SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
7:00 pm Monday, June 17, 2019

1. 7:00 Call to Order – Open Session
2. 7:02 Public Comment
3. 7:05 Executive Director’s Update
   • Minutes
   • Gifts
4. 7:10 Vote Change in Manager, Italo-American Club, 80 Oak St.
5. 7:20 Vote Common Victualler License Request, NextDine, 93 Worcester St.
6. 7:30 Discuss and Vote SBC Recommendation for a Newly Constructed Hunnewell School
7. 8:15 Vote Waterstone at Wellesley 2019 Affordable Rent
8. 8:30 Discuss and Vote Revised Fire Department Hiring Policy
9. 8:50 Discuss and Vote Vacant 2019 Board/Committee Appointments
10. 9:00 Discuss Renaming Board of Selectmen to Select Board
11. 9:20 New Business and Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date:  Monday, June 24, 7:00 pm – Juliani Room, Town Hall
                   Tuesday, July 16, 7:00 pm – Juliani Room, Town Hall
<table>
<thead>
<tr>
<th>Date</th>
<th>Selectmen Meeting Items</th>
<th>Other Meeting Items</th>
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<tbody>
<tr>
<td>6/24</td>
<td>Meeting</td>
<td>6/18 Trinity Community Meeting at Community Center 6:30 pm</td>
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<td>Monday</td>
<td>Trinity Update</td>
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<td>Finance – year end transfers</td>
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<td>900 Worcester Signage</td>
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<td>SBHD Study Committee – 323 Washington?</td>
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<td>Indigenous People’s Discussion</td>
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<td>7/1</td>
<td>Town Hall Summer Hours Begin</td>
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<td>Monday</td>
<td>JULY FOURTH – TOWN HALL CLOSED</td>
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<td>7/16</td>
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<td>Tuesday</td>
<td>Chief Performance Reviews</td>
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<td>Contract Extensions – Deputy Chief and Asst. Fire Chief?</td>
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<td>Town Clerk: Town Election Dates, Community Counting Committee</td>
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<td>7/30</td>
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<td>Mark’s Pizza- CV and Waiver Request??</td>
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<td>8/13</td>
<td>Meeting</td>
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<td>LABOR DAY – TOWN HALL CLOSED</td>
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<td>9/2</td>
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<td>Monday</td>
<td>Potential Quarterly Retreat</td>
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<td>9/3</td>
<td>Meeting</td>
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<td>Tuesday</td>
<td>Set Marathon Dates</td>
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<td>Initial Capital Planning Discussions</td>
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<td>9/9</td>
<td>Meeting</td>
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<td>Review Financial Outlook</td>
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<td>Discuss Operating Guidelines</td>
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<td>9/16</td>
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<td>10/7</td>
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<td>Discuss Capital Projects</td>
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<td>10/21</td>
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<td>Monday</td>
<td>Inter-Board Meeting this week?</td>
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<td>11/4</td>
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<td>Monday</td>
<td>FMD Capital Presentation</td>
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<td>11/11</td>
<td>VETERANS Day – Town Hall Closed</td>
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<td>Monday</td>
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<td>11/18</td>
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<td>Monday</td>
<td>Open ATM Warrant (Warrant to be Closed 12/27/19)</td>
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<td>12/2</td>
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<td>Monday</td>
<td>Tax Classification Hearing</td>
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<td>12/9</td>
<td><strong>Staff Presentations on Budgets</strong></td>
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<td>Monday</td>
<td><strong>Potential Quarterly Retreat this Week</strong></td>
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<td>12/16</td>
<td><strong>Meeting</strong></td>
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<td>Monday</td>
<td>Approve BOS Budget</td>
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<td>New Year’s Eve Alcohol Service Extensions</td>
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**Notes**

Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates: September 23, October 28, January 13, March 2
3. MOVE to approve the minutes of April 29, May 13, May 20, and May 21, 2019 meetings.

MOVE to accept grants from the Wellesley Hills Junior Women’s Club to the Health Department for $1000 for summer camp transportation, and $1901 to the Fire Department for the replacement of CPR Mannequins.

MOVE to accept the gift from the Wellesley Tennis Association to the Recreation Department $26,319.99 with the condition the funds be spent to defray the cost of lighting at the Hunnewell Courts and to authorize the Recreation Commission to expend those funds for said purpose.

MOVE to accept the gift from Terry and Catherine Catchpole for a bench and plaque at Fuller Brook Park in the amount of $1350.

4. MOVE to approve the change in manager for the Italo-American Club License from Joe Fortini to Jimmi Bazzari.

5. MOVE to approve the Common Victualler License for Next Dine at 93 Worcester Street.

6. MOVE to affirm the vote of the SBC to recommend new construction for the Hunnewell School.

7. MOVE to approve the Waterstone at Wellesley 2019-2020 rental rates as proposed.

8. MOVE to approve the revised Fire Department Hiring Process as proposed.

9. MOVE to appoint:
   Kathleen Vogel to a 3 year term for COA
   Vita Weir 3 Year Term for Cultural Council
   Edwina McCarthy and Emily Matin 3- year Term Historic District Commission
   Kepes Panel Committee to a 1 year term
   Lise Olney 3 year term to SEC
   Joe Oliveri 1 year term to Veterans’ Grave Officer
   Philip Juliani And Kevin Flynn 1 year term as Constables
   Robert Kenney and Robert Goldkamp to 3 year terms as WHDC
   Walter Adams and Derek Redgate 3 year terms to ZBA
Monday, June 17, 2019

Our meeting will begin on Monday at 7:00 pm in the Juliani Room

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

Minutes
Please find for the Board’s review minutes from the April 29, May 13, May 20, and May 21, 2019 meetings.

MOTION
MOVE to approve the minutes of April 29, May 13, May 20, and May 21, 2019 meetings.
Approved:

Board of Selectmen Meeting: April 29, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder
Also Present: Jop

Warrants approved: 2019-042 $3,604,701.14

Minutes approved: April 1, 2019
April 2, 2019
April 8, 2019

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Executive Director’s Report
4. Prior correspondence: Italo Club
5. Prior email correspondence: Miguel Lessing
6. Prior email correspondence: Ben Lester
7. Prior email correspondence: Channing Telford
8. Draft BOS Minutes: 4/1/19
9. Draft BOS Minutes: 4/2/19
10. Draft BOS Minutes: 4/8/19
11. Municipal Vulnerability Preparedness Grant
12. Municipal Vulnerability Preparedness Draft Letter
13. Tailby/Railroad Listening Tour updates
14. Correspondence: ACLU

1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 7:02 pm in the Juliani Room.

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. He briefly reviewed the agenda for the evening and informed the audience of the Public Comment Policy and asked for those in attendance to keep comments under three minutes. He stated the policy would be enforced to avoid disruptive comments.

2. Public Comment

None.

3. Public Forum on Indigenous Peoples Day

Ms. Freiman reviewed the object of the forum, acknowledging that the discussion topic was sensitive and emotional. She stated that the World of Wellesley (WOW) had placed a citizens’ petition on the Annual Town Meeting (ATM) warrant to change Columbus Day to Indigenous Peoples Day. The Board discussed the appropriateness of Town Meeting as the forum for a discussion and determined that inclusion of a wider audience was preferable. The Board then requested that WOW withdraw the petition from ATM, and Ms. Freiman and Ms. Sullivan Woods met with the President and other members of the WOW Board, at which time they offered WOW a public forum to present, educate and receive comments. Ms. Freiman added that the Board had not deliberated on the topic but that she and Ms. Sullivan Woods had met with WOW to
discuss the presentation. She added that the documents and press releases submitted by WOW were not
endorsed by the Board and did not represent the opinions of Board members, and that the Board would
listen but was not scheduled to vote or deliberate on the topic that evening. Ms. Freiman stated that Ms.
Sullivan Woods would moderate the discussion and reviewed the rules for public comment. Ms. Sullivan
Woods introduced Ms. Chalmers of WOW, and explained that the presentation was from WOW’s
perspective and intended to be educational for the public regarding why the Town should approve the
proposal.

World of Wellesley (WOW) Presentation

Ms. Chalmers, Present of the World of Wellesley, came before the Board. She stated she hoped the
community would be open and respectful of the request to honor Indigenous Peoples Day instead of
Columbus Day. She stated the presentation would include several speakers reviewing their support for the
petition. Ms. Andeg, Ms. Hammond, Ms. Munro, Ms. Katz, and Ms. Jones each spoke to their background
and views that influenced them to support the petition. Ms. Munro spoke to the documented education and
history regarding Columbus. She stated that most Americans do not know the history of Indigenous People
with relation to Columbus. She added that the petition is asking for the community to replace Columbus
Day with a positive vehicle of education. Ms. Hammond and Ms. Katz pointed to the education curriculum
in the Wellesley Schools and each stated that it should be revised to incorporate a focus on how Indigenous
People were viewed and treated by Columbus.

Ms. Chalmers thanked the Board and the community for listening to the presentation and stated there would
be additional community education and dialogue for this topic.

Public Comments on WOW Request for Board Consideration

The following citizens came before the Board to speak:

1. Bruce Franco – 6 Wellesley Avenue
2. Donna Ticchi – 31 Thomas Road
3. Michael Gigante – 39 Fuller Brook Road
4. Amy Benjamin – 314 Walnut Street
5. Dr. Maria Lombardo (Italo Club Member, Newton, MA)
6. Sophie Hurwitz – 21 Wellesley College Road
7. Deed McCollum – 6 Pickerel Terrace
8. Jennifer Fallon – 80 Donezetti Street
9. Miguel Lessing – 45 Russell Road
10. Ralph Tortorella – 17 Ox Bow Road
11. Jeanne Mayell – 27 Seaver Street
12. Scott Fraser – 4 Stearns Road
13. Katy Hanson – 9 Bacon Street
14. Leslie Laud – 46 Wellesley Avenue
15. Paul Cremonini – 396 School Street
16. Stephen Wrobleski – 72 Linden Street
17. Greg Huray – 9 Bacon Street
18. Philip Jutras – 90 Parker Road
19. Michelle Chalmers – 11 Ashmont Road, World of Wellesley
20. Emma Hammond – 19 College Road, World of Wellesley Speaker
22. Mahtowin Munro – World of Wellesley Speaker
23. Jacqueline Katz – 50 Rice Street, World of Wellesley Speaker
24. Kisha James – 160 Central Street, World of Wellesley Speaker

Comments from citizens speaking in favor of the proposal included:
Other cities and towns have adopted Indigenous Peoples Day because Columbus Day is an oversimplified version of discovery.

General understanding of history and the teaching of history has changed and so should the way history is celebrated.

The proposal is intended to be respectful rather than erasing history.

The month of October is National Italian American Heritage Month and offers opportunities to celebrate the contributions of Italians in America in ways other than celebrating Columbus.

Many people don’t know the true history and background of Columbus and by learning that history, there is a need to reassess how he is viewed in America.

The history of how Native Americans had been treated in America needs to be taught and a day of recognition is needed to begin an education process in the country.

Six states and 130 towns and cities have replaced Columbus Day with Indigenous Peoples Day and Wellesley shouldn’t compromise but join the others.

Columbus was not typical for his time but unusual and was brought back to Spain and jailed for his crimes against people and that is not a person to celebrate.

There was no “age of discovery” because people were already inhabiting the land; they were not discovered, but conquered.

Education should include the treatment of Indigenous People in America as it is with the treatment of other invasions in countries throughout the world.

Comments from citizens speaking in opposition of the proposal included:

Recognizing Indigenous People is important; however, removing Columbus does not teach the whole story but rather the education curriculum should incorporate both sides in a balanced format.

Several questions regarding the influence of World of Wellesley requesting changes to the curriculum in the schools.

Italian Americans recognize Columbus’ spirit and record in entrepreneurship and discovery, and changing the holiday wouldn’t disrespect but join the others.

Italian Americans celebrate their Italian heritage and Italians that contributed to American success and feel associated with the celebration of Columbus Day.

The Columbus Day National holiday was established to represent the discovery of the “New World” and if the true reasoning of changing the name of the holiday is to recognize errors in documenting Columbus’ discovering America, then why is there not a proposal to change Columbus Day to a holiday to honor discovery and exploration.

Taken in context of the times Columbus’ behaviors were no different than others.

Changing Columbus Day with Indigenous Peoples Day is about replacing history and a compromise can and should be found.

Italian Americans have faced discrimination in America and making a choice between one group and other creates more animosity.

Several individuals expressed that there are ways to compromise without celebrating or ignoring any particular group of citizens. That they did not want to diminish the sacrifices and achievements of either Indigenous People or Italian Americans.

The Italo-American Club of Wellesley takes pride in its Italian heritage and its commitment to Wellesley and voted its support to continuing celebrating Columbus Day and welcome compromise of celebrating without exclusion of anyone.

A letter from the Italo Club of Wellesley, previously sent to the Board, was read into the record that expressed their basis for opposition of removing Columbus Day from the calendar.
Next Steps
Ms. Sullivan Woods stated the Board would not deliberate at the meeting. She thanked those who participated for being respectful. She added that the Board will communicate in the future regarding its next steps on this topic. She noted that the Board of Selectmen does not have a role in the curriculum and those who have questions regarding curriculum should contact the School Committee.

Mr. Morgan stated the Board would in the future deliberate and consider the World of Wellesley request and will have an open and public process regarding the petition. He stated that the World of Wellesley was founded in the nineties after a racist event in Town and that the Board of Selectmen has worked with WOW to promote diversity and understanding in Wellesley. He added that the Board and others support WOW as an organization but do not necessarily support all of the petitions and positions brought forward by WOW.

