endorsement contemplated by Section 6.3 of the Ground Lease. Landlord agrees to obtain Ground Landlord’s consent to the terms set forth in this Section 11.3.

11.4 **Landlord Insurance.** Landlord currently has in place, and during the entire Term shall continue to have in place all insurance coverages as required by the Ground Lease.

11.5 **Waiver of Subrogation.**

(a) Landlord and Tenant mutually agree that any property damage insurance carried by either party shall provide that such insurance company waives any right of subrogation against the other party.

(b) Notwithstanding anything to the contrary contained in this Sublease, Tenant hereby releases Landlord from any and all claims that Tenant may have against Landlord with respect to any property damage or loss suffered by Tenant (even if such damage or loss is caused by the fault or negligence of Landlord) that is covered by any insurance maintained by Tenant, or required to be maintained by Tenant under this Sublease; provided, however, such release is limited to the extent of the insurance proceeds paid with respect to such property damage or loss, or which would have been paid if Tenant had duly maintained the insurance coverage required under this Sublease.

(c) Notwithstanding anything to the contrary contained in this Sublease, Landlord hereby releases Tenant from any and all claims that Landlord may have against Tenant with respect to any property damage or loss suffered by Landlord (even if such damage or loss is caused by the fault or negligence of Tenant) that is covered by any insurance maintained by Landlord, or required to be maintained by Landlord under this Sublease; provided, however, such release is limited to the extent of the insurance proceeds paid with respect to such property damage or loss, or which would have been paid if Landlord had duly maintained the insurance coverage required under this Sublease.

12. **DEFAULT.**

12.1 **Landlord’s Default.** In the event Landlord fails to (i) materially comply with any federal, state or local law, or (ii) observe or perform any term, condition, or covenant to be kept, observed or performed by Landlord under this Sublease (including, without limitation, any default by Landlord in the performance or observance of Landlord’s obligations as tenant under the Ground Lease), and such failure, as to the foregoing items (i) and (ii) continues for thirty (30) days after written notice from Tenant (except that if the nature of Landlord’s default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), Tenant shall have the option (a) to immediately terminate this Sublease by giving notice to Landlord, whereupon the obligations of the parties shall cease, or (b) to pursue any other legal or equitable relief available to Tenant.

12.2 **Tenant’s Default.** Upon an event of default on the part of Tenant and following Tenant’s failure to adequately remedy such default within the time periods set forth below, Landlord at its option and upon twenty (20) days’ written notice to Tenant, and without limiting Landlord’s other rights and remedies to which it is entitled
under law and/or equity by reason of an event of default and without relieving Tenant of its obligations under this Sublease, may terminate this Sublease and may re-enter the Leased Premises and remove all persons there from, all as set forth in this Section. An event of default shall occur upon the happening of any of the following:

(i) **Late Payments.** The failure by Tenant to pay any Rent or other payment required to be made by Tenant hereunder, as and when due, and such failure shall continue for a period of ten (10) days after receipt of written notice thereof by Tenant from Landlord (except that in the case of any nonpayment, no such late notice shall be required if a late notice has been sent two (2) or more times in any 12-month period), or

(ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Sublease required to be performed by Tenant, other than Tenant’s payment obligations (which are addressed in Section 12.2(i) of this Sublease), and such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

12.3 **Landlord’s Right to Cure.** If Tenant shall default in the performance of any covenant on Tenant’s part to be performed as in this Sublease contained, which default continues beyond any applicable grace or notice and cure period, Landlord may immediately, or at any time thereafter while such default continues, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, which default continues beyond any applicable grace or notice and cure period, Tenant shall, within sixty (60) days of receiving Landlord’s written demand, pay to Landlord by way of reimbursement the sum or sums so paid by Landlord. Without limiting the generality of the foregoing, in the event that any Rent is in arrears by more than fifteen (15) days after written notice thereof by Landlord to Tenant, Tenant shall pay, as Additional Rent, a delinquency charge equal to one percent (1%) of the arrearage for each calendar month (or fraction thereof) during which it remains unpaid; provided, however, such delinquency charge shall not apply to the first instance of any such late payment of Rent in each calendar year, unless such Rent is in arrears by more than twenty-five (25) days after written notice thereof by Landlord to Tenant. Tenant shall pay to Landlord all reasonable out-of-pocket costs and expenses, including reasonable attorney’s fees, of Landlord in enforcing the terms of this Sublease.

12.4 **Tenant’s Right to Cure.** In the event that either (i) Landlord shall be in default in the performance or observance of any of its obligations, covenants, or agreements under this Sublease beyond any applicable cure period, or (ii) in the case of an emergency arising due to Landlord’s failure to observe or perform any of its obligations, covenants, or agreements under this Sublease, then Tenant may, but shall not be obligated to, cure any such default or failure on behalf of Landlord. All reasonable, out-of-pocket costs and expenses incurred by Tenant in curing any such default, including reasonable out-of-pocket attorneys’ fees actually incurred by Tenant, shall be paid by Landlord to Tenant within sixty (60) days of Landlord’s receipt of written demand from Tenant. Notwithstanding anything to the contrary contained in this Sublease, if Landlord fails to make any such payment to Tenant within such sixty (60)-day period, then Tenant shall have the right to offset such costs and expenses against the next installment or installments, as applicable, of any Rent payable by Tenant under this Sublease.

12.5 **Damages - Termination.** Upon the termination of this Sublease under the provisions of this Section 12, Tenant shall pay to Landlord any accrued and unpaid Term Rent and other charges payable under this Sublease by Tenant to Landlord up to the time of such termination, shall continue to be liable for any preceding breach of covenant, and in addition, shall pay to Landlord as damages, at the election of Landlord, either:

(a) liquidated damages in the amount by which, at the time of the termination of this Sublease (or at any time thereafter if Landlord shall have initially elected damages under Section 12.5(b), below), (i) the present value of the aggregate of the annual Rent payable by Tenant hereunder projected over the period commencing with such time and ending on the then-current Termination Date, discounted at a rate of eight percent (8%) per year, exceeds (ii) the present value of the then-fair market rental value of the Leased Premises for such period, discounted at a rate of eight percent (8%) per year, or,
amounts equal to the annual Rent which would have been payable by Tenant had this Sublease not been so terminated, payable upon the due dates therefor specified in this Sublease following such termination and until the then-current Termination Date, provided, however, if Landlord shall re-let the Leased Premises during such period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses incurred or paid by Landlord terminating this Sublease, as well as the expenses of re-letting, including altering and preparing the Leased Premises for new tenants, brokers' commissions, and all other similar and dissimilar expenses properly chargeable against the Leased Premises and the rental therefrom, it being understood that any such re-letting may be for a period equal to or shorter or longer than the then-remaining term of this Sublease; and provided, further, that (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, and (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this Section 12.5(b) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to such determination. For purposes of this clause, the term "re-let" shall include the Landlord’s (or any agent of Landlord) takeover and operation of the Leased Premises at an imputed rental rate equal to the then-fair market rental value of the Leased Premises.

Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Sublease would have expired if it had not been terminated hereunder.

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Landlord agrees to act in good faith to mitigate its damages by using commercially reasonable efforts to re-let all or any portion of the Leased Premises upon such terms and conditions as Landlord may reasonably determine.

Upon Tenant’s payment of the liquidated damages and any accrued and unpaid Rent in accordance with Section 12.5(a), Tenant shall be fully and completely released from any remaining liabilities or obligations in connection with this Sublease.

12.6 Remedies Not Exclusive. The specified remedies to which a party may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which such party may at any time be lawfully entitled, and a party may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

13. NOTICES. All bills, statements, notices or communications which Landlord may desire or is required to give to Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail or nationally recognized overnight mail carrier addressed to Tenant at Tenant address noted herein, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or three business days from the date deposited in the mail as herein provided. Any notice by Tenant to Landlord must be delivered personally or sent by registered or certified mail or nationally recognized overnight mail carrier addressed to Landlord at Landlord’s address noted herein, or in case of subsequent change upon written notice by either party given, to the latest address furnished. The time of rendition of such notice by Tenant or the giving of such notice or communication shall be deemed to the time when the same is delivered to Landlord or three business days from the date deposited in the mail as herein provided. Notices for purposes of this Sublease, shall be given as follows:

If to Landlord:

WELLESLEY SPORTS CENTER LLC

c/o ESG Associates, Inc.

41 North Road, Suite 203
Bedford, MA 01730

Attn: Brian DeVellis

brian@devellis.net

With a copy to:
14. **ASSIGNMENT AND SUBLEASE.** Tenant, with Landlord’s written consent (such consent not to be unreasonably withheld, conditioned or delayed, but subject to the consent of the Ground Lease), may assign or sublet its interest in this Sublease or all or any portion of the Leased Premises. Tenant shall also have the right, without Landlord’s consent, to enter into an assignment or sublease with: (i) a direct or indirect parent corporation or entity; (ii) any direct or indirect subsidiary corporation or entity of Tenant or Tenant’s direct or indirect parent corporation or entity; (iii) an affiliated entity in which Tenant or its subsidiaries or parent corporation or entity directly or indirectly holds a majority of the outstanding shares of ownership interest, or (iv) an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant’s assets are transferred. Tenant shall also have the right, without Landlord’s consent, to enter into a sublease or license agreement with a third-party solely for the purpose of providing yoga services at the Leased Premises as long as such sublease or license agreement requires such third-party to perform reasonable screening of its employees and staff at the Leased Premises, including without limitation, completing a standard Criminal Offender Record Information check for each employee.

15. **GENERAL.** This Sublease does not create the relationship of principal and agent or of partnership, joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of lessor and lessee. No waiver of any default of a party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repealed, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

Landlord's right to assign this Sublease or sell or convey the Building and the Property upon which the Building and other improvements are located shall remain unqualified. Upon any said assignment, sale or conveyance, and assumption by such assignee, purchaser, or transferee, Landlord shall thereupon be entirely freed of all obligations of the Landlord thereafter arising and shall not be subject to any liability resulting from any act or omission or event occurring after said assignment, sale or conveyance.

This Sublease can only be modified or amended by a written instrument signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto.
16. **QUIET ENJOYMENT.** Subject to Tenant's performance of all its obligations under this Sublease, Tenant shall have the peaceful and quiet use of the Leased Premises for the purposes set forth in this Sublease. Further, the Landlord warrants and represents that the Building and Leased Premises are suitable for the safe and healthy occupancy of Tenant, its employees, agents, invitees and visitors.

17. **ATTACHMENTS.** The Exhibit(s) attached to this Sublease are hereby declared to be a part of this Sublease to the same extent in the same manner as if the provisions thereof were actually embodied in this Sublease.

18. **GOVERNING LAW / JURISDICTION.** The laws of the Commonwealth of Massachusetts shall govern the validity, construction, and enforceability of this Sublease, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance and enforcement of this Sublease shall be in the courts of the state of Massachusetts.

19. **FORCE MAJEURE.** Neither the Landlord nor the Tenant shall be responsible for any delays or failure to perform its obligations under this Sublease due to acts of God, strikes or other disturbances, war, insurrection, terrorist acts, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of such party; provided, however, that the party declaring a Force Majeure Event shall make all reasonable efforts to continue to meet its obligations throughout the duration of the force majeure condition; and provided, further, that the party declaring force majeure shall notify the other party promptly when the force majeure condition begins, the nature of the force majeure condition, and when such condition has terminated. The suspension of any obligations shall only last during the time the force majeure condition continues (and such reasonable time thereafter to allow said party to respond to such condition).

20. **GROUND LEASE.**

   20.1 **Subordination.** The parties acknowledge that this Sublease is subject and subordinate to that certain Ground Lease (“Ground Lease”), dated March 2, 2017, by and between the Town of Wellesley (“Ground Landlord”) and Landlord with respect to the Property, a copy of which is attached to this Sublease as Exhibit B. Landlord warrants and represents that the Ground Landlord has approved this Sublease and Landlord has provided the Ground Landlord with a copy of this Sublease within ten (10) days of execution. With respect to Tenant’s use and occupancy of the Leased Premises and Tenant’s obligations under this Sublease, Tenant shall not take any action or suffer any acts which would cause Landlord to be in violation of said Ground Lease; provided, however, the foregoing shall not be deemed to obligate Tenant to perform any of Landlord’s obligations under the Ground Lease. No amendment of this Sublease or assignment or sublet by Tenant shall be effective without the written consent of the Ground Landlord. Landlord agrees to obtain a subordination, non-disturbance, and attornment agreement reasonably acceptable to Tenant evidencing that Ground Landlord consents to this Sublease, agrees to recognize this Sublease and the rights and obligations of the parties hereto, and further agrees not to disturb the right of Tenant to use and occupy the Leased Premises in accordance with the terms and conditions of this Sublease if Tenant duly performs Tenant’s obligations under this Sublease, including, without limitation, the payment of Rent.

   20.2 **Landlord’s Representations and Warranties.** Landlord hereby represents and warrants to Tenant that, as of the date of this Sublease, (i) the copy of the Ground Lease attached to this Sublease as Exhibit B is true, correct, and complete in all respects, and has not been modified, supplemented, or amended in any way; (ii) the Ground Lease is in full force and effect; (iii) Landlord, as tenant under the Ground Lease, is not in default under the Ground Lease, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default by Landlord under the Ground Lease; and (iv) to the best of Landlord’s knowledge, there is no default by Ground Landlord under the Ground Lease, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default by Ground Landlord under the Ground Lease.

   20.3 **Landlord’s Compliance with Ground Lease.** Landlord, to the extent of its obligations under the Ground Lease, shall maintain the Ground Lease in full force and effect during the Term, and shall not, voluntarily or involuntarily, by any act or omission, cause the Ground Lease to terminate prior to the scheduled expiration date of the Ground Lease. Landlord shall pay all rent, additional rent, and any other amounts required to be paid by Landlord under the Ground Lease on or before the date due, and shall perform all other duties and obligations required to be performed by Landlord under the Ground Lease. Landlord shall not amend or otherwise modify the Ground Lease in a manner that would materially diminish Tenant’s rights, or materially increase Tenant’s obligations, under this Sublease, without the prior written approval of Tenant. Landlord
shall not take any action, or do or permit to be done anything, which (i) will result in a violation of, or default under, any of the terms, covenants, conditions, or provisions of the Ground Lease, or (ii) will result in any additional cost or other liability to Tenant unless paid for by Landlord, or approved in advance by Tenant in writing unless as otherwise provided for or required by the Ground Lease or this Sublease. Landlord shall use commercially reasonable efforts to cause the Ground Landlord to perform or provide all maintenance, repairs, replacements, restoration or any other services or obligations required of Ground Landlord under the Ground Lease, as applicable. If the Ground Landlord shall default in the performance of any of its obligations under the Ground Lease as it relates to the Subleased Premises, Landlord shall, upon the written request of Tenant, promptly give notice of such fact to the Ground Landlord and use its diligent good faith efforts to enforce its remedies under the Ground Lease to cause the Ground Landlord to comply with its obligations thereunder for the benefit of the Tenant. In the event the Ground Lease is reasonably anticipated to be terminated, revoked, cancelled, or otherwise no longer valid, Landlord shall use commercially reasonable efforts to notify Tenant in advance of such event as soon as reasonably practicable. Upon any event of termination of the Ground Lease prior to the expiration of the Term of this Sublease, Tenant shall have the right to terminate this Sublease immediately upon written notice to Landlord without penalty or additional charge as against Tenant.

21. RIGHTS OF MORTGAGEE.

21.1 Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Sublease, or by law, to be relieved of Tenant’s obligations hereunder or to terminate this Sublease, shall result in a release or termination of such obligations or a termination of this Sublease unless (i) Tenant shall have first given written notice of Landlord’s act or failure to act to Mortgagee (as defined in Section 21.5) specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant’s rights; and (ii) Mortgagee, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this paragraph shall be deemed to impose any obligation on Mortgagee to correct or cure any such condition. “Reasonable time” as used above means and includes a reasonable time to obtain possession of the Leased Premises if Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist, but in no event shall such reasonable time exceed a total of one hundred twenty days from Mortgagee’s receipt of such notice from Tenant. Notwithstanding the foregoing, nothing in this Section 21.1 shall be deemed to modify, condition, diminish, restrict, delay, terminate, or otherwise apply to (i) Tenant’s termination and/or abatement rights under Section 9.1, Section 9.2, or Section 9.3, (ii) Tenant’s cure rights and offset rights under Section 12.4, or (iii) Tenant’s abatement rights under Section 6.6, and in no event shall Tenant be obligated to provide Mortgagee with notice, obtain Mortgagee’s consent, or allow Mortgagee an opportunity to cure, in order to exercise any such termination and/or abatement rights available to Tenant under Section 9.1, Section 9.2, or Section 9.3, any such cure rights and offset rights under Section 12.4, or any such abatement rights under Section 6.6.

21.2 Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof and, as to Mortgagee, payments made in violation of this provision shall be a nullity as against Mortgagee and Tenant shall be liable for the amount of such payments to Mortgagee, unless (i) this Sublease expressly requires such a prepayment, (ii) such sums are actually received by Mortgagee, or (iii) such prepayment shall have been expressly approved of by Mortgagee. Notwithstanding the foregoing, Tenant’s payment of Tenant’s Proportionate Share of the Real Estate Taxes and/or Operating Costs in accordance with Section 5 shall not be deemed to be paid more than thirty (30) days prior to the due date thereof if paid in accordance with Section 5.

21.3 Subordination. This Sublease and Tenant’s rights hereunder shall be at all times subject to and subordinate to the lien of any mortgage now or hereafter recorded and affecting the Leased Premises provided that such subordination shall be conditioned upon such Mortgagee’s agreement to the effect that, in the event of any foreclosure of such mortgage, such holder will not disturb its possession under the Sublease. Notwithstanding the foregoing provisions of this Section 21, Tenant agrees, at the request of Landlord or Mortgagee, to execute and deliver promptly any certificate or other instrument which Landlord or Mortgagee may request subordinating the Sublease and all rights of Tenant under the Sublease to the mortgage held by Mortgagee, and to all advances made under such Mortgage, provided that the holder of such mortgage shall execute and deliver to Tenant a nondisturbance agreement to the effect that, in the event of any foreclosure of such Mortgage, such holder will not name Tenant as a party defendant to such foreclosure nor disturb its possession.
under the Sublease. No amendment of this Sublease shall have any effect unless the Mortgagee shall have consented thereto in writing, such consent to not be unreasonably withheld.

21.4 Limitations on Liability. Nothing contained in the foregoing Section 21.3 or in any such nondisturbance agreement or nondisturbance provision shall, however, affect the prior rights of the holder of any mortgage with respect to the proceeds of any award in condemnation or of any fire insurance policies affecting the Leased Premises (but not any insurance proceeds available to Tenant with respect to Tenant’s property at the Leased Premises, or any condemnation awards available to Tenant for dislocation damages or with respect to Tenant’s property at the Leased Premises), or impose upon any such holder any liability (i) for the erection or completion of the Leased Premises, or (ii) in the event of damage or destruction to the Leased Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually receive by, or made available to, such holder, or (iii) for any default by Landlord under the Sublease occurring prior to any date upon which such holder shall become Tenant's Landlord; provided, however, the foregoing shall not limit Mortgagee’s obligation to correct any conditions that exist as of the date when Mortgagee (or Mortgagee’s successor or assignee) succeeds to Landlord’s interest in the Property that violate such new Landlord’s obligations under this Sublease, or (iv) for any credits, offsets or claims against the rent under the Sublease as a result of any acts or omissions of Landlord committed or omitted prior to such date, or (v) for return of any security deposit or other finds unless the same shall have been received by such holder, and any such agreement or provision may so state.

21.5 Current Mortgage. Landlord represents and warrants that as of the date hereof the only mortgage affecting the Leased Premises and the Building is the mortgage given by Landlord to Northern Bank & Trust Company. The term “Mortgagee” as used herein shall mean any party to whom Landlord hereafter grants a mortgage on the Property. Promptly following the mutual execution of this Sublease, Landlord shall provide Tenant with a reasonably acceptable subordination, non-disturbance, and attornment agreement from such Mortgagee in accordance with Section 21.3.

22. INABILITY TO PERFORM - EXCULPATORY CLAUSE

Except as otherwise expressly provided in this Sublease, this Sublease and the obligations of Tenant to pay Rent hereunder and perform all other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Sublease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of strikes or labor troubles or any other similar or dissimilar cause whatsoever beyond Landlord's reasonable control, including but not limited to, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency. In each such instance of inability of Landlord to perform, Landlord shall exercise reasonable diligence to eliminate the cause of such inability to perform.

Tenant shall neither assert nor seek to enforce any claim for breach of this Sublease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Sublease, it being specifically agreed that in no event shall Landlord (which term shall include without limitation any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, disclosed or undisclosed of Landlord or any managing agent) ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action which shall not involve the personal liability of Landlord to respond in monetary damages from Landlord's assets other than the Landlord's interest in said real estate, as aforesaid. In no event shall Landlord or Tenant ever be liable for consequential damages. In no event shall any of Tenant’s directors, officers, employees, shareholders, members, managers, partners, representatives, or agents, whether disclosed or undisclosed have any personal obligation or liability under this Sublease, and Landlord shall not seek to assert any claim or enforce any of its rights under this Sublease against any such individuals.

23. BROKERAGE. Tenant and Landlord each warrant to the other that it has not engaged or used any real estate broker in connection with this Sublease other than CBRE (“Broker”). Tenant will indemnify and hold Landlord harmless
from and against all costs, liability and expenses without exception (including reasonable attorneys’ fees and costs of mediation, arbitration and litigation) that may arise out of any allegation that a real estate broker other than the Broker is entitled to a commission from Landlord arising from or relating to this Sublease through Tenant or any of its affiliates. Landlord will indemnify and hold Tenant harmless from and against all costs, liability and expenses without exception (including reasonable attorneys’ fees and costs of mediation, arbitration and litigation) that may arise out of any allegation that a real estate broker is entitled to a commission from Tenant arising from this Sublease through Landlord or any of its affiliates.

24. AUTHORITY TO BIND. The parties hereto respectively represent and warrant to each other that: (a) each has the requisite power and authority to enter into this Sublease, (b) all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Sublease, (c) the signatories executing this Sublease on behalf of each of the parties have been duly authorized and empowered to execute this Sublease, and (d) this Sublease Agreement is valid and shall be binding upon and enforceable against each of the parties.

25. COUNTERPARTS. This Sublease may be executed in any number of counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, binding on all of the parties. Delivery of an executed counterpart to this Sublease by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Sublease.