Executive Director’s Update
Ms. Jop reviewed the minutes for approval. She stated that the NRC Director will be taking the lead on the Town’s submission of a Municipal Vulnerability Grant. She added that the grant program assists with municipalities to complete a climate change vulnerability and resiliency study. She reviewed the purpose of the program and the study. She noted the commitments of the Town should they be chosen to participate in the grant. She added that in order to apply a letter of support was needed from the Board. The Board briefly discussed its support for the grant application.

Upon a motion by Ms. Freiman and seconded by Ms. Sullivan Woods, the Board voted (4-0) to approve the minutes of the April 1, April 2, and April 8, 2019 meetings.

Upon a motion by Ms. Freiman and seconded by Ms. Sullivan Woods, the Board voted (4-0) to approve the letter supporting the Municipal Vulnerability Preparedness grant and to authorize the Chair to sign on behalf of the Board.

New Business and Correspondence
Mr. Morgan stated that for those who had watched or participated the meeting that had comments, questions, or suggestions for the Board, they should send those to the Board by emailing sel@wellesleyma.gov

The meeting was adjourned at 9:14 pm.

The next meeting is scheduled for Monday, May 6, 2019 at 7:00 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: May 13, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: 2019

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Executive Director’s Report
4. Motions
5. Second Hand Dealers License Application
7. Request for waiver – Sam’s Hot Dogs Mobile Vendor
8. MLP notice to American Tower on DAS
9. Letter from Brook/Benvenue Neighbors
10. Letter from BAA
11. Trinity Weekly Update
12. Email from Jim Miller
13. Police Commendation – Tana Dicenso

1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 6:00 pm in the Middle School Library.

2. Public Comment

None.

3. Executive Director’s Update

Second Hand Dealer License
BRCG Coins is a long-time Wellesley Business located on Cameron Street which buys and sells coins as well as gold, silver, etc. In staff review of all licenses, it was found that the Second Hand Dealer License for BRCG Coins had expired over a year ago. This business has been in operation over 20 years. The Town typically renew these licenses on a calendar basis, so the license will be renewed again on December 31, 2019.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the Second Hand Dealer License for BRCG Coins located at 5 Cameron Street until December 31, 2019.

Gifts
The Board has received a gift in the amount of $1253.75 from the Friends of the Wellesley COA for the February Lunch subsidy.
Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to
accept the gift in the amount of $1253.75 from the Friends of the Wellesley COA for the February
Lunch program.

Sam’s Hotdog Temporary Relocation
The Board has been asked to consider a proposal from Alan Rubin, the owner of Sam’s Hotdog, our only
licensed mobile vendor, for a one day waiver of the 200 foot distance rule in the Mobil Vendor
Regulations from existing food service businesses. Alan has been asked as part of the Wellesley
Wonderful Weekend on May 18, 2019 to park closer than 200 feet from Whole Foods Store to
accommodate Wellesley Youth Baseball at Reidy Field. The Board was supportive of this request given
the Wellesley Wonderful Weekend events and the limited amount of time the vendor would be within
proximity to Whole Foods.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to
approve the one day location request for Sam’s Hotdog on Washington Street on May 18, 2019
behind Reidy Field.

4. Executive Session Under M.G.L c. 30A, §21(A), exemption #6 to consider the purchase,
exchange, or value of real estate.

Mr. Morgan declared that an executive session was necessary to consider the purchase, exchange, or value
of real estate and that identifying the potential property or having the discussion in open session would have
a detrimental impact on the Board’s negotiating position.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board was polled (Olney
– Aye, Sullivan Woods -Aye, Ulfelder – Aye, Freiman-Aye, Morgan-Aye) to enter into Executive
Session Under M.G.L c. 30A, §21(A), exemption #6 to consider the purchase, exchange, or value of
real estate as the Chair has declared that open session would have a detrimental impact on the
Board’s negotiation position, and that Meghan Jop be invited to participate in the meeting.

The Board entered executive session at 6:15 pm. The Board returned to open session at 6:45 pm.

5. Special Town Meeting Preparation
None.

6. New Business and Correspondence
None.

The meeting was adjourned at 6:50 pm.

The next meeting is scheduled for Monday, May 20, 2019 at 7:00 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: May 20, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: 2019-044 $1,767,155.07
2019-045 $5,080,562.51

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Executive Director’s Report
4. Motions
5. Memo from Chief DeLorie re: Promotional Candidates for Deputy Chief and Lieutenant
6. Memo from Marc Waldman re: Bonds
7. Bond Sale Structure
8. Bond Sale Tax Certificate
9. Application for transfer of CV and All Alcohol License – The Wok
10. Draft BOS minutes: 4/22/19
11. Draft BOS minutes: 4/29/19
12. Draft BOS minutes: 5/6/19
13. Email re: Verizon grand opening
14. 2019 Staff reappointment list
15. War Memorial Scholarship information
16. War Memorial Scholarship history
17. War Memorial Essay – Phil Simpson
18. War Memorial Essay – Samantha Neilson
19. Moody’s Investors Press Release
20. Moody’s AAA Credit Opinion
21. Correspondence from Dept. of Telecommunication and Cable
22. Trinity Financial Meeting Schedule

1. Call to Order

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

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.

Mr. Morgan thanked the Town Departments that responded quickly to attend to and provide support after the fire at the Hunnewell School on May 15th.

Ms. Sullivan Woods thanked the Celebrations Committee and volunteers that had worked to provide Wellesley Wonderful Weekend activities, parade, and fireworks.

2. Public Comment
Ms. Friendly of 42 Willow Road came before the Board. She stated that she was concerned by the opposition of appointing Ms. Roberti to the School Building Committee and believed the opposition was the reason why some residents may feel the appointment process is flawed.

3. Fire Department Promotional Appointments

Chief DeLorie, Lieutenant Mortarelli and Mr. Gerrans joined the Board. Chief Delorie reviewed the qualifications and background of both candidates for promotions. The Board asked questions of the candidates regarding their work, preparedness, and current issues faced by the department.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (4-0) to appoint Lieutenant Steve Mortarelli to the position of Deputy Chief and to appoint Dana Gerrans to the position of Lieutenant with the Wellesley Fire Department.

4. Approve Bond Sale

Ms. Olney joined the Board at 6:50 p.m.

Mr. Waldman, Town Treasurer, joined the Board. He provided an overview of the bidding process and noted the Town had received ten competitive bids. He stated that Moody’s had recertified the Town’s Aaa bond rating. He noted that by recertifying the rating Moody’s essentially confirmed that the Town had no material changes related to its financial stability.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the sale of the $4,245,000 General Obligation Municipal Purpose Loan of 2019 Bonds of the Town dated May 30, 2019 (the “Bonds”), to UBS Financial Services Inc. at the price of $4,603,837.57 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on December 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

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<th>Year</th>
<th>Amount</th>
<th>Interest Rate</th>
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<th>Amount</th>
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<tr>
<td>2019</td>
<td>$1,225,000</td>
<td>4.00%</td>
<td>2024</td>
<td>$245,000</td>
<td>4.00%</td>
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<td>2020</td>
<td>450,000</td>
<td>4.00</td>
<td>2025</td>
<td>245,000</td>
<td>4.00</td>
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<td>2021</td>
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<td>2022</td>
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<td>2023</td>
<td>445,000</td>
<td>4.00</td>
<td>2028</td>
<td>245,000</td>
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Further Moved: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 6, 2019, and a final Official Statement dated May 15, 2019, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Moved: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.
Further Moved: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Moved: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

5. **Transfer of All Alcohol License/CV License – The Wok**

Mr. Lee and Ms. Zeng joined the Board. Mr. Lee reviewed the application for his client and noted that there were no plans to renovate the business at the time of sale and transfer. He reviewed the background of Ms. Zeng and her experience managing restaurants that hold alcohol licenses. Mr. Lee stated there was a mistake on the application that would be updated and submitted to staff after the meeting. The Board welcomed Ms. Zeng to Wellesley.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the transfer of the Common Victualler and All Alcohol License for the Wok located at 180 Worcester Street from Longivity, Inc to BMA, Inc and to name Shu Yin Zeng as Manager pending receipt of an updated application.

6. **Executive Director’s Update**

Ms. Jop stated that Mr. Merrill had missed the Citizen Speak and wished to briefly ask the Board about an email he had sent regarding pickleball opportunities in Wellesley.

Mr. Merrill of 255 Weston Road came before the Board. He stated that pickleball had become one of the fastest growing sports in the U.S. He noted that Wellesley has only one court within the Recreation Dept. and that there are no outside courts. He asked that the Board for assistance in finding space in Town for new pickleball court opportunities. Mr. Morgan suggested a meeting with Ms. Jop and the Recreation Department to begin planning and expanding opportunities for pickleball groups. The Board discussed meeting opportunities and the parties to be included.

Ms. Jop stated that Verizon Wireless had opened its store on Linden Street and donated $500 to both the Fire Department and the Police Department, and thanked them for the contributions. She briefly reviewed the appointments and minutes for Board approval. Ms. Olney and Ms. Sullivan Woods asked for edits to be included to the draft minutes. Mr. Morgan stated he would not vote on the motion for approval of the minutes as he was not present for April 22nd.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (4-0) to approve the minutes of April 22, and May 6, 2019.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to accept the $500 donation to the Wellesley Police Department for equipment, and the $500 donation to the Wellesley Fire Department for equipment from Verizon Wireless.
Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the list of staff appointments dated May 17, 2019 for one year terms to expire on June 30, 2020.

7. Review Status and Process of War Memorial Scholarship

Mr. Morgan briefly reviewed the background of the establishment of the War Memorial Scholarship fund, the administration of the fund, and application process for awarding the scholarship. He stated the Scholarship Foundation had provided names of candidates that would be awarded their scholarship at the Memorial Day observance events on Thursday, May 30th. The Board discussed how the scholarship had been awarded and candidates chosen. The Board agreed to review the awarding process for the scholarship before the Scholarship Foundation seeks candidates for the upcoming year.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to grant scholarships in the amount of $3,500 to the two candidates put forward from the Wellesley Scholarship Foundation.

8. Discuss Indigenous People’s Day Proposal and Public Forum

Mr. Morgan reviewed the basis for the World of Wellesley petition to rename the October holiday from Columbus Day to Indigenous People’s Day. He provided a brief overview of the public forum held by the Board on April 29th and the opinions expressed at that meeting from those supporting and opposing the proposal. He noted that the discussion was meant to provide the Board an opportunity to review the proposal and the forum and deliberate the Board’s next steps. The Board deliberated the points raised at the public forum. Ms. Sullivan Woods stated she was appreciative that those that came to the forum behaved respectively and she believed there needed to be more conversations in the broader community. She noted that Columbus Day is a federal Holiday and officially changing the name of the holiday would be a federal or state issue. Mr. Ulfelder stated he would like the broader community to have a voice in the process. Ms. Freiman added that there were many that supported a compromised solution, and asked the Board to assist in facilitating a compromise. Ms. Olney stated she was interested in hearing how other towns made the change and how the transition was viewed in those communities. The Board discussed its role in facilitating the outcome of this proposal, noting that the Board cannot dictate school curriculum or federal and state calendars for scheduled holiday observances.

Mr. Gigante of Fuller Brook Road came before the Board. He stated that he hoped that there could be a compromise that did not divide the community.

Mr. Mazzaglia, Chairman of the Italian American Alliance came before the Board. He stated that the Alliance is forming a chapter in Wellesley. He stated he believed education was necessary in order for a decision to be made. He stated that Columbus Day is historically important day for Italian Americans.

Mr. Franco of 6 Wellesley Avenue came before the Board. He stated that he was disappointed that World of Wellesley does not appear to be interested in compromise. He read a letter, previously sent to the Board, into the record.

Ms. Chalmers of 11 Ashmont Road and current President of World of Wellesley, came before the Board. She stated that the World of Wellesley strives to make Wellesley welcoming for everyone and brought forward the petition with their mission in mind. She added that she believes the history of Columbus is a
myth and should be revisited. She added that World of Wellesley will continue to hold events and information sessions to provide opportunities in Town for education.

The Board briefly discussed its next steps for holding opportunities to debate the topic at future meetings.

9. **New Business and Correspondence**

The meeting was adjourned at 8:56 pm.

The next regular meeting is scheduled for Monday, June 3, 2019 at 7:00 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: May 21, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: None
Minutes approved: None

Meeting Documents:
1. Agenda
2. FY20 Workplan
3. Suggested Meeting Dates 7/1/19-12/31/19
4. FY20 Liaison Assignments
5. Draft Lynne Novogroski Resolution

1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 9:14 am in the DPW Training Room, 20 Municipal Way.

2. Public Comment

None.

3. Discuss agenda items for June meetings

The Board discussed several items to be added to the meetings in June. Mr. Morgan noted the Board has received several emails regarding the naming of roads, squares, etc. for notable women in Wellesley. He recommended the Board begin discussions on whether to rename the Board of Selectmen to Select Board as well as reviewing the naming of assets in a more holistic manner. The Board was inclined to have the discussions in June.

Other items discussed were the appointments and re-appointments made by the Board of Selectmen. The Board determined that all positions up for reappointment or those that are vacant should be advertised. The Board asked for a broader announcement of open positions be made through News and Announcements, Swellesley, Town Meeting Member list serve, etc. The Board discussed whether a Selectman should interview prospective candidates, a subcommittee, or whether the Board or Committee’s recommendation was sufficient for the appointment. The Board determined further consideration is needed.