*** REMAINDER OF PAGE LEFT INTENTIONALLY BLANK ***
This Sublease is executed under seal as of the date set forth above.

**LANDLORD:**

Wellesley Sports Center, LLC  
ESG Associates, Inc., its Manager

By: ____________________________  
   Brian DeVellis, President

Date: ____________________________

**TENANT:**

Steward Medical Group, Inc.

By: ____________________________  
   , President

Date: ____________________________
EXHIBIT A

LEASED PREMISES

DRAWINGS
EXHIBIT B

GROUND LEASE
10. Special Town Meeting Articles & Das

Wellesley Office Park

Included in your packet is the proposed draft final development agreement that John Hancock has signed off on for your review. This version of the Development Agreement includes all attachments including the proposed zoning language.

MOVE To execute the Development Agreement for the Wellesley Office Park with John Hancock Life Insurance Company (USA).

Delanson Circle/148 Weston Road

Included for your review is the most up to date Residential Incentive Overlay proposed changes. Additionally, included is a redlined version of the Yard Regulations showing the minor change proposed to exempt certain dimensional requirements from projects in the Residential Incentive Overlay District.

Included you will also find the most up to date versions of the Delanson Development Agreement. Town Counsel has been working with Victor Sheen’s attorney to address questions/comments received to date from the Board, staff, and the recent meetings with the Advisory Committee. The Development Agreement for 148 Weston Road will largely mimic this language, but with specific project details. The Weston Road Agreement has not been updated significantly since the Board’s previous view of it, but will be and the latest version will be sent once received.
DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this ___ day of April, 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, according to the Housing Production Plan, the Town currently has 663 units of affordable housing listed on the SHI and needs an 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 “Master Plan”) that is anticipated to advance this important housing production goal by adding approximately 350 (but no less than 345) units of SHI-eligible affordable housing units in the first phase of the Master Plan (“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 (but no less than 345) 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 Master Plan) will count towards the Town’s SHI 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, subsequent Master Plan 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 approximately 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”) is expected to find 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 Master Plan, the Town is seeking approval by Wellesley Town Meeting at a Special Town Meeting scheduled for May 13, 2019 (the “Special Town Meeting”) of the Wellesley Park Smart Growth Overlay District, Sec. XIVJ.1. of the Zoning Bylaw of the Town (the “District Bylaw”), substantially in the form attached hereto as Exhibit C, 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 practicably 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 practicably 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 Master Plan;

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 include approximately 350
(but no less than 345) dwelling units in Phase I and approximately 250 dwelling units in a subsequent phase or phases. 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 Master Plan 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 Master Plan are informed by the memorandum prepared by Stantec Consulting Services, Inc. dated February 25, 2019 attached hereto as **Exhibit D** (the “Stantec Memorandum”), with additional consultation from the Town Department of Public Works. In preparation for the development of the Master Plan, the Owner will coordinate with the Town and the Massachusetts Department of Transportation (“MassDOT”) to prepare plans and specifications, obtain necessary permits, and privately 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 Master Plan are informed by the Stantec Memorandum with additional consultation from the Town Department of Public Works. In preparation for the development of the Master Plan, 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 privately 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 total project 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 lesser of (i) $500,000 and (ii) the money it receives from the Commonwealth of Massachusetts in the form of “Incentive Payments” and “Bonus Payments” from the Master Plan pursuant to G.L. c.40R (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 Master Plan are informed by the Preliminary Transportation Impact Analysis memorandum (the “Traffic Memorandum”) prepared by Vanasse & Associates, Inc. dated March 21, 2019 attached hereto as Exhibit E, with additional consultation from BETA Group on behalf of the Town. In support of the development of Phase I of the Master Plan, the Owner will coordinate with the Town and MassDOT, at their sole cost and expense, to prepare plans, obtain necessary permits, and implement the traffic safety and operational improvements at the William Street/Frontage Road intersection that are identified in the Traffic Memorandum (the “Phase I Traffic Improvements”) prior to the issuance of a final certificate of occupancy for the Phase I building. The Owner and the Town acknowledge that the Phase I Traffic Improvements require final design and construction approval of MassDOT which may result in design modifications or alternative means of improvement. The Owner will also prepare, in accordance with MassDOT design guidelines and submittal requirements, the necessary plans, studies and documentation required to support a formal 25 Percent Design Submission to MassDOT for additional improvements to the William Street/Frontage Road/Route 9 intersection, including the addition of a right-turn slip-lane from William Street to the I-95 northbound on-ramp and any associated roadway, traffic control or related improvements (the “Design Submission”), as set forth in the Traffic Memorandum. The Design Submission and associated plans and documentation will be presented to the Town’s Planning Department for review prior to submission to MassDOT, and will be completed and submitted to MassDOT prior to the 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 Master Plan, 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.

3.2 Future Phase Traffic Improvements. Additional traffic and pedestrian improvements may be required in conjunction with future phases of the Master Plan, 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 Master Plan 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 Design Submission. To the extent that a subsequent traffic study indicates that 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 Master Plan, 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 F (the “Environmental Table”), which has been informed by consultation with representatives and staff of 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 Effective Date; Termination. This Agreement shall become effective upon approval of the District Bylaw by Wellesley Town Meeting at the Special Town Meeting. 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
Wellesley, MA 02482

with a copy to:

Miyares and Harrington LLP
40 Grove Street  
Wellesley, MA 02482  
Attn: Thomas J. Harrington, Esq.

Owner: John Hancock Real Estate  
197 Clarendon Street  
Boston, MA 02116  
Attn: Anjali U. Chitre, Esq.

with a copy to:

Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, MA 02110-3333  
Attn: Peter L. Tamm, Esq.

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 remedying 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 Master Plan. 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 executed by the Owner or any New Entity and by a majority of the Board of Selectmen of the Town.

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 at the Special Town Meeting, DHCD, and the Massachusetts Attorney General, the Owner shall
diligently pursue the remaining permitting and development of Phase I, beginning with the site plan review submission for Phase I within 120 days of the Owner’s receipt of notice of the Town’s receipt of DHCD’s “Letter of Approval” of the District Bylaw. 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 design, permitting, and development of the Master Plan, the Water Line, the Sewer Line 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, the negotiation, execution and delivery of utility easements with third parties, the modification of existing utility easements, MassDOT 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 Master Plan.

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

6.14 **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 – District Bylaw
Exhibit D – Stantec Memorandum
Exhibit E – Traffic Memorandum
Exhibit F – Environmental Table
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 – District Bylaw
Exhibit D – Stantec Memorandum
Exhibit E – Traffic Memorandum
Exhibit F – Environmental Table
Exhibit A
Site Depiction

(attached hereto)
Exhibit B
Phase I Conceptual Plan

(attached hereto)
Exhibit C
District Bylaw

(attached hereto)
SECTION XIVJ. SMART GROWTH OVERLAY DISTRICTS

A. Purpose

The purposes of this Section are:

1. To allow for the establishment of Smart Growth Overlay Districts to promote the redevelopment of certain areas and properties in a form that meets the objectives of “smart growth” within the purposes of Mass. Gen. Laws Ch. 40R;

2. To provide for a more diversified housing stock within the Town of Wellesley, including affordable housing and housing types that meet the needs of the Town’s population, all as currently identified in the Wellesley Housing Production Plan;

3. To promote advanced site planning, sustainable design, improved transportation management, and environmental enhancements in the development of projects; and

4. To generate positive tax revenue, and to benefit from the financial incentives provided by Mass. Gen. Laws Ch. 40R, while providing the opportunity for new business growth and additional local jobs.

B. Definitions

As used in this Section and in sections associated with any district created under this Section, the following terms shall have the meanings set forth below. Additional terms and definitions contained in Section IA, Definitions, of the Zoning Bylaw that are applicable to the administration of this Section and any sections associated with any district created under this Section shall have the meanings ascribed to them by the definitions established as of the date of adoption of this Section, unless amendments to these definitions are subsequently approved the Massachusetts Department of Housing and Community Development.

**Administering Agency** - The Wellesley Housing Development Corporation, which shall have the power to monitor and to enforce compliance with the provisions of this Bylaw related to Assisted Units, including but not limited to computation of rental and sales prices; income eligibility of households applying for Assisted Units; administration of an approved housing marketing and resident selection plan; and recording and enforcement of an Affordable Housing Restriction for each Assisted Unit in the District.

**Affordable Housing Restriction** - A deed restriction of an Affordable Homeownership Unit meeting statutory requirements in Mass. Gen. Laws Ch. 184 Section 31 and the requirements of subsection K., Housing and Housing Affordability, of this Section.

**Affordable Rental Unit** - A Dwelling Unit required to be rented to an Eligible Household in accordance with the requirements of subsection K., Housing and Housing Affordability, of this Section.
Affordable Homeownership Unit - A Dwelling Unit required to be sold to an Eligible Household in accordance with the requirements of subsection K., Housing and Housing Affordability, of this Section.

Applicant - A landowner or other petitioner who files a site plan for a Development Project subject to the provisions of this Section.

Application - A petition for Site Plan Approval filed with the Approving Authority by an Applicant and inclusive of all required documentation as specified in administrative rules adopted pursuant to subsection E., Site Plan Review, of this Section.

Approving Authority - The Zoning Board of Appeals of the Town of Wellesley acting as the authority designated to review projects and issue approvals under this Section.

As-of-Right Development - A Development Project allowable under this Section without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Development Project that is subject to the Site Plan Review requirement of this Section shall be considered an As-of-Right Development.

Conservation Use - Any woodland, grassland, wetland, agricultural, or horticultural use of land, and/or any use of land for the construction and use of ponds or stormwater management facilities.

Department - The Massachusetts Department of Housing and Community Development (“DHCD”), or any successor agency.

Design Guidelines - The document entitled Design Guidelines Handbook, approved by DHCD on [______, 20__], pursuant to Mass. Gen. Laws Ch. 40R, Section 10. The Design Guidelines are applicable to all Development Projects within the District that are subject to Site Plan Review by the Approving Authority.

Developable Land - All land within the District that can be feasibly developed into Development Projects. Developable Land shall not include: the rights-of-way of existing public streets and ways; or areas that are: (1) protected wetland resources (including buffer zones) under federal, state, or local laws; (2) land unsuitable for development because of topographic features or for environmental reasons; or (3) rare species habitat designated under federal or state law. The foregoing definition shall be for purposes of calculating density under subsection D., Dimensional and Other Requirements, Paragraph 2, and shall not limit development activities in such excluded areas if otherwise allowed by applicable law.

Development Lot - One or more tracts of land defined by metes, bounds or lot lines in a deed or conveyance on a duly recorded plan which are designated as a Development Lot on a site plan for a development proposed within the District and for which Site Plan Approval is required under the provisions of this Section. Where a Development Lot
consists of more than a single lot, such lots (i) in combination, shall be treated as the Development Lot, (ii) may be contiguous or non-contiguous, (iii) need not be in the same ownership, and (iv) shall be considered as one lot for all calculation purposes, including parking requirements and Dwelling Units per acre. Any development undertaken on a Development Lot is subject to the Design Guidelines established under subsection I., Design Guidelines, of this Section. The owner of any such Development Lot shall be entitled to lawfully divide such lot without modifying the approved Site Plan and without the need for other approvals.

Development Project - A development comprising any permitted uses provided for hereunder undertaken under this Section. A Development Project shall be identified on a Site Plan which is submitted to the Approving Authority for Site Plan Review.


Eligible Household - An individual or household whose annual income is at or below eighty percent (80%) of the area-wide median income as determined by the United States Department of Housing and Urban Development (“HUD”), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Gross Floor Area - The floor area of space on all floors inclusive of heated basements, hallways, measured from the exterior faces of exterior walls. Gross floor area does not include covered walkways, open roofed-over areas, porches, balconies, exterior terraces or steps, chimneys, roof overhangs, parking garages and unheated basements.

Gross Leasable Floor Area - The area of a building exclusive of hallways, mechanical rooms, storage space and other miscellaneous space not exclusively occupied by a single tenant or occupant.

Multi-Family Dwelling - A residential building containing four or more Dwelling Units.

Office or Office Use - A place for the regular performance of business transactions and services, generally intended for administrative, professional and clerical activities, including a medical or dental office or health clinic.

Office High-Tech or Office High-Tech Use - A place for the regular performance of research and development, high tech, biotechnology, life sciences and/or other related uses, provided that such use does not involve disturbing or offensive noise, vibration, smoke, gas, fumes, odors, dust or other objectionable or hazardous features.

Principal Use - The main or primary purpose for which a structure, building, or Development Lot is designed, arranged, licensed, or intended, or for which it may be
used, occupied, or maintained under this Section. More than one Principal Use is permitted as-of-right on a Development Lot or within a Development Project.

**Recreational Accessory Use** - A use subordinate to a Principal Residential Use on the same Development Lot or in the same structure and serving a purpose customarily incidental to the Principal Residential Use, and which does not, in effect, constitute conversion of the Principal Use of the Development Lot, site or structure to a use not otherwise permitted in the District. Recreational Accessory Uses may include, but are not limited to greenhouse, tool shed, clubhouse, swimming pool, tennis court, basketball court, and playground.

**Recreational Use** - The principal use or intended principal use of land or structures for relaxation, entertainment, amusement, sports, or the like, whether on a fee or non-fee basis, including fitness clubs, play areas and dog parks.

**Restaurant** - Any business establishment principally engaged in serving food, drink, or refreshments, whether prepared on or off the premises.

**Small-Scale Retail Establishment** - A business establishment, not exceeding 5,000 sq. ft. of Gross Leasable Floor Area, selling goods and/or services to customers on site, generally for end-use personal, business, or household consumption. A reasonable amount of storage of said goods shall also be assumed to be an integral part of small-scale retail use.

**Site Plan** - A plan depicting a proposed Development Project for all or a portion of the District and which is submitted to the Approving Authority for its review and approval in accordance with the provisions of I. SITE PLAN REVIEW of this Bylaw.

**Site Plan Approval** - The Approving Authority’s authorization for a proposed Development Project based on a finding of compliance with this Section of the Bylaw and Design Guidelines after the conduct of a Site Plan Review.

**Site Plan Review** - The review procedure established by this Section and administered by the Approving Authority. While similar to Site Plan Review as established in Section XVIA, Project Approval, of this Bylaw, Site Plan Review as used and referenced in this Section is a separate and distinct process not subject to the provisions of Section XVIA.

**Underlying Zoning** - The zoning requirements adopted pursuant to Mass. Gen. Laws Ch. 40A that are otherwise applicable to the geographic area in which the District is located, as said requirements may be amended from time to time.

**Unrestricted Unit** - A Dwelling Unit that is not restricted as to rent, price or eligibility of occupants.

C. Establishment and Delineation of Districts
1. **Generally**

The specific districts established under this Section shall serve as overlay districts, to be superimposed over the underlying zoning districts. The boundaries of the districts are delineated on the Zoning District Map of the Town of Wellesley, pursuant to Section I, Establishment of Districts, of the Zoning Bylaw.

2. **Specific Districts**

The following are the specific districts established under this Section:

a. Wellesley Park Smart Growth Overlay District; as contained in Section XIVJ.1, Wellesley Park Smart Growth Overlay District

---

D. **Authority and Applicability**

The districts established under this Section are done so pursuant to the authority of Mass. Gen. Laws Ch. 40R and 760 CMR 59.00. At the option of the Applicant, development of land within the districts established pursuant to this Section may be undertaken subject to the zoning controls set forth in this Section, or by complying with all applicable Underlying Zoning controls set forth in the Zoning Bylaw of the Town of Wellesley. Notwithstanding anything to the contrary in the Zoning Bylaw, Development Projects proceeding under this Section shall be governed solely by the provisions of this Section and the standards and/or procedures of the Underlying Zoning shall not apply. Except as otherwise specifically provided for in this Section, Development Projects proposed pursuant to this Section shall not be subject to any other provisions of the Zoning Bylaw., including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or Dwelling Unit limitations. Where other provisions of the Zoning Bylaw are specifically referenced as applying to Development Projects, generally under this Section or within the districts established under this Section, such provisions shall be administered as established as of the date of adoption of this Section, unless amendments are subsequently approved the Massachusetts Department of Housing and Community Development.

E. **Site Plan Review**

Development Projects within districts established pursuant to this Section shall be subject to the Site Plan Review process encompassing the following. Development Projects within such districts shall not be subject to the separate and distinct Site Plan Review process established under Section XVIA, Project Approval, of the Zoning Bylaw.

1. **Pre-Application Review**

The Applicant is encouraged to participate in a pre-Application review at a regular meeting of the Approving Authority. The purpose of the pre-Application review is to
minimize the Applicant's cost of engineering and other technical experts, and to obtain the advice and direction of the Approving Authority prior to filing the Application. At the pre-Application review, the Applicant shall outline the proposal and seek preliminary feedback from the Approving Authority, other municipal review entities, and members of the public. The Applicant is also encouraged to request a site visit by the Approving Authority and/or its designee in order to facilitate pre-Application review.

2. Application Procedures

   a. The Applicant shall file an original of the Application with the Town Clerk for certification of the date and time of filing. Said filing shall include any required forms established by the Approving Authority. A copy of the Application, including the date and time of filing certified by the Town Clerk, as well as the required number of copies of the Application, shall be filed forthwith by the Applicant with the Approving Authority and Building Inspector. As part of any Application for Site Plan Approval for a Development Project, the Applicant must submit the following documents to the Approving Authority and the Administering Agency:

      i. Evidence that the Development Project complies with the cost and eligibility requirements of subsection K., Housing and Housing Affordability;

      ii. Development Project plans and reports that demonstrate compliance with the design and construction standards of subsection K., Housing and Housing Affordability; and

      iii. A form of Affordable Housing Restriction that satisfies the requirements of subsection K., Housing and Housing Affordability.

   b. Upon receipt by the Approving Authority, Applications shall be distributed to the Planning Board, Building Inspector, Fire Chief, Police Chief, Health Department, Wetlands Protection Committee, Design Review Board, the Board of Selectmen, and the Department of Public Works. Any reports from these parties shall be submitted to the Approving Authority within thirty (30) days of filing of the Application; and

   c. Within thirty (30) days of filing of an Application with the Approving Authority, the Approving Authority or its designee shall evaluate the proposal with regard to its completeness and shall advise the Applicant whether the Application is complete or whether additional materials are required. If the Application is deemed incomplete, the Approving Authority or its designee will identify with specificity what additional materials are required. The Approving Authority or its designee shall forward to the Applicant, with its report, copies of all recommendations received to date from other boards, commissions or departments.
3. **Public Hearing**

The Approving Authority shall hold a public hearing and review all Applications according to the procedure specified in Mass. Gen. Laws Ch. 40R Section 11 and 760 CMR 59.04(1)(f).

4. **Site Plan Approval Decision**

   a. The Approving Authority shall make a decision on the Site Plan Application, and shall file said decision with the Town Clerk, within one hundred twenty (120) days of the date the Application was received by the Town Clerk. The time limit for public hearings and taking of action by the Approving Authority may be extended by written agreement between the Applicant and the Approving Authority. A copy of such agreement shall be filed with the Town Clerk;

   b. Failure of the Approving Authority to take action within one hundred twenty (120) days or extended time, if applicable, shall be deemed to be an approval of the Application;

   c. An Applicant who seeks approval because of the Approving Authority’s failure to act on an Application within the one hundred twenty (120) days or extended time, if applicable, must notify the Town Clerk in writing of such approval, within fourteen (14) days from the expiration of said time limit for a decision, and that a copy of that notice has been sent by the Applicant to the parties in interest by mail and that each such notice specifies that appeals, if any, shall be made pursuant to Mass. Gen. Laws Ch. 40R and shall be filed within twenty (20) days after the date the Town Clerk received such written notice from the Applicant that the Approving Authority failed to act within the time prescribed;

   d. The Approving Authority’s findings, including the basis of such findings, shall be stated in a written decision of approval, conditional approval or denial of the Application for Site Plan Approval. The written decision shall contain the name and address of the Applicant, identification of the land affected and its ownership, and reference by date and title to the plans that were the subject of the decision. The written decision shall certify that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the Approving Authority;

   e. The decision of the Approving Authority, together with the detailed reasons therefor, shall be filed with the Town Clerk, the Planning Board, and the Building Inspector. A certified copy of the decision shall be mailed to the owner and to the Applicant, if other than the owner. A notice of the decision shall be sent to the parties in interest and to persons who requested a notice at the public hearing; and
f. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If the Application is approved by reason of the failure of the Approving Authority to timely act, the Town Clerk shall make such certification on a copy of the notice of Application. A copy of the decision or notice of Application shall be recorded with the title of the land in question in the Norfolk County Registry of Deeds, and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner’s certificate of title. The responsibility and the cost of said recording and transmittal shall be borne by the owner of the land in question or the Applicant.

5. Criteria for Approval

The Approving Authority shall approve the Development Project upon the following findings:

a. The Applicant has submitted the required fees and information as set forth in applicable regulations;

b. The proposed Development Project as described in the Application meets all of the requirements and standards set forth in this Section and applicable Design Guidelines, or a waiver has been granted therefrom; and

c. Any extraordinary adverse potential impacts of the Development Project on nearby properties can be adequately mitigated.

For a Development Project subject to the Affordability requirements of subsection K., Housing and Housing Affordability, compliance with condition (b) above shall include written confirmation by the Approving Authority that all requirements of that Section have been satisfied. Prior to the granting of Site Plan Approval for a Project, the Applicant must demonstrate, to the satisfaction of the Administering Agency, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to the Town of Wellesley.

6. Criteria for Conditional Approval

The Approving Authority may impose conditions on a Development Project as necessary to ensure compliance with the District requirements of this Section and applicable Design Guidelines, or to mitigate any extraordinary adverse impacts of the Development Project on nearby properties, insofar as such conditions are compliant with the provisions of Mass. Gen. Laws Ch. 40R and applicable regulations and do not unduly restrict (i.e. by adding unreasonable costs or by unreasonably impairing the economic feasibility of a proposed Development Project) opportunities for residential development.
7. **Criteria for Denial**

The Approving Authority may deny an Application for Site Plan Approval pursuant to this Section of the Bylaw only if the Approving Authority finds one or more of the following:

a. The Development Project does not meet the requirements and standards set forth in this Section and applicable Design Guidelines; or

b. The Applicant failed to submit information and fees required by this Section and necessary for an adequate and timely review of the design of the Development Project or potential Development Project impacts; or

c. The Development Project would result in extraordinary adverse impacts on nearby properties that cannot be mitigated by means of suitable conditions.

8. **Time Limit**

A project approval shall remain valid and shall run with the land indefinitely provided that construction has commenced within two (2) years after the decision issues, which time shall be extended by the time required to adjudicate any appeal from such approval. Said time shall also be extended if the project proponent is actively pursuing other required permits for the project or if there is good cause for the failure to commence construction, or as may be provided in an approval for a multi-phase Development Project.