Several Board members indicated they have received comments and concerns with regards to the demolition delay process. The Board noted a review of the demolition delay process should be included in the FY20 workplan.

4. Election of officers for FY20

Upon a motion by Mr. Morgan, and seconded by Ms. Sullivan Woods, the Board voted 5-0 to elect Marjorie Freiman as Chair beginning July 1, 2019 through June 30, 2020.

Upon a motion by Ms. Freiman, and seconded by Mr. Morgan, the Board voted 5-0 to elect Thomas Ulfelder as Vice Chair beginning July 1, 2019 through June 30, 2020.
Upon a motion by Ms. Sullivan Woods, and seconded by Ms. Freiman, the Board voted 5-0 to elect Jack Morgan as Secretary beginning July 1, 2019 through June 30, 2020.

5. Discussion and Establishment of FY20 Work Plan

The Board reviewed the draft FY20 Work Plan including Development Projects, Financial Projects, Selectmen Initiatives, Policies and Bylaws, and staff managed projects.

6. Review Role of Liaison

The Board discussed the expectation and role of liaison assignments with the various boards/committees, noting the Chair and Vice Chair will be the liaisons to the Police, Fire, Advisory Committee, Planning Board and School Committee.

7. Discuss FY20 Liaison Assignments

The Board discussed, reviewed and assigned liaisons to the various boards and committees.

8. Discuss Proposed Meeting Calendar

Ms. Jop reviewed a proposal to alter the Board’s regular meeting schedule to a bi-monthly format. Ms. Jop noted that instances will arise when additional meetings will be called. The Board asked how the budget and budget guidelines would fit within the schedule. Ms. Jop presented a draft proposal of meeting dates. The Board was supportive of trying the new meeting schedule with the potential to begin meetings earlier in the evening if the agenda load gets heavy, as well as having staff prepare the meeting materials earlier for their review. The Board also recommended quarterly off-site meetings to review work plan progress.

9. Discuss Proposed Employee Proclamation

None.

10. New Business and Correspondence

None.

The meeting was adjourned at 1:12 pm.

The next regular meeting is scheduled for Monday, June 3, 2019 at 7:00 pm in the Juliani Room.
Gifts
The Board has received several gifts for acceptance from the Health Department, Fire Department, Recreation Department, and the DPW.

- Health Department
  The Health Department has received a grant from the Wellesley Hills Junior Women’s Club for $1000 to assist with transportation for students to summer programs.

- Fire Department
  The Fire Department has received a grant in the amount of $1901 to replace the CPR Mannequins from the Wellesley Hills Junior Women’s Club.

- Recreation Department
  The Wellesley Tennis Association has dissolved. As such, the remaining balance of funds for the Association are being donated to the Recreation Department explicitly to defray the costs of outdoor lights at the Hunnewell Tennis Courts. The total amount of the donation is $26,319.99. In consultation with Town Counsel, it has been recommended that the Recreation Commission accept the gift in addition to acceptance from the Board of Selectmen. The expenditure of the request requires both Rec.Commission and BOS approval. The acceptance of the gift with conditions will allow the funds to be put into a separate account for the sole purpose of paying electric bills on the operation of the Hunnewell Tennis Court Lights.

- DPW
  The Park and Highway Division of DPW has received a gift in the amount of $1350 from Terry and Catherine Catchpole for the installation of a bench and plaque along Fuller Brook at Morton Street.

MOTIONS

MOVE to accept grants from the Wellesley Hills Junior Women’s Club to the Health Department for $1000 for summer camp transportation, and $1901 to the Fire Department for the replacement of CPR Mannequins.

MOVE to accept the gift from the Wellesley Tennis Association to the Recreation Department $26,319.99 with the condition the funds be spent to defray the cost of lighting at the Hunnewell Courts and to authorize the Recreation Commission to expend those funds for said purpose.

MOVE to accept the gift from Terry and Catherine Catchpole for a bench and plaque at Fuller Brook Park in the amount of $1350.
We can add it on Monday.

Meghan C. Jop, AICP  
Executive Director  
Town of Wellesley  
mjop@wellesleyma.gov  
www.wellesleyma.gov  
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

Hi Dee,

I set up those new accounts for the $1,000 Wellesley Hills Junior Women’s Club Transportation “grant”. I chatted with Sheryl and we believe this is a “gift”. I know the Jr Women’s club had you “apply” for it, but the grants we track are State/Federal Grants. Therefore this would best be categorized as a gift. As you know, all Gifts have to be accepted by the Board of Selectmen. I’m cc’ing Meghan and Cay on this. The BOS will need to accept this gift. Technically I think the gift needs to be accepted before we can deposit it? Possibly Meghan or Cay can weigh in on this.

We will be processing this as a Non- Munis. Here are your accounts:

[redacted]

Thanks,

Rachel Lopes  
Assistant Finance Director  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482  
(781) 431-1019 ext 2211
Thanks Rick - We will add to the 17th meeting where we are accepting gifts.

Meghan C. Jop, AICP
Executive Director
Town of Wellesley
mjop@wellesleyma.gov
www.wellesleyma.gov
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

-----Original Message-----
From: DeLorie, Rick
Sent: Monday, June 10, 2019 2:31 PM
To: Jop, Meghan <mjop@wellesleyma.gov>
Cc: Marjorie Freiman <mfreiman@wellesleyma.gov>; Jack Morgan <jmorgan@wellesleyma.gov>; Strother, Sheryl <sstrother@wellesleyma.gov>
Subject: Selectmen Gift Acceptance

Meghan,

The Fire Department received the attached donation of $1901, to replace the CPR manikins. Lt Delaney, Lt Corda, Lt Gerrans and Deputy Brady are all instructors and teach numerous classes every year. Lt Paul Delaney taught the Wellesley Hills Junior Women's Club and was encouraged to apply for a grant to purchase new manikins. Lt Delaney is an excellent instructor and always giving his best! The WHJWC very generous gift will enhance our CPR training program and will no doubt save lives. Please confirm that the Selectmen approved the acceptance and the check will be applied to the proper account.

Regards,
Rick

Richard A. DeLorie
Chief of Department
Wellesley Fire Rescue
457 Worcester Street
Wellesley, MA. 02482
Tel: 781-235-1300

Chairman, Metrofire
Past-President, Fire Chiefs Association of Massachusetts rdelorie@wellesleyma.gov
Let’s put this with gifts.

Meghan C. Jop, AICP  
Executive Director  
Town of Wellesley  
mjop@wellesleyma.gov  
www.wellesleyma.gov  
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

Morning Meghan & Tom,

At last night’s Recreation Commission meeting, the Recreation Commission unanimously voted to accept the Wellesley Tennis Association’s gift of $26,319.99 with the condition that the funds be spent to defray the costs of lights at the Hunnewell courts and the funds are spent for that purpose by the Recreation Commission with the approval of the Board of Selectmen.

Any questions, please let me know.  
Matt

Matthew G. Chin, CPRP  
Recreation Director  
Town of Wellesley, MA.  
90 Washington St., Wellesley, MA. 02481  
Office: (781) 235-2370 / Fax: (781) 237-3558  
www.wellesleyma.gov/recreation

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.
From: Jop, Meghan  
Sent: Thursday, June 06, 2019 11:03 AM  
To: Chin, Matthew <mchin@wellesleyma.gov>; Tom Harrington <tom@miyares-harrington.com>  
Subject: RE: Gift from Wellesley Tennis Association

Matt,
I would think we would place the item on a BOS agenda to accept the use of the gift for the light purposes. With that acceptance AP would allow you to draw off the gift fund to defray the cost of the lights. Does that make sense?

Meghan C. Jop, AICP  
Executive Director  
Town of Wellesley  
mjop@wellesleyma.gov  
www.wellesleyma.gov  
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

From: Chin, Matthew  
Sent: Thursday, June 6, 2019 8:40 AM  
To: Tom Harrington <tom@miyares-harrington.com>; Jop, Meghan <mjop@wellesleyma.gov>  
Subject: RE: Gift from Wellesley Tennis Association

Morning Meghan and Tom,

The Recreation Commission will be meeting Monday, June 10 and the WTA gift acceptance is on the agenda.

Based on Tom’s email, the motion will read: “The Recreation Commission accepts the gift with Condition that the funds be spent to defray the costs of lights at the Hunnewell courts and the funds are spent for that purpose by the Recreation Commission with the approval of the Board of Selectmen.”

Had a process question asked of me regarding this. When Recreation goes to pay a light bill, will we need to bring the bill to the Selectman each time a bill is to be paid?
Hi Meghan and Matt,

The Wellesley Tennis Association (WTA) has dissolved (a copy of the order is attached) and left/gifted the remainder of its funds to the Recreation Commission on the condition that the funds be spent to defray the costs of lights at the Hunnewell courts. The total gift is $26,319.99
Per M.G.L. c. 44, § 53, only the Recreation Commission needs to accept the gift, but the expenditure must be approved by both Rec and the Board of Selectmen.

I recommend following the standard practice of acceptance under G.L. c. 44, § 53 – The Recreation Commission accepts the gift with Condition that the funds be spent to defray the costs of lights at the Hunnewell courts and the funds are spent for that purpose by the Recreation Commission with the approval of the Board of Selectmen.

Happy to discuss.

Tom
Hi Cay,

We have received a donation from Carole Epstein for annual flowers that have planted on the Weston Rd at Cleveland Rd traffic island. The donation is for $159.50 and pays for the flowers. Carole helps us to plant as well.

In addition, we received a donation from Terry and Catherine Catchpole for a bench and plaque to be installed in Fuller Brook Park at Morton St. The donation is for $1,350.00.

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.
4. Change in Manager, Italo-American Club

The Board has received a request from the Italo American Club to change the manager on the all-alcohol club license from Joe Fortini to Jimmi Bazzari. The application materials are in order and staff is supportive of this request.

MOTION

MOVE to approve the change in manager for the Italo-American Club License from Joe Fortini to Jimmi Bazzari.
ECRT CODE: RETA

Please make $200.00 payment here: https://www.mass.gov/epay-for-online-payments-abcc

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER 11808475

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 134400005

ENTITY/ LICENSEE NAME Italo American Educational Club

ADDRESS 75 Pleasant Street

CITY/TOWN Wellesley STATE MA ZIP CODE 02482

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License  ☑ Change of Manager
☐ Change of Officers/ Directors/LLC Managers
☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest
☐ Change of Class (e.g. Annual/Seasonal)
☐ Change of License Type (i.e. club/restaurant)
☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other
☐ Change Corporate Structure (i.e. Corp./LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396
1. BUSINESS ENTITY INFORMATION
   Entity Name: Italo-American Educational Club
   Municipality: Wellesley
   ABCC License Number: 134400005

2. APPLICATION CONTACT
   Name: Mario DiGliandomenico
   Title: Treasurer
   Email: italoamericanclub@gmail.com
   Phone: 781-844-4976

3A. MANAGER INFORMATION
   Proposed Manager Name: Jimmi Bazzari
   Date of Birth: [Redacted]
   SSN: [Redacted]
   Residential Address: [Redacted]
   Phone: [Redacted]
   Email: [Redacted]
   Please indicate how many hours per week you intend to be on the licensed premises: 20
   Last-Approved License Manager: Joseph Fortini

3B. CITIZENSHIP/BACKGROUND INFORMATION
   Are you a U.S. Citizen? [ ] Yes [ ] No *Manager must be U.S. citizen
   If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
   Have you ever been convicted of a state, federal, or military crime? [ ] Yes [ ] No
   If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

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<th>Date</th>
<th>Municipality</th>
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3C. EMPLOYMENT INFORMATION
   Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

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<tr>
<th>Start Date</th>
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3D. PRIOR DISCIPLINARY ACTION
   Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? [ ] Yes [ ] No
   If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

<table>
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<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
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I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: [Signature]
Date: April 9, 2019
APPLICANT'S STATEMENT

[Signature: Mario DiGliandomenico]  Date: 04/09/2019

Title: Treasurer

I, Mario DiGliandomenico, hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LBA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LBA collectively the "Licensing Authorities") for approval.

I declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

1. I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

2. I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

3. I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

4. I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

5. I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

6. I understand that all statements and representations made become conditions of the license;

7. I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

8. I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

9. I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

10. I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
CORPORATE VOTE

The Board of Directors or LLC Managers of Italo-American Educational Club

duly voted to apply to the Licensing Authority of Wellesley

and the City/Town Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Apr 9, 2019

Date of Meeting

For the following transactions (Check all that apply):

☑ Change of Manager

☐ Other

“VOTED: To authorize Mario DiGliomendemico

Name of Person
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint Jimmy Bazari

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

[Signature]
Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

[Signature]
Corporation Clerk's Signature
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

| ABCC NUMBER:  | 134400005 | LICENSEE NAME: | Italo-American Educational Club | CITY/TOWN: | Wellesley |

**APPLICANT INFORMATION**

| LAST NAME: | Bazza | FIRST NAME: | Jimmi | MIDDLE NAME: |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | NA | PLACE OF BIRTH: | Newton MA |
| DATE OF BIRTH: |  | ID THEFT INDEX PIN (IF APPLICABLE): |
| MOTHER’S MAIDEN NAME: |  | DRIVER’S LICENSE |
| GENDER: |  | STATE LIC. ISSUE: |

PRINT AND SIGN

REQUESTED BY:  
SIGNATURE OF CORI REQUESTER (RED INK)

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft Index PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to assure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 480-4014.
5. **Common Victualler License Request – NexDine**

This proposal is to change the CV License for the Wellesley Gateway Café at 93 Worcester Street, located within the Wellesley Gateway Office building. This location has had a food establishment for many years, and this is a change in vendors. This request replaces Sebastian’s Café at the same location. Application materials are in order and staff is supportive of this request. Sean McCaffrey, manager, and Tammi Kent of NexDine will be attending the meeting.

**MOTION**

**MOVE to approve the Common Victualler License for Next Dine at 93 Worcester Street.**
COMMON VICTUALLER LICENSE APPLICATION

Date Applied: 5/16/2019  Date Approved:  Date Issued:

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<tr>
<th>Office Use Only</th>
<th>Fees Paid:</th>
<th>Tax Cert:</th>
<th>Resumes:</th>
<th>T&amp;P Info:</th>
<th>Plan:</th>
<th>Interview:</th>
</tr>
</thead>
</table>

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of Massachusetts General Law 140, Section 2.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: NexDine, LLC   Tammi Kent  Date: 5/16/2019

D.O.B:  S.S.N:  Dr. Lic #:  Fed. ID #:  

Business Address: 905b South Main Street, Suite 203, Mansfield, MA 02048

Home Address:  

Business Telephone: 978.807.6382  Home Telephone:  

Name & Location of Establishment: Wellesley Gateway Cafe, 93 Worcester Street

Applying for: Common Victualler License only  X  Common Victualler & Liquor License

Common Victualler & Wine & Malt

Enclose Copy of Floor Plan
Size of Floor Space (square feet): 2,500  Number of Seats: 140  Number of Employees: 8

CHECK ONE (If you are unsure ask the Building Department)
No Change of Use:  X  Partial Change of Use:  Full Change of Use:  New Use:

(See attached details regarding Required Traffic & Parking Information.)

PLAN REVIEW AND/OR PRELIMINARY APPROVAL  (Required Before Common Victualler License will be Approved)

<table>
<thead>
<tr>
<th>Reviewing Department</th>
<th>Signature of Approving Authority</th>
<th>Date of Plan Review/Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Department:</td>
<td>[Signature]</td>
<td>5/23/19</td>
</tr>
<tr>
<td>Health Department:</td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Fire Department:</td>
<td>[Signature]</td>
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</tbody>
</table>
COMMON VICTUALLER LICENSE APPLICATION (continued)

What will be the hours of operation? 7:00am - 3:00pm

Time(s) of Peak Customer Activity: 11:30am - 1:00pm

Est. Number of Customers at Peak Time(s): 500  Est. Number of Employees at Peak Time(s): 8

What provisions have been made for trash removal? The building owner has contracted for trash removal

How much parking is needed? Most customers are tenants in the building who already have parked

How will parking be provided? Parking is provided to the tenants as part of their lease with the building owner

What are delivery times? Most deliveries are in the morning between 5am and 7am

I, the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature: [Signature] Printed Name: Tammi Kent Date: 5/16/2019

Note: No Common Victualler License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no CVL will be issued until all required inspections have been conducted, permits granted, and final approvals given.

FOR OFFICE USE ONLY

FINAL PERMITS/APPROVALS GRANTED (Required Before CVL will be Issued)

<table>
<thead>
<tr>
<th>Approving Department</th>
<th>Yes</th>
<th>No</th>
<th>If &quot;No,&quot; Reason Why</th>
<th>Date of Final Approval</th>
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<tbody>
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<td>Health Department:</td>
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<td>Fire Department:</td>
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<tr>
<td>Design Review:</td>
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11/3/2006
The Wellesley Board of Selectmen has been certified by the Criminal History Systems Board for access to conviction and pending criminal case data. As an applicant/employee for NewLine
I understand that a criminal record check will be conducted for conviction and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

Applicant/Employee/Signature

APPLICANT/EMPLOYEE INFORMATION (PLEASE PRINT)

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>MIDDLE NAME</th>
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<tr>
<td>McCaffrey</td>
<td>Sean</td>
<td>Christian</td>
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<table>
<thead>
<tr>
<th>MAIDEN NAME OR ALIAS (IF APPLICABLE)</th>
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<tr>
<th>ADDRESS/Current Address</th>
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***THE INFORMATION WAS VERIFIED WITH THE FOLLOWING FORM OF GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION***

REQUESTED BY: ___________________________

SIGNATURE OR CORI AUTHORIZED EMPLOYEE

The CHSB Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft Index PIN Number by the CHSB. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process.

*ID Theft Index PIN (if applicable) All CORI request forms that include this field are required to be submitted to the CHSB via mail or by fax to 617-660-4614

Signature of Notary Public-My Commission Expires
TAMMI L. KENT
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires September 23, 2022
6. **Discuss and Vote SBC Recommendation for the newly constructed Hunnewell**

The Hunnewell School Feasibility Study charges the SBC with recommending a favorable plan to move forward with either a new or renovated building at the Hunnewell School. As part of the charge of the SBC, this requires building consensus and attaining votes from the School Committee and Selectmen as the feasibility study is underway. The SBC voted (all but 1 vote) to recommend construction of a new school at the site based on the educational programming, pre-established size (19-section school), compact design, proposed siting given site constraints, sustainable design considerations, access and location to play space, and internal layout. The SBC is seeking affirmation from the Selectmen and School Committee on the decision. This is the first of likely three votes the Board of Selectmen and SC will be asked to consider as part of the feasibility study. The SC will be taking up their vote on Tuesday, June 18th. In your packets are the slide deck from the Joint Meeting on June 6th, the SBC Charge, and the Hunnewell School’s Educational Program that was approved by the SC in March 2019.

**MOTION**

MOVE to affirm the vote of the SBC to recommend new construction for the Hunnewell School.
Charge to the School Building Committee  
(Revised)  
July 24, 2018

Introduction
As described in the School Committee’s updated May 8, 2018 position statement on the Hardy, Hunnewell, and Upham (HHU) Facilities Project, the Committee is committed to addressing the clear needs of the HHU schools. While school committees in Massachusetts have authority and responsibility under the General Laws for establishment and maintenance of school buildings (M.G.L. c. 71 § 68), the Committee recognizes that the scale of the HHU project requires a broad-based process, involving multiple Town boards as well as interested residents, in order to build consensus around the project. To this end, the School Committee (SC) and the Board of Selectmen (BOS) created the School Building Committee (SBC) in June 2017 and charged it with overseeing the design and building process for both the Hunnewell and Hardy/Upham projects.

On December 13, 2017, the Massachusetts School Building Authority (MSBA) invited the Ernest F. Upham Elementary School into its Core Program. This updated charge to the SBC is intended to address the changes in circumstances driven by this unexpected, but very welcome invitation. While some aspects of the HHU project have changed as a result of the invitation, the underlying intent has not: to move forward to address the needs of the HHU schools by building two new or renovated schools at this time, one at Upham or Hardy in partnership with the MSBA and one at Hunnewell under a separate Town-funded process. The SC and BOS charge the SBC with the execution of these processes.

Purpose
The purpose of the SBC, which will work under the guidance of the SC and BOS, is to conduct the two building processes through their respective phases. The SBC shall be directly responsible for conducting feasibility study work on the projects. Per Town Bylaw 14.5, the Permanent Building Committee shall be directly responsible for conducting design and construction work on the projects, with guidance from the SBC. All of this work will involve a significant commitment from SBC members, spanning multiple years.

Throughout all of its work, the foremost priority for the SBC shall be for facilities that best serve the elementary students of Wellesley by meeting their educational programming needs in the most fiscally responsible manner.

Charge

MSBA Project
With respect to the MSBA project, the SBC shall be responsible for all aspects of the project, as specified in the MSBA enabling statutes and regulations and described on the MSBA website. In addition to its responsibilities under the MSBA process, the SBC shall support the SC and BOS in securing an appropriation for the activities under Module 3 – Feasibility Study and Module 4 – Schematic Design at an October 2018 Special Town Meeting.

The preferred solution, whether renovation or new construction on a selected site, will be determined during Module 3 – Feasibility Study and further developed during Module 4 – Schematic Design. A Town Meeting appropriation will be required to proceed to design and construction on the selected solution.

Hunnewell Project
With respect to the Hunnewell project, the SBC shall again be responsible for all aspects of the project, following the typical Town process for construction projects, including feasibility study, design, and construction phases.
For the Hunnewell feasibility study, the SBC has already:

- Outlined the scope of the feasibility study and developed a proposed plan and estimated budget for it.
- Developed a Request for Qualifications (RFQ) for an Owner’s Project Manager for the study.
- Developed an RFQ for a designer to conduct the study.
- Gained approval for the proposed scope, estimated budget, and RFQs from the SC and BOS.
- Issued the OPM and Designer RFQs.
- Supported the SC and BOS in successfully securing an appropriation for the study at a June 2018 Special Town Meeting.

The SBC is further charged with completing the feasibility study, including:

- Selecting an OPM and designer and negotiating engagement contracts with each.
- Conducting the study with the support of the OPM and designer.
- Potentially conducting analysis of potential swing space options, independent of the formal feasibility study.
- Producing a final report documenting the results of the study and presenting it to the SC and BOS.

The plan and schedule for the design and construction phases of the Hunnewell project are contingent on the results of the feasibility study. This charge will be updated once the results are known and a path forward is determined by the SC and BOS.

**Additional Responsibilities of the SBC, SC, and BOS**

Throughout its work, the SBC shall provide periodic written reports to the SC, the BOS, and the community, which shall also be posted on the Town website. The SBC, SC, and BOS shall hold joint meetings roughly once per quarter to discuss the projects, exchange perspectives, and discuss proposed solutions or decisions. The SBC shall advise the SC and BOS on possible and/or recommended paths forward. Because the SC and BOS believe that the project will not be successful without consensus among the SBC and both boards, supportive votes shall be required from each of the SBC, SC, and BOS at certain points in each project. For the MSBA project, supportive votes from all three bodies shall be required prior to any submission to the MSBA Board of Directors. For the Hunnewell project, supportive votes from all three bodies shall be required prior to seeking any Town Meeting appropriation for any phase of the project.

**Public Engagement**

In order to provide a broad base of input and feedback from town residents during its work, the SBC is charged with organizing various advisory groups to represent different constituencies or interests, including but not limited to: environmental concerns (in consultation with the Sustainable Energy Committee), historical concerns (in consultation with the Historical Commission), neighborhood/abutter concerns, and playing fields and other recreation concerns (in consultation with the Playing Fields Task Force and others). The SBC shall design a process by which it will engage with these groups to solicit and respond to their input. For the Hunnewell project, the SBC shall also engage with the Wellesley Free Library Board of Trustees in considering potential impacts to Library property under any proposed solution. In addition to working with these organized interest groups, the SBC is also charged with conducting appropriate public outreach on topics of interest to the community, both to provide information about the status of the projects and to seek public input.

All meetings of the SBC, or any subcommittees of the SBC, shall be held in accordance with the Open Meeting Law (M.G.L. c. 30A §§ 18-25). The SBC shall, to the best of its ability, ensure that its meetings are recorded by Wellesley Public Media and broadcast live and/or made available for later viewing by the public.
Membership

Following the requirements of the MSBA for school building committees (963 CMR 2.10(3)), the members of the SBC shall be:

- Two members of the School Committee
- Superintendent of Schools
- Assistant Superintendent for Finance and Operations, MCPPO-certified (non-voting)
- Principals of the Hardy, Hunnewell, and Upham Schools (non-voting)
- Two members of the Board of Selectmen
- Executive Director or designee
- One member of the Permanent Building Committee
- Facilities Management Director or designee
- One member of the Advisory Committee
- Two or more community members with experience in construction, architecture, or engineering
- Two or more community members with experience in Town government

Each of the boards or committees having membership shall select which of their members will serve on the SBC. Having continuity of service on the SBC is a priority; however, given that the expected duration of the SBC will likely cross over members’ terms of office on their board or committee, replacement of members over time is expected. All members shall be appointed by vote of the School Committee and Board of Selectmen.
Joint Meeting of the SBC, BOS & SC
June 6, 2019
School Committee Guiding Principals

- New or substantially rebuilt facilities needed to meet educational needs
- Maintain neighborhood school model
- Rebuild two schools now with enrollment trigger for third school
- Schools should be 19 classrooms each and meet MSBA standards
- Build at Hunnewell and either Hardy or Upham, in an order to be determined after further study
Charge to the SBC

• Hire project team
• Conduct feasibility study
• Analyze swing space options, potentially independently
• Involve School Committee and Board of Selectmen along the way
  General Public, School community, neighbors
  Affected boards and organizations
• Report to SC and BOS
• Supportive votes from SC and BOS required to move forward
Feasibility Study Process Overview

- Existing Building and Site Analysis
- Educational Planning & Programming
- Options Review & Site Planning  
  ◦ Additions and Renovations and New Construction Alternatives Analyzed
- Sustainable Design Considerations  
  ◦ Sustainable Design Charette – Community Forum  
  ◦ Energy Model and Finance Cost Analysis
- Swing Space Options Analysis
- Cost Estimates and Setting Project Budget & Schedule
- Community Engagement
# Project Schedule