9. **Appeals**

Pursuant to Mass. Gen. Laws Ch. 40R Section 11, any person aggrieved by a decision of the Approving Authority may appeal to the Superior Court, the Land Court, or other court of competent jurisdiction within twenty (20) days after the Site Plan decision has been filed in the office of the Town Clerk.

10. **Rules and Regulations**

The Approving Authority shall adopt administrative rules relative to the Application requirements and contents for Site Plan Review; such rules shall be filed with the Town Clerk. Such administrative rules, and any amendment thereto, must be approved by the Department of Housing and Community Development.

F. **Waivers**

The Approving Authority may waive the bulk and dimensional, parking, and other provisions required by any district created pursuant to this Section and may waive specific requirements or recommendations of applicable Design Guidelines upon a
finding that such waiver will allow the Development Project to achieve the density, affordability, mix of uses, and/or physical character allowable under this Section or the specific district.

G. Project Phasing

The Approving Authority, as a condition of any Site Plan Approval, may allow a Development Project to be constructed in one or more phases.

H. Change in Plans After Approval by the Approving Authority

1. Minor Change

After Site Plan Approval, an Applicant may apply to make minor changes in a Development Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall build out or building envelope (i.e., general massing, height and bulk) of the site, or provision of open space, number of housing units, or housing need or affordability features. A change of one percent (1%) or less in the number of housing units in a Development Project shall constitute a minor change. Such minor changes must be submitted to the Approving Authority on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the Approving Authority. The Approving Authority may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The Approving Authority shall set forth any decision to approve or deny such minor change by motion and written decision, and provide a copy to the Applicant for filing with the Town Clerk.

2. Major Change

Those changes deemed by the Approving Authority to constitute a major change in a Development Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the Approving Authority as a new Application for Site Plan Approval pursuant to this Section.

I. Design Guidelines

To ensure that new development shall be of high quality, and shall meet the standards envisioned by the Town of Wellesley in adopting this Section and any districts established under this Section, the Approving Authority shall adopt the Design Guidelines governing the issuance of Site Plan Approvals for Development Projects within the districts established under this Section and shall file a copy with the Town Clerk. In addition to the standards set forth in this Bylaw, the physical character of Development Projects within the districts shall comply with such Design Guidelines,
unless waived hereunder. In the event of any conflict between this Bylaw and the Design Guidelines, this Bylaw shall govern and prevail.

J. Fair Housing Requirement

All Development Projects within the districts established herein shall comply with applicable federal, state and local fair housing laws.

K. Housing and Housing Affordability

1. Number of Assisted Units

   Twenty-five percent (25%) of all Dwelling Units constructed in a Development Project shall be maintained as Assisted Units. When the application of this percentage results in a fractional number of required Dwelling Units, the fractional number shall be rounded up to the next whole number.

2. General Requirements

   Assisted Units shall comply with the following requirements:

   a. The monthly rent payment for an Affordable Rental Unit, including utilities and parking, shall not exceed thirty percent (30%) of the maximum monthly income permissible for an Eligible Household, assuming a Family size equal to the number of bedrooms in the unit plus one, unless other affordable program rent limits approved by DHCD shall apply;

   b. For an Affordable Homeownership Unit, the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, insurance, and parking, shall not exceed thirty percent (30%) of the maximum monthly income permissible for an Eligible Household, assuming a Family size equal to the number of bedrooms in the unit plus one; and

   c. Assisted Units required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.

3. Design and Construction

   a. Design. Assisted Units must be reasonably dispersed throughout any phase of a Development Project containing Dwelling Units and be comparable in initial construction quality and exterior design to the Unrestricted Units. However, nothing in this section is intended to limit a homebuyer’s rights to renovate a Dwelling Unit under applicable law. The Assisted Units must have access to all on-site amenities available to Unrestricted Units. Assisted Units shall be finished housing units; and
b. **Timing.** All Assisted Units must be constructed and occupied not later than concurrently with construction and occupancy of Unrestricted Units and, for Development Projects that are constructed in phases, Assisted Units must be constructed and occupied during the initial lease-up period, insofar as is practicable, in proportion to the number of Dwelling Units in each residential phase of the Development Project.

4. **Unit Mix**

The total number of bedrooms in the Assisted Units shall, insofar as practicable, be in the same proportion to the total number of bedrooms in the Unrestricted Units.

5. **Affordable Housing Restriction**

All Assisted Units shall be subject to an Affordable Housing Restriction which is recorded with the Norfolk County Registry of Deeds or the Land Court. The Affordable Housing Restriction shall provide for the implementation of the requirements of this Section. All Affordable Housing Restrictions must include, at minimum, the following:

a. Description of the Development Project, including whether the Assisted Unit will be rented or owner-occupied;

b. A description of the Affordable Homeownership Unit, if any, by address and number of bedrooms; and a description of the overall quantity and number of bedrooms and number of bedroom types of Affordable Rental Units in a Development Project containing Dwelling Units or portion of a Development Project containing Dwelling Units which are rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Development Project containing Dwelling Units or the rental portion of a Development Project containing Dwelling Units without specific unit identification.

c. The term of the Affordable Housing Restriction shall be the longest period customarily allowed by law but shall be no less than thirty (30) years.

d. The name and address of an Administering Agency with a designation of its power to monitor and enforce the Affordable Housing Restriction;

e. Reference to a housing marketing and resident selection plan, to which the Assisted Unit is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. The housing marketing and selection plan shall provide for local preferences in resident selection to the maximum extent permitted under applicable law. The plan shall designate the household size appropriate for a unit with respect to
bedroom size and provide that preference for such unit shall be given to a household of the appropriate size;

f. A requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;

g. Reference to the formula pursuant to which rent of a rental unit or the maximum resale price of a homeownership unit will be set;

h. A requirement that only an Eligible Household may reside in an Assisted Unit and that notice of any lease or sublease of any Assisted Unit to another Eligible Household shall be given to the Administering Agency;

i. Provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Administering Agency;

j. Provision that the restriction on an Affordable Homeownership Unit shall run in favor of the Administering Agency and the Town of Wellesley, in a form approved by town counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;

k. Provision that the restriction on Affordable Rental Units in a rental Project or rental portion of a Development Project containing Dwelling Units shall run with the rental Development Project containing Dwelling Units or rental portion of a Development Project containing Dwelling Units and shall run in favor of the Administering Agency and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;

l. Provision that the owner(s) or manager(s) of Affordable Rental Unit(s) shall file an annual report to the Administering Agency, in a form specified by that agency, certifying compliance with the provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability;

m. A requirement that residents in Assisted Units provide such information as the Administering Agency may reasonably request in order to ensure affordability; and

n. Designation of the priority of the Affordable Housing Restriction over other mortgages and restrictions.

6. **Administration**

   a. Administering Agency. The Administering Agency shall ensure the following:
i. Prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;

ii. Income eligibility of households applying for Assisted Units is properly and reliably determined;

iii. The housing marketing and resident selection plan conforms to all requirements and is properly administered;

iv. Sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and

v. Affordable Housing Restrictions meeting the requirements of this section are recorded with the Norfolk County Registry of Deeds or the Land Court.

b. Housing Marketing and Selection Plan. The housing marketing and selection plan may make provision for payment by the Applicant of reasonable costs to the Administering Agency to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements.

c. Failure of the Administering Agency. In the case where the Administering Agency cannot adequately carry out its administrative duties, upon certification of this fact by the Board of Selectmen or by the Department of Housing and Community Development, the administrative duties shall devolve to and thereafter be administered by a qualified housing entity designated by the Board of Selectmen or, in the absence of such designation, by an entity designated by the Department of Housing and Community Development.

K. Annual Update

On or before July 31 of each year, the Board of Selectmen shall cause to be filed an Annual Update with the DHCD in a form to be prescribed by DHCD. The Annual Update shall contain all information required in 760 CMR 59.07, as may be amended from time to time, and additional information as may be required pursuant to Mass. Gen. Laws Ch. 40S and accompanying regulations. The Town Clerk of the Town of Wellesley shall maintain a copy of all updates transmitted to DHCD pursuant to this Bylaw, with said copies to be made available upon request for public review.

L. Notification of Issuance of Building Permits

Upon issuance of a residential building permit within the districts established herein, the Building Inspector of the Town of Wellesley shall cause to be filed an application to the DHCD, in a form to be prescribed by DHCD, for authorization of payment of a one-time
density bonus payment for each residential building permit pursuant to Mass. Gen. Laws Ch. 40R. The application shall contain all information required in 760 CMR 59.06(2), as may be amended from time to time, and additional information as may be required pursuant to Mass. Gen. Laws Ch. 40S and accompanying regulations. The Town Clerk of the Town of Wellesley shall maintain a copy of all such applications transmitted to DHCD pursuant to this Bylaw, with said copies to be made available upon request for public review.

M. Date of Effect

The effective date of this Bylaw shall be the date on which such adoption is voted upon by Town Meeting pursuant to the requirements of Mass. Gen. Laws Ch. 40A Section 5 and Mass. Gen. Laws Ch. 40R; provided, however, that an Applicant may not proceed with construction pursuant to this Bylaw prior to the receipt of final approval of this Bylaw and accompanying Zoning Map by both the DHCD and the Office of the Massachusetts Attorney General.

N. Severability

If any provision of this Section and/or any provision associated with a specific district created under this Section is found to be invalid by a court of competent jurisdiction, the remaining provisions shall not be affected but shall remain in full force, and such invalidity shall not affect the validity of the remainder of the Zoning Bylaws of the Town of Wellesley.
SECTION XIVJ.1. WELLESLEY PARK SMART GROWTH OVERLAY DISTRICT

A. Purpose

The purposes of this Section are:

1. To establish a specific District pursuant to the provisions of Section XIVJ, Smart Growth Overlay Districts, of the Zoning Bylaw;

2. To establish the Wellesley Park Smart Growth Overlay District to promote the redevelopment of the Wellesley Office Park into a vibrant, workable, livable community with a rich sense of place in a form that meets the objectives of “smart growth” within the purposes of Mass. Gen. Laws Ch. 40R;

3. To provide for a more diversified housing stock within the Town of Wellesley, including affordable housing and housing types that meet the needs of the Town’s population, all as currently identified in the Wellesley Housing Production Plan;

4. To promote advanced site planning, sustainable design, improved transportation management, and environmental enhancements in the mixed-use redevelopment of the Wellesley Park Smart Growth Overlay District; and

5. To generate positive tax revenue, and to benefit from the financial incentives provided by Mass. Gen. Laws Ch. 40R, while providing the opportunity for new business growth and additional local jobs.

B. Establishment and Delineation of District

This District, to be known as the Wellesley Park Smart Growth Overlay District (the “Wellesley Park Overlay District”), is established pursuant to and subject to the provisions of Section XIVJ, Smart Growth Overlay Districts, of the Zoning Bylaw. The Wellesley Park Overlay District is an overlay district having a land area of approximately 26 acres in size that is superimposed over the underlying zoning district. The boundaries of the Wellesley Park Overlay District are delineated as the “Wellesley Park Smart Growth Overlay District” on the Zoning Map of the Town of Wellesley.