## HUNNEWELL ELEMENTARY SCHOOL
**FEASIBILITY STUDY WORK PLAN**  
**September 13, 2018**

### 2018

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<thead>
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<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<tbody>
<tr>
<td><strong>EXISTING CONDITIONS, STOCKHOLDER ENGAGEMENT, SWING SPACE ANALYSIS</strong></td>
<td><strong>LONG LIST OPTIONS DEVELOPMENT</strong></td>
<td><strong>SHORTLIST FINALIZATION</strong></td>
<td><strong>SELECT PREFERRED OPTION</strong></td>
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<tr>
<td>Facility Condition Surveys</td>
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<tr>
<td>Site Survey/Wetlands</td>
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<td>Geotechnical</td>
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<td>Hazardous Material Survey</td>
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<td>Develop Swing Space Options</td>
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<td>Traffic Analysis</td>
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### 2019

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<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE-OCT</th>
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<tbody>
<tr>
<td><strong>Public Forum Intro/Process</strong> 9/26 HS Auditorium</td>
<td><strong>Public Forum Sustainability 10/15 Huneewell ES Cafeteria</strong></td>
<td><strong>Public Forum Options Update</strong></td>
<td><strong>Public Forum Shortlist Update</strong></td>
<td><strong>Public Forum Preferred Option</strong></td>
<td><strong>Public Forum(s) TIM Prep</strong></td>
</tr>
</tbody>
</table>

### EDUCATION PLAN, SUSTAINABILITY
- Visioning Workshops w/Faculty and Community
- Mtgs w/Staff & Faculty
- Final Education Plan
- Building Size Plan / SF
- Geothermal Investigations

### SHORTLIST DEVELOPMENT
- Energy Models for shortlist
- Finalize Costs
- Finalize Phasing/Swing Space
- Concept Plans
- Life Cycle Cost Analysis

### COMMUNITY PRESENTATIONS
- Public Forums
- Town Meeting Preparation
- Coordinate w/Hardy/Initial Process
Over 35 Publicly Posted meetings over 8 months
Educational Planning

- Small School Environment – Expanded Opportunities
- Design Patterns
- The Learning Commons
- Existing Building Limitations and Opportunities
Educational Plan: Vision for New Hunnewell

- Neighborhood Learning Communities
- Flexible Spaces
- Indoor / Outdoor Connectivity
- Safety and Security
- Sustainability
- Compact Design
Elementary School Design Patterns

Neighborhood Learning Commons

COATS
200.00 SF

LEARNING COMMONS
800.00 SF

SMALL GROUP
100.00 SF

CLASSROOM
850.00 SF

TEACHER WORK RM.
200.00 SF

CLASSROOM
850.00 SF

CLASSROOM
850.00 SF
Sustainability Goals

- Stringent Energy Efficiency Standards - Investigate Net Zero Energy Options
- Health & Wellness: Planning for LEED & WELL Standards
- Incorporate into Curriculum
- Collaborative Facilitation Process with Town’s Constituents
Sustainability & Energy Efficiency Project Scope

- Following best practices of LEED and Well Standards “Certifiable” but not Certified
- Highly efficient building envelope – above current codes utilizing Passive House strategies
- All Electric Systems (except emergency generators)
  Institutional quality HVAC systems – including “green” A/C throughout
- Maximize Solar Photovoltaic panels on building roof
  Conservatively estimated at 35 - 50% required to be Net Zero Energy (NZE) building
- Balance Open Space requirements & Stormwater management
Sustainability and MEP Considerations: Preliminary Energy Model Results

All New Construction
Predicted EUI of 23-27
Preliminary Option: 26.4

Addition/Renovation
Predicted EUI of 26-30
Preliminary Option: 28.4
Hunnewell Elementary School
Feasibility Study

Concept Plans
Addition Renovation
New Construction
Constraints

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

- Quiet
- Active Play
- Relationships
- Welcoming
- Civic Visibility
- Neighborhood Access
Concept Plans: 11/6/2018

Additions & Renovations

New Construction
Concept Plans: 12/13/2018

Additions & Renovations

New Construction
Add-Reno & New Construction Comparison

Site Plan

Addition & Renovation

New Construction

Main Entrance
Loading & Service
Existing to Remain
New Construction
Add-Reno & New Construction Comparison

First Floor Programming Plan

Addition & Renovation

New Construction
Add-Reno & New Construction Comparison
Second Floor Programming Plan

Addition & Renovation

New Construction
Add-Reno & New Construction Comparison

Massing
Additions & Renovations
Option A
Additions & Renovations
Option A
Characteristics for New Option Selection

- Meeting educational vision critical
  - Classroom neighborhood Learning Commons configuration
  - Core Educational environment facing quiet side of site
  - Provide Sprague sized Gymnasium for school & community use
- Access to community use spaces
- Maximize Outdoor play area at back of site
- Cafetorium & Gym link to outdoor play environments
- Main Entrance (Identity)
- Improve drop off and pick up conditions
- Safety & Security
New Construction Option C
Site Plan

Attributes:
• Two Story < 40’ (17’ F to F)
• Removes 1938 Building
• Removes Oak Tree
• Building entrance & massing shifts to face neighborhood
• 2 Service locations
• Classroom orientation
• Access to play zones
• Minor Set Back Relief Required

Area:
• 73,545 GSF
New Construction Option C
First Floor Plan

- Classroom
- SPED
- Science/Lab
- Media Center
- Kitchen/Servery
- Admin/Guidance
- Custodial/Toilets/Storage
- Teacher Planning
- Gymnasium/Support
- Health and Fitness
- Stage/Auditorium
- Art and Music
- Cafeteria/Circulation
New Construction Option C
Second Floor Plan

- Classroom
- SPED
- Science/Lab
- Media Center
- Kitchen/Servery
- Admin/Guidance
- Custodial/Toilets/Storage
- Teacher Planning
- Gymnasium/Support
- Health and Fitness
- Stage/Auditorium
- Art and Music
- Cafeteria/Circulation
Parking Comparison: Scenario A

Building Footprint:
47,000 SF = +/-18.8%

Onsite Vehicular Circulation & Parking:
+/- 45 Spaces

Lot Coverage Shown:
TBD 29-32% > 25%
Parking Comparison: Scenario A

Building Footprint:
47,000 SF = +/-18.8%

Onsite Vehicular Circulation & Parking:
 +/- 47 Spaces

Lot Coverage Shown:
TBD 29-32% > 25%
Site Circulation: AM Buses
Site Circulation: AM Autos
Site Circulation: PM Autos
Site Circulation: PM Buses
Parking Comparison: Scenario B

Building Footprint:
47,000 SF = +/-18.8%

Onsite Vehicular Circulation & Parking:
+/- 60 Spaces

Lot Coverage Shown:
TBD 32-35% > 25%
Parking Comparison: Scenario B

Building Footprint:
47,000 SF = +/-18.8%

Onsite Vehicular Circulation & Parking:
+/- 60 Spaces

Lot Coverage Shown:
TBD 32-35% > 25%
## Conceptual Project Budget Summary

<table>
<thead>
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<th>Description</th>
<th>Addition &amp; Renovation Costs</th>
<th>New Construction Costs</th>
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<tbody>
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<td>Building Construction</td>
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<td>Site Construction</td>
<td>Included Above</td>
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<td>Furniture, Equip. &amp; Technology</td>
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<td>Photovoltaics (Larger capacity on New) ***</td>
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**Conceptual Project Budget (April 2019)**

* Does not include the previously approved & funded $1.0 Million for the feasibility study

** Estimates above do not include Swing Space cost

*** Photovoltaics only include arrays on building, not adjacent sites.

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**Project Cost Range:** $55 - $58 Million

**Estimated Town Meeting Design & Bidding Funding Request:** $5 Million

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**Fall 2019 Appropriation**

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*See notes for details.*
# Hunnewell Project Timeline

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<td>Town Meeting / Vote - Construction Funding</td>
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<td>St. Paul's Retrofit - if applicable</td>
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<td>Construction Documents</td>
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<tr>
<td>Move - In</td>
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(If Internal Swing Space)
Thank-You!
Hunnewell Elementary School
Feasibility Study

SBC Meeting
Swing Space Update
Swing Space Options Under Consideration
Ongoing study through Summer 2019

- Internal Swing Space (One Wellesley)
- St. Paul’s School

Or Delay Opening until 2026

- Late Hunnewell two schools on one campus
- Late Hunnewell with Redistricting uses vacated Hardy or Upham School w/ Modulars
Hunnewell Elementary School
Educational Program

Introduction

A. GRADE AND SCHOOL CONFIGURATION POLICIES
B. CLASS-SIZE POLICIES
C. SCHOOL SCHEDULING METHOD
D. TEACHING METHODOLOGY AND STRUCTURE
E. TEACHER PLANNING AND ROOM ASSIGNMENT POLICIES
F. SPECIAL EDUCATION PROGRAMS
G. PREKINDERGARTEN PROGRAM
H. KINDERGARTEN PROGRAM
I. LUNCH PROGRAM
J. RECESS SPACE
K. TECHNOLOGY POLICIES/PROGRAM REQUIREMENT
L. MEDIA CENTER/LIBRARY
M. SPANISH FLES (Foreign Language For Elementary Schools)
N. MUSIC AND PERFORMING ARTS PROGRAMS
O. PHYSICAL EDUCATION PROGRAMS
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S. FUNCTIONAL AND SPATIAL RELATIONSHIPS
T. SECURITY AND VISUAL ACCESS REQUIREMENTS
U. VISION OF THE NEW ELEMENTARY SCHOOL DESIGN
**Introduction**

The Horatio H. Hunnewell Elementary School is one of seven K-5 schools serving the children of the Wellesley Public Schools. Wellesley prides itself on adhering to a neighborhood schools model where smaller schools serve defined attendance areas within the broader Wellesley community. Currently, the Hunnewell school serves 260 elementary-aged students across 12 classes. Approximately 80 percent of students live within a one-mile walking distance to the school.

The Wellesley Public Schools is in the final year of a five-year strategic plan. Many of the key strategies of this plan are visible at Hunnewell. For example, the District began implementing a tuition-free, full-day Kindergarten program in SY 2014-15. Each Kindergarten classroom is staffed by a full-time teacher and full-time teaching assistant. Hunnewell currently has two Kindergarten classes. The District also began to phase-in an elementary world-language program (Spanish) in SY 2015-16 at two elementary schools. This program came to Hunnewell grades K and 1 in SY 2016-2017 and has added a new grade level in each subsequent year.

Additionally, as part of the strategic plan, the District has been aligning itself with 21st Century Learning competencies. Most recently, the District adopted its first *Profile of a Graduate* (POG) representing the specific skills the Wellesley community hopes to develop in all of its students.

WPS aspires to be a school system that develops the heads, hearts, and hands of its students by inspiring them to:

- Think Critically & Solve Problems
- Create & Innovate
- Engage Locally & Globally
- Communicate & Collaborate
- Respect Human Differences & Challenge Inequities
- Attend to their Physical, Social & Emotional Health

One example of how the District is striving to align its programming to this POG is through Project-Based Learning (PBL). To date, 105 teachers throughout the District have been trained in this approach through a partnership with the Buck Institute to develop comprehensive curriculum units that challenge students to engage in real-world problems around complex questions. Students then showcase their work at public exhibitions, which allows them to further articulate their learning. Four teachers at Hunnewell have been trained on this approach.
Academically, Hunnewell is an outstanding school. On the 2018 MCAS Assessment, 97 percent of students were identified as meeting state targets and the school received a 98 percentile accountability ranking. The overall state classification for Hunnewell is *Not Requiring Assistance or Intervention*.

The Hunnewell school is also home to the Therapeutic Learning Center (TLC), one of four in-district Special Education Programs. The TLC program serves students with average to above-average cognitive profiles who present with emotional/behavioral challenges. This program is serving 18 students in SY 2018-19 and currently operates out of two classrooms in the existing school.

Finally, it’s impossible to discuss the future of the Hunnewell Elementary School without placing it within the context of the District’s Facilities Master Plan. When WPS began establishing this plan in 2012, several factors at the elementary level began to emerge.

First, the District’s elementary enrollment was experiencing a steady decline, a fact further confirmed and projected to continue by two separate demographic studies. In the ten-year period between 2008 and 2018, the District’s elementary enrollment declined by 305 students.

Second, the condition of the District’s elementary buildings varied greatly, representing three natural categories. At the top of this list were Sprague and Bates; two schools that had already experienced significant renovations and were in excellent condition. In the next category, Fiske and Schofield represented schools that were structurally and educationally sound but in need of systems renovations. The remaining three schools (Hardy, Hunnewell, and Upham) in the final category were in the most challenging condition and were identified as needing either complete renovation or replacement. Over the next several years, renovations at the Fiske and Schofield schools were completed and WPS began further investigation and planning to address the Hardy, Hunnewell, and Upham (HHU) schools. Currently, the needs of the Hardy and Upham schools are planned to be addressed through an MSBA project that will first identify which of the schools will be renovated/replaced leading to the other school being closed as part of an overall consolidation from seven to six elementary schools. The Hunnewell Elementary School will be addressed as a stand-alone project by the Town.

Third, the capacity of the District’s elementary schools also created challenges, particularly when coupled with declining enrollment. Four of the seven elementary schools have 18-19 classroom capacities. The three HHU schools are substantially smaller with Hardy and Hunnewell having 15 classroom capacities and Upham having only a 12 classroom capacity. As a result, as enrollment has declined, redistricting cannot effectively occur without right-sizing these schools at a similar capacity of 18-19 classrooms. To this end, the new Hunnewell Elementary School is slated to be a 18-19 classroom school serving approximately 365 students; the 19th classroom, a STEAM Lab classroom is slated to serve as “swing” space during higher enrollment years. It is
also important to note that the redistricting efforts to maximize the added capacity of a new Hunnewell building will likely not occur until the completion of the Hardy/Upham MSBA project, when a town-wide redistricting of all elementary schools will occur.

A. GRADE AND SCHOOL CONFIGURATION POLICIES

The Wellesley Public Schools is comprised of one PreSchool, seven Elementary Schools, one Middle School, and one High School. Each of the elementary schools is based on a K-5 grade-level configuration. Additionally, each elementary school serves a designated attendance area that defines its inclusive neighborhood. WPS plans to retain this overall grade-level configuration, although it is likely that a school consolidation due to declining enrollment is to occur in the near future with the District shifting from seven elementary schools to six. These schools will still retain the same K-5 grade level configuration, although this consolidation will require redistricting to redraw the attendance zones around the remaining six schools.

The neighborhood schools model employed by WPS is also one that the District intends to continue into the future. In one analysis of likely redistricting options, an overall consolidation from seven to six elementary schools would only result in a one percentage point drop (from 72 percent to 71 percent) in the number of households within a 1 mile walking distance to their neighborhood school.

While WPS is based on a neighborhood schools model, the District also has an open-enrollment policy that allows families to attend a school other than their assigned neighborhood school, subject to space availability. For SY 2018-19, the District received 35 open enrollment requests and was able to approve 26 of these requests. Often these requests are from families that move within the District and wish to remain at their prior home school or have an older sibling attending a non-neighborhood school for a specialized program and wish their younger child to attend that same school. The open enrollment process allows for some choice to exist while still dedicating most spaces for neighborhood children. For example, in the past year, two Hunnewell families were approved for open enrollment placements elsewhere the District, while two non-Hunnewell families were approved to attend Hunnewell beginning in SY 2018-19.

The Horatio H. Hunnewell Elementary School is a 260-student, K-5 elementary school that currently serves two sections at each grade level, or 12 sections in total. The proposed new Hunnewell school will be larger and is being designed to accommodate a target student enrollment of 365 students in a 18-19-classroom building. With a similar sized Hardy/Upham project being designed, the result is that all WPS elementary schools will be consistently and equitably sized at 18-19 classroom schools.
At the classroom level, teachers are responsible for most academic instruction, with students also receiving Art, Library, Music, and Physical Education instruction in those separate learning areas within the building. One of the challenges at the Hunnewell school is that the gym also serves as the cafeteria, significantly limiting the programming of this space to accommodate the three lunches each day. A priority in designing the new Hunnewell building is to ensure a separate gymnasium that will allow for full programming regardless of the lunch schedule. The new Hunnewell school will follow the MSBA guidelines sizing the cafetorium for two lunch servings per day for additional school gathering flexibility.

World Language currently pushes into the classroom three days per week. Special Education is comprised of both push-in, inclusion support along with individual and small group pull-out services in school-based learning centers. Additionally, the District supports four, in-district, specialized programs for Autism, Global Disabilities, Language-based Disabilities, and Emotional/Behavioral Disabilities, one of which (the TLC program) is housed at the Hunnewell School currently and is to continue at the proposed school.

B. CLASS-SIZE POLICIES

WPS has School Committee-approved, class-size guidelines for elementary schools. In grades K-2, those guidelines are 18-22 students. In grades 3-5, those guidelines are 22-24 students. These are not absolute limits, but do reflect the ranges the Districts strives to support in order to balance an appropriate educational environment and District resources. Currently, only one of Hunnewells’ 12 sections is over guideline and, in that case, it is by a single student.

C. SCHOOL SCHEDULING METHOD

The academic schedule, including the commitment to social and emotional learning at Hunnewell Elementary School, is directly linked to the District’s goals and the Hunnewell School Improvement Plan for 2018-2019:

Goal 1: Social and Emotional Learning: Develop a school and district approach to social and emotional learning (SEL) integrated into core curriculum areas.

Goal 2: Tiered System of Supports: Develop and refine a tiered system of instructional supports PreK-12 so all students are appropriately challenged and experience continuous growth.

Goal 3: 21st Century Learning: Refine and expand opportunities PreK-12 for students to engage in creative, authentic, and collaborative learning experiences that inspire curiosity, encourage innovation, and engage students’ imagination.
Goal 4: Cultural Proficiency and Inclusiveness: Establish and implement a coordinated, district-wide approach around cultural proficiency and inclusiveness that promotes a deeper understanding of and commitment to the strengths of diversity.

The schedule also reflects the Elementary Leadership Team’s Goals for the Optimum K-5 Schedule, which prioritizes student access to core academic curriculum, considers students’ social emotional well-being, and fosters student learning and development in visual arts, fitness and health, library, and general music. The schedule also ensures that special education services, ESL, and Tier II support in literacy and math are delivered consistently and efficiently each day/week. Other priorities include daily activity for children, limiting the number of transitions, allowing for integrated project-based learning and providing common planning time for teachers during the school day.

The current schedule allows for every K-5 classroom to have a 20 minute morning meeting. The purpose of morning meeting is to develop a strong sense of community where every child is valued and known. On Wednesday mornings, the staff dedicates 30 minutes for each classroom to partner with a “buddy” class on an activity that builds community beyond the classroom walls, and at least one time/month, there is an All-School Meeting that focuses on one or more of the school’s CARE values (Community, Acceptance, Respect, Effort, towards Excellence). Hunnewell believes giving this time to build a strong sense of community creates a safe learning environment for students and increases their ability to be successful academically. When in the building, other teachers (special educators and specialists) attend the classroom meetings and buddy meetings on a rotating basis to support classroom teachers. As the Speech and Language Pathologist, Occupational Therapist, PE, Music, Art, and Library Teacher, are part-time, attendance at these meetings is limited. As these meetings are designed to foster shared expectations and a strong sense of community across all settings in the building, their effectiveness is compromised when all staff members are not present. Due to the limited space in the cafetorium, the school is also unable to invite parents to all-school meetings, and/or other grade-level creative arts and science experiences generously provided by the PTO. Currently, when all students and staff are present for all-school meetings, the “cafegymatorium” is at and/or beyond capacity. It is unfortunate that parents cannot attend more of the all-school meetings, as tighter home to school connections could be fostered.

With a focus on maximizing human resources and creating a shared responsibility for student achievement, the current Hunnewell schedule prioritizes grade-level teaching of reading, writing, math during the same block. When reading, writing and math happen at the same time for a grade-level, the service providers (special educators, or literacy and math specialists) are able to push-in or pull-out students who require a double dose or a modified curriculum in that subject area. An example might be that four students in grade 3 receive special education services in math, and those four students are split between two classrooms. When the grade-level teaches
math at the same time, it allows the special education teacher to push-in to each of those classrooms for a 30 minute block or to pull out all four students to provide specialized instruction in math. When we are able to schedule reading, writing, and math at the same time across the week, we are able to provide special education services in a consistent and systematic way. Currently, this is not possible at every grade level or for every subject. One reason is that the Art, Spanish FLES, and Physical Education teachers are shared with other buildings across the district, which limits their availability to the daily/weekly Hunnewell schedule. As mentioned earlier, the “cafegymatorium,” a shared cafeteria, auditorium, and physical education space requires the gymnasium to close in the middle of the day for lunch service for almost two hours. This directly impacts the number of learning blocks that can be stacked side by side at a grade-level, and/or staggered across grade-levels during each day and across the week.

The district is also committed to student learning and development in visual arts, health and fitness, library, and general music. The fifth graders also participate in chorus and music lessons and ensembles are available for students in grades 2-5. Students receive opportunities for additional physical activity in the form of a 15 minute recess before lunch and an additional 15 min. afternoon or morning recess.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Art</th>
<th>Music</th>
<th>Physical Ed.</th>
<th>Library</th>
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<tbody>
<tr>
<td>K</td>
<td>1 x 50 min</td>
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<td>5</td>
<td>1 x 50 min</td>
<td>2 x 50 min (1 gen. music, 1 chorus)</td>
<td>1 x 50 min</td>
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Hunnewell offers robust programming in the arts and physical education, and library; however, the layout of the building in the shape of an “H” around a central courtyard, makes transition time between specials and classroom learning as long as 5 -10 minutes, especially for the youngest learners. This transition time can add up to over 60 minutes/week. Ideally, the classroom communities would be clustered around specialist spaces to minimize transition time.

Another priority of the building schedule is to provide common planning time for grade-level teachers during the school day. The kindergarten and first grade teachers have two 30 minute blocks and the second through fifth grade teachers have at least two 50 minute blocks. This time
can be used to meet with grade-level colleagues, the math and literacy specialists or the special educators in order to co-plan a lesson and/or a unit. Again, when we are maximizing our professional resources in the classroom with a co-teaching model, we promote a shared responsibility for student learning and increase the opportunity for student growth.

There is one point worth mentioning about the conditions of current planning, and that is all planning occurs in the classroom. Unfortunately, by the time teachers deliver and pick-up students from specials, and gather the necessary materials, the block of time for planning is significantly shortened for meaningful collaboration. All planning materials must be gathered up at the end of the planning block to make room for students when they return from specials, recess, and/or lunch. An ideal situation would be to have shared planning/collaboration spaces, stocked with curriculum materials and teacher equipment (copiers, laminators, computers, student data bases). Designated collaboration spaces provide the required level of privacy of student records, as well as space for collaboration that could be left in a “living” condition for ongoing planning within a unit.

D. TEACHING METHODOLOGY AND STRUCTURE

As is true with the scheduling method, the teaching methodology and structure at Hunnewell are also directly linked to the WPS Strategic Plan and the Hunnewell School Improvement Plan.

Hunnewell School teachers practice a variety of teaching methods that allow them to differentiate instruction and personalize learning. Most lessons open with a whole class lesson that sets the stage for learning. The teacher either states a specific objective, strategy or skill to be practiced and mastered or poses an inquiry-based focus question to be explored. After this whole class launch, students are often broken up into small group or individual work time where teachers provide small-group instruction or individual conferencing or coaching. At the conclusion of the lesson, the students gather back together to share and reflect on their learning. In many cases, a quick exit ticket may be completed by the students in order for the teacher to assess their learning and plan for next steps. The current size and configuration of the classrooms can impact the ease with which students and teachers move around the classroom. In most classrooms, there is no space for a second table for small group instruction when there is a second adult in the classroom to support students. Classrooms designed with current guidelines and options for breakout spaces within a learning common/neighborhood would greatly ease the congestion within a classroom and provide opportunities for a variety of learning environments for small-group instruction.

Increasing our commitment to integrated curriculum units and project-based learning, four of the Hunnewell teachers participated in training with the Buck Institute on project-based learning. This past Fall, two fifth grade teachers taught an area and volume unit through the creation of blueprints and 3-D Models of tiny houses. Research on energy efficient heating and cooling
systems was also integrated into the unit. Our music and art teachers created stop-motion videos with the fifth graders around the 7 Habits for Happy Kids. Student engagement and learning through these projects was maximized. A key component of project-based learning is a public exhibition. There are several reasons for the public exhibition, including sharing the learning with the community, accountability for students and teachers (the idea of making it “real”), and it shines a spotlight on student learning and growth. Currently, Hunnewell lacks the appropriate size space for such exhibitions. All students, parents and teachers cram into a classroom that is loud and overcrowded. To have learning communities/neighborhoods, which offer the opportunity to house a larger learning commons for public exhibitions or grade-level meetings would allow teachers and students to showcase work and gather together to share new learning. A movable wall between classrooms would enable the staff to accommodate larger assemblies of students or parents.

Several co-teaching models have been planned and taught with the classroom teacher and the literacy or math specialist or the classroom teacher and a special educator. Co-teaching requires focused collaboration that involves reviewing student work and/or formative assessments and using that data to plan instruction. As mentioned in the Scheduling Method section of this document, the only space to collaborate is in the classrooms, which results in at least one or two teachers carrying necessary materials to another space. When this level of collaboration takes place during the day, there is limited time before students return to the classroom, which means all the materials need to be picked up and put away, most likely when teachers are getting to the heart of the work. Having shared and private collaboration space allows for shared storage of materials and a place for confidential materials, such as student work/data to be housed.

All teachers participate in a Professional Learning Community. This year, Hunnewell teachers who are working in collaboration with Buck Institute are using PLC time to hone their projects and plan the Spring projects. This Spring our fifth grade teachers are collaborating with the specialists to provide an integrated curriculum across all areas with a focus on civics. Our K-4 teachers are focused on using the formative and or end-of-unit assessments in the Revised Edition 3 Investigations Math Curriculum. The teachers are taking the assessments prior to the units and then using that experience to anticipate potential confusion or misunderstandings for students. The teachers are then using the curriculum as a tool to plan lessons to meet the needs of their students. Again, having teacher work space with tables and planning materials, student data files, etc, optimizes the time spent collaborating.