C. Permitted Uses

1. The following Principal Uses, either alone or in any combination thereof, as well as any Accessory Uses to the following Principal Uses, shall be permitted upon Site Plan Approval pursuant to the provisions of this Section and Section XIVJ, Smart Growth Overlay Districts. All uses not expressly allowed are prohibited.

   a. Multi-Family Dwellings;

   b. Small-Scale Retail Establishments
c. Restaurants, excluding drive-through windows or service;

d. Assisted Elderly Housing;

e. Independent Elderly Housing;

f. Nursing Homes and Skilled Nursing Facility;

g. Offices;

h. Office-High Tech;

i. Hotels;

j. Banks;

k. Conservation Uses;

l. Recreational Uses; and

m. Parking accessory to any of the above Principal Uses, including surface parking, parking under buildings, and above- and below-grade structured parking.

2. The following Principal Uses in excess of the area standards established under Section XVIA shall require the issuance of a Project of Significant Impact Special Permit pursuant to Section XVIA, Project Approval, of the Zoning Bylaw, as a prerequisite to Site Plan Approval. If such Principal Use is proposed in combination with another, otherwise permitted use, the otherwise permitted use shall not be subject to issuance of a Project of Significant Impact Special Permit.

a. Restaurants, which shall not include drive-through windows or service, in excess of 5,000 square feet;

b. Assisted Elderly Housing;

c. Independent Elderly Housing;

d. Nursing Homes and Skilled Nursing Facility;

e. Offices and Office-High Tech; and

f. Hotels

D. Dimensional and Other Requirements
Buildings and Development Lots within the Wellesley Park Overlay District shall be subject to the following requirements:

1. **Density**

   Development of the following uses within the Wellesley Park Overlay District shall be limited, as follows:

   a. Multi-family dwellings: no more than five hundred fifty (550) total Dwelling Units or twenty (20) units per acre based on the entire area of the District, whichever is greater;

   b. Small-Scale Retail Establishments: not to exceed a total of 19,500 gross square feet;

   c. Offices and Office-High Tech: not to exceed a total of 700,000 gross square feet; and

   d. Hotels: not to exceed a total of 175 rooms;

2. **Total Allowable New Non-Residential Uses**

   The total non-residential Gross Leasable Floor Area within the District, including but not limited to Small-Scale Retail, Restaurant, Assisted Elderly Housing, Independent Elderly Housing, Nursing Homes and Skilled Nursing Facility, Office, Hotel, Bank, Office-High Tech, and Recreational Uses, but excluding all existing Gross Leasable Floor Area within the District in existence on the date of adoption of this Section ("Existing Floor Area"), shall not exceed 49% of the residential Gross Leasable Floor Area (constructed and planned). To the extent the Existing Floor Area is reduced for any reason whatsoever, it may be replaced with new non-residential Gross Leasable Floor Area without impacting this calculation.

3. **Minimum Area**

   There shall be no minimum area of a Development Lot within the Wellesley Park Overlay District.

4. **Setbacks/Yards**

   There shall be no minimum setback or yard requirements within the Wellesley Park Overlay District, except for the buffer from Adjacent Property requirement described in paragraph 5.

5. **Buffer from Adjacent Property**
A minimum buffer of twenty-five (25) feet shall be maintained where such a buffer is present at the time of the adoption of this Section along the perimeter of the Wellesley Park Overlay District boundary. No vertical construction or pavement shall be allowed within this minimum buffer, provided that the following elements shall be permitted: pedestrian paths and sidewalks; vehicular access points to the District; cart paths to serve adjacent recreational uses; such emergency access and egress as may be required by the Town of Wellesley; drainage facilities; utilities and related easements but not including a wastewater treatment facility; landscaping; plantings; fences and walls; and signage and lighting approved by the Approving Authority pursuant to this Section.

6. **Height**

The maximum height of buildings and structures in a Development Project in the Wellesley Park Overlay District shall be eighty-five (85) feet, and the aggregate height of all buildings in the Wellesley Park Overlay District shall not exceed five hundred and seventy-five (575) feet based on the maximum height of each individual building. Independent parking structures shall not be included in the calculation of aggregate height.

For the purposes of Development Projects within the Wellesley Park Overlay District, building or structure height shall be the distance between average finished grade adjacent to the building, exclusive of basements, and the ceiling of the upper-most occupied space in the building in the case of flat roofs and, in the case of buildings with pitched roofs, at the point at which such ceiling intersects with the exterior portion of the building. The calculation of building height shall not apply to roof tanks and their supports, roof decks, parapets, ventilating, air conditioning and similar building service equipment, chimneys, railings, skylights, mechanical penthouses, and other similar features of buildings which are in no way designed or used for living purposes nor the portion of the pitched roof above the intersection of the ceiling of the upper-most heated space and the exterior of the building.

7. **Non-Frontage Development**

In the Wellesley Park Overlay District and on parcels that are contiguous to the Wellesley Park Overlay District, a Development Lot lacking frontage may be developed and used without regard to the lack of frontage, provided that the non-frontage development has permanent access to a private or public way that is located within the Wellesley Park Overlay District through easements recorded with the Norfolk County Registry of Deeds and appropriate provisions are made for parking, drainage and utilities. The development and use of such non-frontage development located entirely within the District shall be consistent with the requirements of this Section. Such non-frontage development may be subdivided and sold or transferred, provided that each Development Lot so subdivided retains or is granted such cross access, drainage and utility easements to serve such non-frontage development. Should such transfer occur after an approval hereunder, in addition to the easements
referred to above, the transferee shall demonstrate to the Approving Authority that the non-frontage development shall remain in compliance with any conditions of Site Plan Approval and, for parcels that are contiguous to the Wellesley Park Overlay District, with applicable zoning requirements.

8. Number of Buildings on a Development Lot

In the Wellesley Park Overlay District, more than one principal building may be erected on a Development Lot. Buildings may also be erected in the Wellesley Park Overlay District across Development Lot lines.

E. Parking

Parking provided in the Wellesley Park Development District, including structured parking, shall comply with these provisions and shall not be subject to Section XXI, Off-Street Parking or any other provisions of the Zoning Bylaw. Regardless of these requirements, parking shall be designed and constructed to comply with all applicable disability access requirements including, but not limited to, the Americans with Disabilities Act.

1. Required Parking

Parking shall be provided for uses according to Table 1, Required Parking, below. When application of the requirements set forth below results in a number that includes a fraction, the fraction shall be rounded up to the next whole number.

<table>
<thead>
<tr>
<th>Table 1 - Required Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Use</strong></td>
</tr>
<tr>
<td>Multi-Family Dwelling Unit</td>
</tr>
<tr>
<td>Small-Scale Retail</td>
</tr>
<tr>
<td>Establishments</td>
</tr>
<tr>
<td>Banks</td>
</tr>
<tr>
<td>Restaurant</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
2. **On-Street Parking Offset**

Parking spaces within the public right-of-way may be counted toward the minimum parking required pursuant to paragraph 1., Required Parking.

3. **Parking Design and Construction Standards**

The design and construction standards for parking shall be approved by the Approving Authority in conjunction with the Site Plan Approval of a Development Project; such design and construction standards shall address the dimensions for parking spaces, maneuvering aisles, driveways, and landscape islands, and materials and specifications for paving, curbing, lighting, and landscaping.

4. **Modification in Parking Requirements**

Notwithstanding anything to the contrary herein, any minimum required or maximum permitted amount of parking may be modified by the Approving Authority through the Site Plan Approval process, if the Applicant can demonstrate that the modified amount of parking will not cause excessive congestion, endanger public safety, or that a modified amount of parking will provide positive environmental or other benefits, taking into consideration:

a. The availability of public or commercial parking facilities in the vicinity of the use being served;

b. Shared use of parking spaces serving other uses having peak user demands at different times;

c. Age or other occupancy restrictions which are likely to resulting a lower level of auto usage; and

d. Such other factors, including the availability of valet parking, shuttle service, or a transportation management plan as may be considered by the Approving Authority. Where such reduction is authorized, the Approving Authority may impose conditions of use or occupancy appropriate to such reductions.

5. **Signage**

All new signage in the Wellesley Park Overlay District shall be approved by the Approving Authority in conjunction with the Site Plan Approval of a Development Project.
Project. The Applicant shall submit, as part of its Site Plan Review filing, a master signage plan for approval by the Approving Authority establishing allowances, requirements, and limitations for all new signage within the Wellesley Park Overlay District. The master signage plan, as may be updated and revised with the approval of the Approving Authority, shall, with respect to both existing and future signs, specify all applicable sign types, dimensions, materials, quantities and other standards for review by the Approving Authority in the course of Site Plan Approval. Upon approval by the Approving Authority, the master signage plan shall become the sole governing source of standards and requirements for all new signage within the Wellesley Park Overlay District under the Zoning Bylaw. Sign permits for any sign meeting these established standards may be issued by the Inspector of Buildings of the Town of Wellesley upon approval of the master signage plan.
Exhibit D
Stantec Memorandum

(attached hereto)
To: Town of Wellesley  
From: Frank Holmes, P.E.  
Boston (Causeway St) MA Office  
File: Wellesley Office Park – Infrastructure Improvements Summary and Cost Estimate  
Date: February 25, 2019

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 us 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&quot; 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
Exhibit E

Traffic Memorandum

(attached hereto)
MEMORANDUM

TO:       Ms. Meghan Jop  
          Executive Director  
          Town of Wellesley  
          525 Washington Street  
          Wellesley, MA 02482

FROM:    Mr. Jeffrey S. Dirk, P.E., PTOE, FITE  
         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 21, 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 250 multifamily units (600 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 entail 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.

- **William 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, the necessary plans, studies and documentation required to support a formal 25 Percent Design Submission to MassDOT for additional improvements to the William Street/Frontage Road/Route 9 intersection will be advanced. The improvements will include the addition of a right-turn slip-lane from William Street to the I-95 northbound on-ramp and any associated roadway, traffic control or related improvements. The 25 Percent Design Submission and associated plans and documentation will be presented to the Town for review prior to submission to MassDOT, and will be completed and submitted to MassDOT prior to the issuance of the final CO for the Phase I multifamily residential building.
- **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).

- **William Street Access Improvements** – To the extent that MassDOT approves the 25 Percent Design Submission for the additional improvements at the William Street/Quinobequin Road/Route 9 intersection, the improvements will 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 25 Percent Design Submission, 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 F

Environmental Table

(attached hereto)
### Environmental Strategies

**Overall Objective:** The redevelopment of Wellesley Office Park will promote long-term sustainability and the protection of the environment around it.

Numerous strategies are being considered to improve sustainability and to enhance protection of the adjacent natural resources, including:

- Reduction of individually occupied vehicles accessing the site.
- Encouragement of various program types (housing, office, service retail) to allow occupants to stay on site.
- Reduction of energy use on the property as it is redeveloped, specifically focused on reducing GHG emissions.
- Enhancement of the quality of natural resources on and adjacent to the property.