As the District continues to develop 21st century competencies, all students K-4 participate in Spanish FLES, 3 x 25/30 minutes/week and next year this will happen K-5. The Spanish FLES program is designed to support and reinforce the core curriculum. Currently, the Spanish FLES teacher moves between classes with materials on a cart. Given the narrow hallways and doors, and the overall size of the classrooms, maneuvering the cart and locating it in a place with good visibility for all students is challenging.
Another component of the Spanish FLES program is the large number of visual materials needed to support the students in learning to speak a foreign language. Currently, the Spanish FLES teacher stores the materials at the far end of the building in a shared classroom with the math coach, literacy specialist and reading interventionist with their respective materials. Currently the room is subdivided by the various boxes of materials. This space does not allow for private collaboration with teachers, and viable storage space is limited to stacking boxes on the floor. Ideally, each of these highly specialized service providers and coaches would have office space, large enough to accommodate material storage. In the case of the literacy and math specialist, office space that is large enough to meet with groups of teachers when providing professional development would be ideal. This space should be complete with appropriate technology, such as a document camera and projection screen.

Over the past three years, WPS under the direction of our K-5 Science and Engineering Director has reviewed and revised our earth and space, physical, and life science curriculum to match 21st century science practice and learning standards. These are all hands-on units with a variety of materials used. The classrooms do not have adequate storage for these units, and space is constrained when eco-columns, plants, and/or engineering materials need to be used throughout the units. Appropriate counter space with working sinks and adequate storage space would greatly enhance student investigations within the science curriculum.

Finally, Hunnewell houses the in-district program for students with social and/or emotional disabilities, the Therapeutic Learning Center (TLC). This program currently houses 18 students with an expected total of 21 students next year. Currently, the TLC psychologist has a private office. The other four professional staff members (the Board Certified Behavior Analyst (BCBA), the Crisis Interventionist, and the primary and intermediate special educators) share office space within two classrooms at opposite ends of the building. These spaces are full-size classroom spaces, and currently cannot be securely subdivided to provide private, quiet spaces or small group spaces. Large, cavernous spaces can feel overwhelming for students who are emotionally vulnerable. Again, having flexible spaces that can be subdivided next to or near grade-level communities eases the need to transport students who are dysregulated down long hallways where privacy can be compromised without calling for a lock-down of all students. While this program has done an excellent job in recent years of having students participate in classroom activities 80%-90% of the time, students still require specialized spaces for learning and emotional stability.

E. TEACHER PLANNING AND ROOM ASSIGNMENT POLICIES-

Currently, teachers at Hunnewell are assigned classrooms next door to their grade-level colleague. In every case there is a door that adjoins the two rooms. By contract, teachers work a
total of 7 hours/day and are provided a duty-free lunch block equal to that of their students, as well as a 30 minute daily preparation block, during which time students take part in Art, Music, PE or Library.

The primary and intermediate special educators share a classroom in the primary wing. The speech and language pathologist has a small room in the primary wing, and the Occupational Therapist and the Physical Therapist share a classroom space in the intermediate wing. Having these spaces scattered across the building requires students to travel to opposite wings to receive services. Creating neighborhood learning communities that house service providers, including coaches/interventionists increases the opportunity to collaborate and develop a shared responsibility for increased student learning.

In addition to the daily preparation block, teachers also participate in monthly Professional Learning Community (PLC) blocks: a monthly, after-school PLC block enables teachers to work together collaboratively developed student learning and professional practice goals. Furthermore, teachers consult with special educators during the 25 minute block between 8:05 and 8:30. Other teachers opt for this planning after the school day.

While there is a common room for teachers to make photocopies, this room is housed in a former supply closet that is also used for some custodial, PTO and science supply storage. Currently there is no designated shared planning space with shared teaching materials available. All teachers must transport their own materials should they want to co-plan a lesson or unit. This model decreases the efficiency and effectiveness of collaboration. To address these shortcomings, Hunnewell would benefit from teacher planning spaces located within the learning communities. Having teacher planning rooms will enhance professional collaboration and will allow for age and grade specific common planning. These locations will also act as localized copy centers to reduce the time teachers currently need to travel to access a single central location.

Over the past five years, Hunnewell has experienced declining enrollment. When the current Hunnewell operated as a 16 section school, there was not adequate space for many of the service providers. For example, the literacy and math specialists shared a small alcove in the library with the reading interventionist. This space is approximately 14’ x 16’, which was too small to effectively accommodate three people who by their job descriptions provide interventions to small groups of students. To further explain, students who benefit from small group instruction, and a double dose of instruction, received these interventions at the same time, and essentially in the same space where library classes were happening. Additionally, the special education teachers shared a small office space that barely fit two desks and one table that could only sit four students. The teachers had to alternate who could use the space for pull-out services, as it was impossible to service two separate groups in this small space. The occupational therapist and physical therapist shared what is now the janitor’s office, a windowless room that is 9’ x 16’.
This space was not sufficient to support children who require gross motor therapy. Therefore, when the gymnasium was in use, the physical therapist used the hallway to service students. The occupational therapist could provide some services in this small space; however, when working on fine motor skills that incorporate gross motor skills, the occupational therapist also used the hallway. Finally the current music room, also served as a storage and planning space for the art teacher who had to travel to classrooms with a cart full of the necessary supplies. Also occurring when Hunnewell operated as 16, 15, and 14 section school, students worked in the hallways with service providers, because there was not adequate office, intervention or special education space. When students receive services in public and shared spaces, their confidentiality is compromised. As enrollment declined, each of the four classrooms was repurposed. The art room was restored to its original use. The primary and intermediate special educators received a classroom that serves as the learning center. Bookcases and filing cabinets are used to create separate learning spaces within this larger space. The literacy and math specialist, with the reading interventionist moved into a classroom. When Spanish FLES was added to the curriculum, the Spanish teacher moved into this space, as well. Again, bookcases and filing cabinets attempt to subdivide the space. Finally the occupational and physical therapist were given a classroom, although it is not outfitted with the necessary suspension equipment. Current enrollment projections indicate that in the near future, Hunnewell will remain a 12 section school; however, enrollment is fluid and we do have a district program that continues to grow, which can impact enrollment.

As a 12 section school, there are still times when a student will receive services in the hallway. An example includes a student who may need to complete a quick fluency read, which can take less than five minutes. It does not make sense for this child to spend five minutes transitioning between the classroom and the special education room for a five minute check-in.

F. SPECIAL EDUCATION PROGRAMS

Special Education at Hunnewell Elementary School, provides a variety of support services for students who have Individualized Education Plans (IEPs). In addition, Hunnewell houses the in-district program for students with social and/or emotional disabilities, the Therapeutic Learning Center (TLC). This program currently houses 18 students with an expected increase to 21 students next year. Inclusive of all Special Education services at Hunnewell are: Speech and Language services, Occupational Therapy, Physical Therapy, Adaptive Physical Education, Counseling, Social Skills Instruction, and academic support, as well as Applied Behavioral Analysis (ABA) services. Within both the Learning Center model and the TLC program, Special Education services are provided in an inclusion model, where education specialists provide services within the general classroom setting wherever possible, in keeping with the least restrictive environment philosophy of service delivery. In cases where student needs require
services be provided in a setting other than the general classroom, students may receive these services in the learning center or, as dictated by students' IEPs, within a substantially separate classroom setting (TLC).

Existing Special Education Conditions at Hunnewell

Existing Conference Room

Currently Hunnewell does not have a conference room. All IEP meetings are held in either the principal’s office, possibly displacing her, or the team will meet in the one of the small School Psychologist offices. Both locations are small for an IEP meeting, which can include as many as ten people, and often leaves a team trying to find chairs or awkwardly moving around each other.

Existing Learning Center Academic Support

Hunnewell’s Learning Center provides academic support for approximately 23 students on IEPs in grades Kindergarten through Five. Students who receive services through the Learning Center are seen for inclusion in the general education classroom and in the Learning Center room for pull-out sessions. The current Learning Center is one large classroom that both the primary and intermediate special educator share. There are two large tables and two desks in the room with no ability to set up dividers to prevent noise and visual distraction. There are often two groups at one time, possibly first graders and fifth graders, each with a different special educator, learning different content and at different levels. The room is located in the primary wing, creating a long walk for upper grade students, which can take away from time on learning.

Existing Therapeutic Learning Center

The district-wide TLC program services 18 students from across all seven elementary schools providing both inclusion and pull-out support. They occupy two large classrooms on opposite sides of the building. The primary TLC is located near the K-2 classrooms and diagonal from the gym/cafeteria. The intermediate TLC is located near the fourth and fifth grade classrooms. The large TLC classrooms can be overwhelming when a student is feeling emotionally dysregulated and at times, other students must be evacuated from the classroom. While students are often included in the general education setting, when students require a private setting due to dysregulation, other students may need to leave the TLC classroom to continue their level of support in the other TLC classroom. TLC students in third grade or who are located in the art or library rooms and become dysregulated have a lengthy walk to either TLC classroom, reducing privacy and decreasing safety. The TLC School Psychologist has her own small office for small groups, 1:1 counseling, testing, and phone calls/consultation. The BCBA has a desk in the intermediate TLC room and the Crisis Interventionist has a desk in the primary TLC classroom,
and frequently move throughout the school based on student need. There is no private space in either classroom for teachers to make private, student-oriented phone calls or for a smaller group of students to receive direct instruction, while others may be finishing up a classroom assignment.

**Existing Occupational/Physical Therapy**

Occupational Therapy and Physical Therapy share a classroom. They do not have the ability to use large equipment for students’ sensory needs. While they are both part time Hunnewell staff members, they must coordinate schedules based on when the room is available rather than students driving the schedules. The classroom is located in the intermediate wing of the building, close to the fourth and fifth grade classrooms. This leaves a long walk to the room for services and for our youngest learners, may result in reducing minutes of IEP mandated service delivery.

**Speech and Language Therapy**

Speech and Language Therapy is located in a small office situated between the cafeteria, which is often loud during food preparation and lunches, and a staff bathroom, where the flushing is quite loud. In addition, there are loud noises that come from the heat in the office. These auditory distractions pose difficulties during speech and language therapy sessions, as much of the work includes careful listening for both the therapist and student. The office is in the primary wing of the building, again leaving a long walk for intermediate students, reducing minutes of services.

**Counseling/Social Skill Instruction**

Hunnewell has a part time School Psychologist who provides counseling and social skills support to students in a small office located next to the TLC School Psychologist’s office. She provides 1:1 counseling, small social skills groups, testing, and consulting on a daily basis. Her office has a very loud noise produced by the heating system, which can impact student attention.

**Vision for Special Education at Hunnewell:**

**Vision for the New Conference Room**

Two conference rooms would be ideal, as we have IEP and other meetings happening concurrently.

**Vision for the New Learning Center Academic Support Space**

Each special educator should have their own office space with room for a desk, locked filing cabinets, storage for materials and a table that can accommodate a group of up to six children. This office space should ideally be located within grade-level communities in order to minimize transitions and provide the least restrictive environment for students.

**Vision for the New Therapeutic Learning Center Space**

The new TLC space should have a classroom in each community neighborhood (EX: one in each of the grade-level corridors: K-1, 2-3, 4-5) These classrooms should have soundproofing.
Bathrooms should be in visual range of the classrooms. Built-in cabinets that can be locked and flexible seating options are necessary to minimize materials in open shelving. Each classroom should have a separate break space. This space could be created with a separate room and no door, a space enclosed with walls that are ¾ height, and/or able to be created with a movable wall that is in a track. Within each classroom there should be an office space that can accommodate one to two desks with filing cabinets and doors that can lock.

**Vision for the New Occupational/Physical Therapy Space**
The Occupational/Physical Therapy space should be located centrally in the school. It should be able to house suspended equipment with enough space around it that the apparatus cannot come in contact with the walls. As there are often large pieces of equipment, the space should have adequate storage and ideally an office within the space for quiet work and testing. A sink is necessary for handwashing and clean-up after messy projects.

**Vision for the New Speech and Language Space**
This space should be centrally located in the building as students in K-5 are serviced. The office space should be large enough for a desk, locked filing cabinets, storage for testing and teaching materials and a table that can seat up to six children.

**Vision for the New Psychology/Social Emotional Learning Space**
The psychologist requires an office space located in the administrative wing that is large enough to accommodate a desk, locked filing cabinets, storage for testing and teaching materials and a table that can seat up to six children. There is also a need for several settings within Hunnewell for small group and individualized instruction to be located in close proximity to general education classrooms, which will allow for greater inclusion of students with disabilities. These spaces should be flexible and include students in the Learning Center and the TLC program, as well as intervention groups within grade levels.

**G. PREKINDERGARTEN PROGRAM**

Hunnewell has hosted a satellite classroom from the District’s PAWS program in the past, but currently there is no Pre-K program at Hunnewell nor is any program planned for the future.

**H. KINDERGARTEN PROGRAM**

Hunnewell offers two sections of tuition-free, full-day Kindergarten. Each classroom is staffed with a full-time teacher and full-time teaching assistant. Both sections of Kindergarten are housed in the attached 1993 portables. Neither of these rooms is as large as the District would like for Kindergarten instruction and a priority in the new building is for larger Kindergarten spaces. Ideally, Kindergarten classrooms will be located close together to build synergy between the classes and to potentially allow for future flexible grouping options. Kindergarten classrooms also should have self-contained restrooms and washing stations.
I. **LUNCH PROGRAM**

The Wellesley Public Schools employs a “hub and spokes” approach to elementary lunches. All elementary lunches are prepared at Wellesley Middle School and then transported to each of the seven elementary schools, where warming/cooling equipment maintains these prepared foods at the appropriate temperature. On a typical day, 85-100 students purchase lunch with another 25-30 students purchasing milk alone.