### Phase I Goals

<table>
<thead>
<tr>
<th>Overall Site Planning, Development and Management</th>
<th>Phase I Goals</th>
<th>Phase II Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduce outdoor water use</td>
<td>Study feasibility of irrigation wells and/or rainwater harvesting to separate irrigation systems from potable water system. Use of drought resistant plantings and permeable pavers where possible.</td>
<td>Study feasibility of irrigation wells and/or rainwater harvesting to separate irrigation systems from potable water supply. Develop a comprehensive landscaping plan for the park and utilize native, drought tolerant landscape to reduce irrigation demand.</td>
</tr>
<tr>
<td>Enhancement of open space</td>
<td>Work with OCR for enhancing public access to public open spaces.</td>
<td>Work with OCR on enhancing public access to the trail along the Charles River.</td>
</tr>
<tr>
<td>Protection of floodplain</td>
<td>Provide compensatory storage as required, and additional storage if possible.</td>
<td>Provide compensatory storage and install rain gardens on site.</td>
</tr>
<tr>
<td>Wetlands/natural resource protection</td>
<td>Reduce impervious surfaces and introduce modern stormwater management system to replace existing outdated system. No new disturbance to naturally vegetated areas. Water quality improvements resulting from Stormwater Management system.</td>
<td>Reduce impervious surfaces and introduce modern stormwater management system to replace existing outdated system. No new disturbance to naturally vegetated areas. Water quality improvements resulting from Stormwater Management system.</td>
</tr>
<tr>
<td>Site energy saving</td>
<td>Install low energy site lighting with minimal lighting spill / dark sky fixtures.</td>
<td>Install low energy site lighting with minimal lighting spill / dark sky fixtures.</td>
</tr>
<tr>
<td>Reduction of individual vehicular access to site</td>
<td>Implement robust Transportation-Demand Management (TDM) Program. Provide sheltered bicycle parking. Provide shuttle to public transit.</td>
<td>Expand the TDM Program to all uses and enhance the elements of the program to include specific measures targeted to the users of the office parking to reduce overall traffic and parking demands.</td>
</tr>
<tr>
<td>Manage landscapes using natural materials and reduce use of chemicals for landscaping and maintenance</td>
<td>Use of native and adaptive plantings and natural fertilizers, if needed.</td>
<td>Use of native and adaptive plantings and natural fertilizers, if needed.</td>
</tr>
</tbody>
</table>

### Individual Building Development

| Design and construction of buildings with reduced consumption of water and sewer services | Introduce low flow fixtures for Phase I | All future buildings will be planned to use low water use fixtures and systems |
| Design and construction of buildings with very high energy efficiency | Install high efficiency heating and cooling systems, use efficient lighting controls, install high performance building envelope. Use demand hot water heaters in Phase I residential building. | Future buildings will be planned to install high efficiency heating and cooling systems, use efficient lighting controls, and install high performance building envelope. |
| Minimize construction waste | Develop a Waste Management Plan, plan construction to minimize waste, and recycle construction waste when possible. | Develop a Waste Management Plan, plan construction to minimize waste, and recycle construction waste when possible. |
| Bicycle facilities | Install exterior bicycle parking proximate to the building entrance and secure bicycle parking within the parking garage or building. | Develop “Complete Streets” in the park and provide new bike lanes and bike parking. |
| Electric Vehicle Charging | Install electric vehicle charging stations for use by residents of the project. | Install Electric vehicle charging stations through the office park. |
| Flood Prevention | FPE of structure more than 1’ above flood elevation (exceeding code requirement) | FPE of structure more than 1’ above flood elevation (exceeding code requirement) |
SECTION 14F. RESIDENTIAL INCENTIVE OVERLAY (RIO)

A. Purpose: To provide a residential reuse incentive for a parcel or parcels greater than one acre located in close proximity to the Town’s commercial districts and public transportation, where one or more of the following conditions apply:

1. general site conditions and access constraints impede long-term successful commercial or industrial use;

2. the parcels that border the residential districts and their residential re-use would extend and complement the character and function of the existing surrounding neighborhood;

3. the parcels border unique natural features, open space, or historic resources which would be better preserved and enjoyed by the public over the long term through residential rather than commercial or industrial uses.

B. Applicability: The RIO shall be considered as overlaying other zoning districts. Specifically, the RIO may be applied over any Business District, Business District A, Industrial District, Industrial District A, Transportation District, and the Lower Falls Village Commercial District.

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 two acres45,000 square feet. 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 1B. of 30 percent of the lot or development site area one half of which shall be enhanced open space as defined in Section 9, 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 multifamily 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 19. RIO projects involving new construction shall provide the following: in Business, Business A, Industrial, Industrial A, or Lower Falls Village Commercial District 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 is not located in but 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 20 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 located in Business, Business A, Industrial, Industrial A, or Lower Falls Village Commercial Districts; new construction shall be 36 feet for buildings located in Single Family Residential Districts and General Residence Districts. 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 Section 22A. For the purposes of Table 22A.1 of Section 22A, RIO projects shall comply with the signage allowances of the underlying zoning district, except that signs located in Single Residence Districts or General Residence Districts shall comply with the signage allowances for Commercial Districts Fronting Streets Other Than Worcester Street, as provided for in Table 22A.1.

L. Off-Street Parking: Off-street parking shall be provided in accordance with Section 21.

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 17 shall apply to the conversion project. In this instance application shall not be made to the Zoning Board of Appeals under Section 17 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 of the underlying district as applicable 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 16A 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
   a. the proposed project is consistent with the Wellesley Lower Falls Plan, Zoning, Urban Design and Landscape Guidelines ("Lower Falls Guidelines") adopted and from time to time amended by the Planning Board which guidelines encourage retail activities at the street edge, pedestrian oriented uses, improvement of building facades to enhance the pedestrian experience, improving the landscape and facilitating pedestrian access to and use of the river;
   b. the proposed project is consistent with the Design Criteria listed in Section 22C;

1. The Planning Board shall receive a report from the Design Review Board finding that the proposed project is consistent with the Design Criteria listed in Section 22, Design Review, and for projects located in the Lower Falls RIO District, that the proposed project is consistent with the Wellesley Lower Falls Plan, Zoning, Urban Design and Landscape Guidelines ("Lower Falls Guidelines") adopted and from time to time amended by the Planning Board.
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 the Lower Falls Guidelines and nationally recognized and accepted standards.

3. The proposed project shall provide and/or contribute toward the improvement of pedestrian or public transit access to the river, and open space, public trails or other public amenities.

4. The proposed project shall provide and/or contribute toward the creation of a village center, town green, or mini-park within or adjacent to further enhance the pedestrian experience in Lower Falls RIO.
SECTION XIX. YARD REGULATIONS.

A. DEFINITIONS.

**Front Yard** - An area, on the same lot with the building, measured from the street line to the building extending across the entire front of the lot, and unoccupied above ground level except by uncovered steps, eaves projecting not more than 2 feet from the wall of the building, bay windows that do not have a foundation and do not extend more than two feet from the wall of the building and a covered or uncovered, enclosed or unenclosed, entrance porch on the first floor which neither exceeds a total area of 50 square feet nor projects more than five feet from the face of the building nor extends nearer than 25 feet to the street line.

**Side Yard** - An area, on the same lot with the building, measured from the side line of the lot to the building, extending from the front yard to the rear yard, and unoccupied above ground level except by covered basement entrances not over four feet in height and not over 35 square feet in area, bay windows that do not have a foundation and do not extend more than two feet from the wall of the building, uncovered steps, eaves projecting not more than 2 feet from the wall of the building, attached chimneys projecting not more than 2 feet from the wall of the building and unenclosed, covered or uncovered stair landings not over 25 square feet in area.

**Rear Yard** - An area, on the same lot with the building, measured from the rear line of the lot to the building, extending the full width of the lot, and unoccupied above ground level except by covered basement entrances not over four feet in height and not over 35 square feet in area, bay windows that do not have a foundation and do not extend more than two feet from the wall of the building, uncovered steps, eaves projecting not more than 2 feet from the wall of the building, covered or uncovered, enclosed or unenclosed, entrance porches on the first floor which do not exceed a total area of 50 square feet, attached chimneys projecting not more than 2 feet from the wall of the building and stair landings not over 25 square feet in area.

**Frontage** - A lot boundary line which abuts a public way; or

- a way which the Town Clerk certifies is maintained and used as a public way; or
- a way shown on a plan approved and endorsed in accordance with the Subdivision Control Law; or
- a way in existence when the Subdivision Control Law became effective in the Town of Wellesley having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of land abutting thereon or served thereby, and for the installation of municipal services to serve the land and the buildings erected or to be erected thereon;

Certification of the adequacy of a way by the Planning Board shall be required prior to the issuance of a building permit for:
Construction of a new one or two-family dwelling;

Reconstruction of a one or two-family dwelling in conjunction with removal of 50% or more of the existing building coverage (footprint); or

Addition to a one or two-family dwelling where total building coverage (footprint) would be increased by 50% or more.

and across which line there is legal access.

**Build Factor** - A ratio of lot perimeter to lot area which limits the degree to which a lot may have an irregular shape according to the following formula:

\[
\frac{\text{Lot Perimeter Squared}}{\text{Actual Lot Area}} \div \frac{\text{Actual Lot Area}}{\text{Required Lot Area}}
\]

**B. REQUIREMENTS.**

There shall be provided for every building or structure hereafter erected or placed upon a lot at least the minimum frontage, minimum front yard width, minimum front yard depth (setback), minimum side yard width and minimum rear yard depth requirements hereinafter set forth; and there shall be not more than one dwelling erected on any lot. Such minimum front yard width shall be provided for the entire depth of the front yard.

Provided, however, in the 10,000 and 15,000 square foot Area Regulation Districts when a rear yard of a lot abuts the side yard of the next lot the minimum rear yard depth shall be not less than the minimum side yard depth.

Heating, ventilation, air conditioning, swimming pool, electric generating, or other noise emitting equipment shall not be located in required setback areas. Plans and installation of sound reduction and/or visual screening may be required if, in the opinion of the Inspector of Buildings abutters may be affected.

Where the entrance of an attached or detached garage, built in conjunction with a one-family dwelling faces a property boundary line other than the street line there shall be a minimum distance of 30 feet from the garage entrance to that line. The intent of this requirement is to ensure adequate area for vehicles entering and exiting the garage.

Table 1 is applicable to lots recorded or endorsed on or before January 24, 1985 and to lots in the 10,000 square foot Area Regulation District recorded or endorsed after January 24, 1985 and prior to January 19, 1989.

Table 2 is applicable to lots recorded or endorsed after January 24, 1985 and to lots in the 10,000 square foot Area Regulation District, recorded or endorsed on or after January 19, 1989 and prior to April 9, 1997.

Table 3 is applicable to lots recorded or endorsed on or after April 8, 1997.
Lots recorded or endorsed after January 24, 1985 also shall be subject to a maximum Build Factor of 20.

<table>
<thead>
<tr>
<th>District</th>
<th>10,000 sq. ft.</th>
<th>15,000 sq. ft.</th>
<th>20,000 sq. ft.</th>
<th>30,000 sq. ft.</th>
<th>40,000 sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Frontage</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Width</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
<td>60 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Depth (Setback)</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
</tr>
<tr>
<td>Minimum Side Yard Width</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Minimum Rear Yard Depth</td>
<td>10 ft.</td>
<td>15 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

Provided however, that a lot having its only frontage on a curved street line having a sideline radius of less than 100 feet may have a reduced frontage upon the granting of a special permit in accordance with SECTION XXV, and provided:

   e. The minimum frontage shall be 50 ft.;

   f. The minimum front yard width is maintained at the street setback line (house line), and

   g. All other dimensional zoning requirements are satisfied.
### TABLE 2

<table>
<thead>
<tr>
<th>Area Regulation District</th>
<th>10,000 sq. ft.</th>
<th>15,000 sq. ft.</th>
<th>20,000 sq. ft.</th>
<th>30,000 sq. ft.</th>
<th>40,000 sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Frontage</td>
<td>75 ft.</td>
<td>80 ft.</td>
<td>100 ft.</td>
<td>120 ft.</td>
<td>140 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Width</td>
<td>75 ft.</td>
<td>80 ft.</td>
<td>100 ft.</td>
<td>120 ft.</td>
<td>140 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Depth (Street Setback)</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>40 ft.*</td>
<td>40 ft.*</td>
</tr>
<tr>
<td>Minimum Side Yard Width (Side Line Setback)</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Minimum Rear Yard Depth (Rear Line Setback)</td>
<td>10 ft.</td>
<td>15 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

### TABLE 3

<table>
<thead>
<tr>
<th>Area Regulation District</th>
<th>10,000 sq. ft.</th>
<th>15,000 sq. ft.</th>
<th>20,000 sq. ft.</th>
<th>30,000 sq. ft.</th>
<th>40,000 sq. ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Frontage</td>
<td>90 ft.</td>
<td>100 ft.</td>
<td>110 ft.</td>
<td>175 ft.</td>
<td>200 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Width</td>
<td>90 ft.</td>
<td>100 ft.</td>
<td>110 ft.</td>
<td>175 ft.</td>
<td>200 ft.</td>
</tr>
<tr>
<td>Minimum Front Yard Depth (Street Setback)</td>
<td>30 ft.*</td>
<td>30 ft.*</td>
<td>35 ft.*</td>
<td>40 ft.*</td>
<td>40 ft.*</td>
</tr>
<tr>
<td>Minimum Side Yard Width (Side Line Setback)</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>30 ft.</td>
<td>40 ft.</td>
</tr>
<tr>
<td>Minimum Rear Yard Depth (Rear Line Setback)</td>
<td>18 ft.</td>
<td>20 ft.</td>
<td>20 ft.</td>
<td>30 ft.</td>
<td>40 ft.</td>
</tr>
</tbody>
</table>
Provided however, that a lot having its only frontage on the curved sideline of a cul-de-sac bulb having a sideline radius of less than 100 feet may have a reduced frontage provided:

a. The minimum frontage shall be 50 feet;

b. The minimum front yard width is maintained at the street setback line (house line);

c. The maximum number of lots with frontage exclusively on the bulb of any cul-de-sac shall be three;

d. All other dimensional zoning requirements are satisfied.

*Where, on a frontage of 500 feet including the lot to be affected, or on a frontage between two intersecting or entering streets if such frontage is less than 500 feet, all existing buildings (if they are not less than three in number) have front yards of a depth greater than 30 feet, the minimum depth thereof shall be the depth required.

This Section shall not apply to lots in districts zoned as Lower Falls Village Commercial, Wellesley Square Commercial District, Business, Business A, Industrial, or Industrial A, or Residential Incentive Overlay except for the requirements for front yards. In the Lower Falls Village Commercial District and Wellesley Square Commercial District there shall be a minimum front yard depth of 5 feet. There shall be no front yard depth requirement for property included in a Business District on April 1, 1939, and fronting on Washington Street, Church Street, Central Street, Grove Street, Spring Street, Cross Street, or that part of Weston Road between Central Street and Cross Street.

The requirements for side and rear yards shall apply to all accessory buildings over one hundred square feet in area. For purposes of this Section, an accessory building shall mean a detached subordinate building located on the same lot with the main building, the use of which is customarily incidental to that of the main building or to the use of the land. The requirements for front, side and rear yards shall not apply to the construction or enlargement of dormers on pre-existing non-conforming dwellings provided that the highest point of the existing roof is not exceeded and there is no further encroachment on the lot lines.

For exemptions for pre-existing non-conforming lots refer to SECTION XVII. of this Zoning Bylaw.

C. GENERAL.

No building or lot shall be so altered as to reduce the size of the then existing yard unless the resulting yard complies with the requirements of this Section, except by taking by eminent domain or by a conveyance for a public purpose.

No yard or other open space shall at any time be considered as appurtenant to more than one building in computing the requirement for yards under this Bylaw.
No building or structure shall hereafter be erected or placed nearer than ten (10) feet to any public land held or in use for a park, playground or recreational purpose and no existing building or structure shall be so altered as to result in the said building or structure being nearer than ten (10) feet to such public land.
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”).

WHEREAS, the Owner owns or has agreements to purchase the parcels of land located at 1-3, 2-4, 5-7, 6 and 8 Delanson Circle, and 12-14 and 16-18 Hollis Street (the “Property”), and further described and identified in Exhibit A.

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

WHEREAS, the Owner and the Board have determined that a less impactful 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, the Board, as the chief executive officer of the Town is authorized to propose the zoning amendments described herein, call a Special Town Meeting, and execute this Agreement on behalf of the Town.

WHEREAS, this Revised Project is a multifamily residential condominium development at the 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.

WHEREAS, the Parties wish to establish a framework to facilitate the development of the Revised Project as more particularly described and depicted on a certain plan of land entitled “Wellesley Square Residences dated March 27, 2019”, containing 14 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 and the Owner shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement as follows:

1. PROPOSED ZONING AMENDMENTS

1.1 The Board agrees to propose a Zoning Bylaw amendment to the Planning Board and to a Special Town Meeting, to be held May 13, 2019 in the form substantially as set forth in Exhibit D (the “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 14F. Residential Incentive Overlay and Section 16A. Project Approval; and to support a favorable report on the Bylaw Amendments by the Planning Board and the adoption thereof 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 ZBA, which shall extend, pursuant to 760 CMR 56.05 (3), the time for conducting the public hearing on the 40B Application, making a decision on that Application, 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 pursues all local approvals for the Revised Project.

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

3. **REVISED PROJECT**

   3.1 Forthwith upon adoption of the Zoning Bylaw amendment by Town Meeting and approval by the Attorney General, the Owner will apply for such special permits, site plan approvals and other required local approvals from the Town as is required by the Zoning Bylaw Amendment (the “Revised Project Permits”).

   3.2 The Owner’s application for the Revised Project shall adhere to the Delanson Development Plan Exhibit B and the Project Narrative Exhibit C. The number of units shall not exceed 35, the number of bedrooms 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 related 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.

   3.3 In addition to the 35 new units described above, the Owner shall 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 Department of Housing and Community Development (DHCD) approved Regulatory Agreement in perpetuity. The 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 DHCD’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. The Affordable Units will be declared as condominium units within the condominium Master Deed created for the new thirty-five (35) units, and the Affordable Units will have appurtenant percentages of interest in the condominium established in accordance with
G.L. c. 183A. The Affordable Units may be either sold to eligible individuals or at the option of the Owner held as rental units by the Owner. 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 following renovation pursuant to the requirements of this section.

3.4 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, however, the Construction Management Plan is subject to change and/or refinement by local permit granting authorities.

3.5 In the event the Zoning Bylaw Amendment is not adopted by a Special Town Meeting on May 13, 2019, then this Agreement, unless extended in writing by the Parties, shall terminate and the Parties shall have no further obligations to the other hereunder. If the Zoning Bylaw Amendment is adopted, in its current or substantially similar form, The Owner shall in good-faith pursue governmental permitting and approvals necessary for the project as defined in exhibits B and C and shall not seek permits and approvals for any other development of the site for the duration of this Agreement.

3.6 The owner may terminate this agreement if and only if any of the approvals are (1) denied, (2) annulled, or (3) not exercised by the owner because either (a) the Permit is appealed by third party and neither the Owner nor the Town elects to defend the Permit in the appeal and allows the Permit to be annulled or lapse, or (b) the Permit is issued subject to conditions unacceptable to the Owner. The Owner shall notify the Town of said termination in writing and shall record in the Registry of Deeds a notice of termination which shall be binding on all parties and their successors or assigns.

3.7 The Board and the Owner recognize that the Revised Project may undergo revisions and modifications in the usual course of the local approval process. This Agreement shall remain in full force and effect, so long as such revisions and modifications are satisfactory to the applicable regulatory board and shall not 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. TRAFFIC IMPROVEMENTS AND MITIGATION

4.1 The final site plans submitted in connection with the Revised Project shall be consistent with the Delanson Development Plan Exhibit B and shall 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 Hollis Street shall be extended on the Owner’s (west) side of Hollis Street, for the full length of the Property, in order to provide a paved travel way of not less than 18 feet. The Owner shall also install a sidewalk and curbing to Planning Board standards,
located adjacent to and along the full length of the Property on Hollis Street.

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

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 Parties agree that the Owner may transfer all or any interest in the Property to another entity (each a “New Entity”), subject to the terms of this Agreement, provided that all obligations under this Agreement shall be joint and several among any parties with an interest in the Property, and further provided that the obligations of this Agreement shall run with the Property. To that end, any transfer to a New Entity shall be subject to any New Entity’s acknowledgement that:

This Agreement shall run with title to the Property 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 Property and/or their respective interest in the Property.

Any predecessor-in-title shall be released from its obligations under this Agreement only 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
The obligations created hereunder shall not be treated as assumed by any New Entity until such notice is delivered to the Town.

In accordance with the terms of this section, a notice of this Agreement in a form reasonably acceptable to the Owner may be recorded with the Norfolk Registry of Deeds.

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:  
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

5.5 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 (30) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such 30-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,

DELANSON REALTY PARTNERS LLC

By: __________________________
   Manager

TOWN OF WELLESLEY BOARD OF SELECTMEN

By: ______________________________
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 C

Project Narrative
EXHIBIT D

Zoning Bylaw Amendment
EXHIBIT E

Construction Management Plan
 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 the parcels of land located at 148 Weston Road and 140 Weston Road, within the Town (the “Property”), and further described and identified in Exhibit A. 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 for development of the Property under G.L. c. 40B §§ 20 et seq. known as Case Number ZBA-2018-24 (the “40B Application”). The next session of the hearing under said application has been continued by the Owner and the ZBA until May 1, 2019 and will be further continued as provided herein.

WHEREAS, the Owner and the Board have determined that a less impactful 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 is a multifamily residential condominium development at the Property 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.

WHEREAS, the Parties wish 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 Owner shall impose such restrictions and undertake and complete such obligations, as set forth in this Agreement as follows:

1. **PROPOSED ZONING AMENDMENTS**

   1.1 The Board agrees to propose a Zoning Bylaw amendment to the 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”) which would allow the Revised Project to be developed under and subject to the processes and limitations contained within Zoning By-Law Section 16F and to support a favorable report on the Bylaw Amendments by the Planning Board and the adoption thereof 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 ZBA, which shall extend, pursuant to 760 CMR 56.05 (3), the time for conducting the public hearing on the 40B Application, making a decision on that Application, and filing that decision with the Town Clerk for a sufficient time so that the ZBA may suspend its review of the 40B Application while the Owner pursues all local approvals for the Revised Project.

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

3. **REVISED PROJECT**

3.1 Forthwith upon adoption of the Zoning Bylaw Amendment by the Town Meeting and their approval by the Attorney General, the Owner will apply for such special permits and site plan approvals and other required local approvals from the Town as is required under the Zoning Bylaw Amendment (the “Revised Project Permits”).

3.2 The Owner’s application for the Revised Project shall adhere to 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 units shall not exceed 25 and the number of bedrooms shall not exceed 58. 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 house 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 not adopted by a Town Meeting acting on or before July 31, 2019, then this Agreement, unless extended in writing by the Parties,
by mutual agreement this Agreement shall terminate and the Parties shall have no further obligations to the 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 approval process. This Agreement shall remain in full force and effect, so long as such revisions and modifications are satisfactory to the applicable regulatory board and shall not 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. **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 (30) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such 30-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 remedying 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
EXHIBIT D

Warrant Articles
EXHIBIT E

Construction Management Plan