**Existing Lunch Program at Hunnewell**

Hunnewell runs three lunch periods for grade level pairings:

<table>
<thead>
<tr>
<th>Lunch Set-up</th>
<th>11:30-11:45 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grades 2 &amp; 4</td>
<td>11:45-12:05 AM</td>
</tr>
<tr>
<td>Grades 1 &amp; 5</td>
<td>12:05-12:25 AM</td>
</tr>
<tr>
<td>Grades K &amp; 3</td>
<td>12:25-12:45 AM</td>
</tr>
<tr>
<td>Lunch Clean-up</td>
<td>12:45-1:00 PM</td>
</tr>
</tbody>
</table>

As previously noted, one of Hunnewell’s building limitations is the degree to which the single cafegymatorium limits programming during lunch. More specifically, from 11:30AM - 1:00PM, no programming other than lunch can occur in this space. Prior to lunch 20 minutes needs to be set aside for set-up and 30 minutes needs to be used at the end of lunch for clean-up which requires tables to be pushed down the hallway to be stored in the janitor’s office and to run the wet vacuum, which is stored approximately 50 yards down the hall.

**Vision for New Cafeteria/Lunch Program**

A priority in a new building is to design separate cafeteria and gym spaces. The cafeteria should be large enough to accommodate seating for 150 students. As a large cafeteria can be overwhelming for some students, it would be ideal to be able to divide the space into smaller sections when needed. The cafeteria should also be located adjacent to the gymnasium and have a movable wall between the two, so that a space can be made available for large school and community events.

With a target student enrollment of 365 students, the District is interested in a kitchen design similar to what is in place currently at Sprague and Bates. More specifically, this would not be a full-sized kitchen designed for on site food preparation and cooking. Meals will still be prepared
at the Wellesley Middle School and transported to the Hunnewell, where new warming/cooling
equipment will maintain food at constant temperatures. When contemplating the design of a
kitchen in the Hunnewell building, it will be critical for architects to work closely with the District’s
Food Service Manager.

J. RECESS SPACE

Existing Recess Program
All students at Hunnewell participate in two recesses per day. Playground equipment is located
on the south side of the building, including slides, swings, gliders, and a climbing structure. There
is also a blacktopped surface that is large enough to accommodate one basketball hoop, a
four-square court, and two hopscotch games. The east side of the building has a blacktop area
that accommodate two four-square courts, and two basketball hoops positioned to accommodate
a game of basketball. Beyond the blacktop and on the northeast corner of the space is a
volleyball net set inside a wood-chipped area. Behind the volleyball area is a small baseball
diamond, primarily used for kickball games. Directly adjacent to the blacktop area is a field. The
fields are used for games of soccer or flag football.

The two first grade classrooms are located on the east side of the building. During the recess
periods that occur between 10:00 and 10:15, 11:00 and 12:00, and 1:45 and 2:00, the first
graders and teachers are subjected to the noise, albeit happy, that occurs during recess,
including bouncing balls, loud voices, and the whistles that happen to signal the end of recess.
The fourth grade classrooms located on the south side of the 1956 wing also are subjected to
hearing the noises of recess. These two classrooms have somewhat of a bird’s eye view of the
east side of the playground, which creates an additional visual distraction.

Vision for Recess Program
The Fuller Brook and its path are located on south side of the building. Ideally classrooms would
be located on this side of the building to capture natural light. While the green space on the south
side of the building needs to be used for recess, it is preferred to have this be space that
accommodates quieter play. The east side of the building should be used for the active, noisier
part of recess, when perhaps the additional field adjacent to the library could also be used.

Ideally the cafeterium would run adjacent to the recess yard for easy access between the two
spaces. Having direct access between the cafeteria and recess field minimizes traffic flow past
classrooms inside the building and minimizes transition between the two activities.
K. TECHNOLOGY POLICIES/PROGRAM REQUIREMENTS

Wellesley Public Schools Technology Vision

Technology is changing the way we live and work, and will continue to evolve. As digital citizens with a global focus, students and staff should understand and be comfortable using technology in today’s world. We will prepare students and staff to utilize technology as a catalyst to: enhance the teaching and learning process; stimulate creativity and innovation; foster more effective communications and collaboration; develop executive functioning; enable access and analysis of information; and promote critical thinking and problem-solving.

Existing Conditions of Technology

Horatio H. Hunnewell Elementary School has benefitted from the Wellesley Public Schools’ technology vision and plan for providing our students and staff with the skills and every day access to be comfortable using technology in today’s world. Technology is used across disciplines to promote critical thinking, problem solving, and stimulate creativity and innovation as part of their ongoing education. Currently, each classroom K-5 is equipped with a projector, interactive whiteboard, Apple TV for wireless projecting, document camera, and sound system with a teacher microphone and a student microphone. Every teacher has a Macbook laptop and an iPad for instruction. In the early elementary grades of K-2, our youngest learners share a grade level cart of iPads (4-8 iPads per class). These students are dependent learners and are often working in small groups in the classroom learning to read, solve math problems and investigate science and social studies. iPads are primarily used in learning centers to provide a new dimension to early learning. They can be scheduled with grade level teachers for whole class use in a 1:1 environment for special projects. In primary elementary grades 3-5, students begin reading to learn, have more independence in the classroom, and are developing skills in different subject areas. During this time while they still spend most of their time in their homeroom they have a class set of iPads that are accessible at any point in time. The data is always available to them on their designated device. Technology is a part of the fabric of instruction in each classroom and students are learning technology norms through their homeroom teacher. Online MCAS testing is completed using these devices. Google Apps for Education is our learning platform and students receive an account beginning in grade 3. All K-5 student devices stay in school and are managed and protected by the Firewall on the network and filters on the network as well as on the devices. Centralized printers are available in shared locations throughout the schools, mostly in classrooms now. Each piece of equipment is tracked through an asset database and is replaced on a scheduled life-cycle rotation.

The library includes a small Instructional Technology space housing 1 Apple presentation desktop and 5 Chrome desktops, a shared cart of 24 Apple laptops and a shared cart of 24 chromebooks that are used for both direct instruction in research skills, applications, digital citizenship, and
coding and robotics activities by the library/media specialist. There is no computer lab or dedicated instructional technology space within the school.

There are wireless access point in every classroom and multiple access points in larger areas such as the Hunnewell library. Switches are 1 Gbps, 48 port managed Alcatel Lucent devices with the capability of 10 Gbps uplinks that provide both data and POE. Switches are located in two data closets on opposite sides of the building providing access for the daily use of portable and nonportable devices. The fiber uplink between Hunnewell and the Middle school are currently two redundant 1 Gbps connections.

WPS currently uses Primex wireless clocks, Telecore PA Systems with individual call buttons and volume control in each classroom. This system is tied to the Avaya IP Office phone system so paging can be accomplished through the VoIP phone. The classroom sound system has a PA interrupt to ensure any PA messages or alarms take priority. Currently we have a Genetec security system with Axis Security Cameras, HID EVO door hardware and encrypted card readers. The security servers will need to be specified by Wellesley Technology at the time of ordering. Video distribution is currently using CCTV to each instructional space.

The current data closets are air conditioned, supplied with uninterruptible power and extended batteries. Currently one of the closets is used to store cafeteria tables, which is not conducive to health and safety.

Vision for Technology
As part of our district goal of introducing project based-learning, students are instructed in solving problems and sharing their learning to a broader audience through presentations, or products often created using technology. The use of video editing software and tools such as green screens and padcasters (cameras, mics and teleprompters) are an essential part of this learning process, particularly for students in Grade 4 and Grade 5 in preparation for the middle school. Additionally, makerspaces and tools for invention, robotics, coding/programming, and digital and non-digital fabrication are a key part of 21st century learning. Hunnewell should be equipped with a separate project room/makerspace with high tech and low tech tools affording opportunities for instruction and creation of video productions and other products showcasing student learning, possibly located near the library.

The program provides robust technology support for teachers and students including technical support and professional development. A dedicated office with room for 2 technology staff members to work in with an additional area to provide small group training and professional development is needed in the new school.
In each classroom in the renovated school we would need 2 ethernet drops in the ceiling for access points, 3 drops at the teacher workstation for phone and data access. Throughout the school we would need to provide an area for our centralized printers in a common space outside of the classrooms. These common spaces would need 3 ethernet drops. It is assumed that all ethernet connections would be the latest Telecommunications Industry Association (TIA) standard and a minimum of Cat 6A. There should be four 8 ohm speakers in the ceiling with a speak-on wall plate termination. The AV wall plate should include a minimum HDMI over ethernet transmitter, VGA, and 3.5mm audio, audio return, tri-RCA, and USB connections. The new standard for Interactive projection should include touch screen TV’s mounted on the wall. Currently we have 86” wide-screen smartboards so the equivalent size would be needed. All audio/video equipment should be on wall-mounted racks just above desk height, near the AV wall plate to avoid the need to disconnect every summer. Library, Cafeteria, Gymnasium, and Auditorium AV equipment should be specified by the technology department at time of ordering.

Primex wireless clocks, Telecore PA Systems with individual call buttons and volume control in each classroom. This system is tied to the Avaya IP Office phone system so paging can be accomplished through the VoIP phone. The classroom sound system has a PA interrupt to ensure any PA messages or alarms take priority. Currently we have a Genetec security system with Axis Security Cameras, HID EVO door hardware and encrypted card readers. The security servers will need to be specified by Wellesley Technology at the time of ordering. Video distribution is currently using CCTV to each instructional space. This functionality would need to continue with a digital video distribution system. Electronic signage should be available with a electronic marquee LED signs for outside the school and a digital signage system for the school lobby.

The closets should be air-conditioned and sized appropriately so it cannot be shared, have adequate signage, and should have security card access. The wiring between data closets in the building includes Multimode and Singlemode fiber. We would need a minimum of 12 strands OM4 Multi-mode and 12 strands of Single-mode fiber between MDF and IDF, and MDF and Building Demarcation room. The renovated school should include upgraded WAN connections to both WMS and WHS of 10 Gbps with growing room to 40Gbps. Further consideration to provide all technology to accommodate the interim location will be required.

L. MEDIA CENTER/LIBRARY

*Effective school libraries are dynamic learning environments that bridge the gap between access and opportunity for all K–12 learners. Under the leadership of the school librarian, the school library provides students access to resources and technology, connecting classroom learning to real-world events. By providing access to an array of well-managed resources, school libraries enable academic knowledge to be linked to deeper, personalized learning. The expanded learning environment of the school library ensures the unique interests and needs of individual students are met. In this way, effective school library programs prepare students for college, career, and community.*

Library Mission and Curriculum Standards

The Wellesley Public Schools Library Department helps all students become curious, creative, independent problem-solvers and responsible global citizens. We ensure that all students and staff have access to information, tools, and skills to solve problems, explore ideas, and grow. The library department fosters a life-long love of learning and reading. Library lessons encourage students to develop collaboration, critical thinking, media literacy, and digital citizenship skills and to engage ethically in the global community. The library provides diverse, differentiated resources for academic and recreational learning. Librarians support students and teachers in finding information and teach them how to evaluate information, synthesize ideas, create meaning, and communicate their knowledge to the world. Librarians collaborate with teachers to help all students become critical thinkers and problem-solvers in an ever-changing global environment.

The four primary curriculum standards of the WPS library department state that all students will:

1. Access information efficiently, resourcefully, and proficiently
2. Evaluate and use data and information to create knowledge—critically and competently
3. Understand and use data and information ethically and legally
4. Appreciate literature and become competent and self-motivated readers, library users, and information seekers.

Existing Library at Hunnewell School

The library at Hunnewell School is a user-centered hub of learning. It is always busy as classes, students, and teachers visit frequently during the day. The librarian is Roxanne Scott, who holds a Masters in Library and Information Science from an American Library Association-accredited program. Mrs. Scott works three and a half days per week and teaches weekly classes to grades 1-5. Her assistant, Holly Holmes, works four days per week and teaches the kindergarten classes.

The library collection contains 12,052 high-quality, high-interest books that are aligned to the curriculum and also provide means to help students become lifelong readers. The library circulates approximately 11,000 books per year, and approximately 110 books per day, to 335 student and staff library users. Students are encouraged to come in outside of class time to select books.

The librarian also hosts special programs such as Read Across America, author visits, and the Hour of Code. Online resources are available 24/7 for students, staff, and parents through the library website.
Many groups use the library as a gathering space during and after school hours. The staff gathers there for meetings, special events, and celebrations. Various WPS groups and departments also use the space for meetings and professional development sessions. Some of the activities held in the library before or after school hours include the Hunnewell Hive (school newspaper), Brownies, coding classes, parent meetings, and Hunnewell Helps events and the before school student care program.

Due to space constraints in the school, many other staff members use the library to work, often with groups of students. These staff members include teaching assistants, reading and math intervention specialists, and members of the Technology Department. Other activities taking place in the library during school hours include MCAS testing and BAS Sweeps. Library classes are relocated during MCAS testing, which is not beneficial for student learning or student access to books.

Currently the library has windows on three sides and skylights which result in high levels of solar glare, and can damage the collection. It also results in a greenhouse effect during the fall and spring, which causes excessive heat in the space, also not good for the collection or for students and staff who use this space. Temperatures can climb in excess of 80° F.

**Vision for the New Library**

The new library media center will be a warm, inviting, and flexible space. It will be located with an easy path to the main entrance to facilitate use as a gathering space, yet near enough the classroom neighborhoods to provide for easy access for students and staff. It will have inviting areas for instruction, research, reading, and collaboration.

The space will be air-conditioned and carpeted, with good acoustics and clear sight lines. We envision a space with plenty of natural light. However, it is critical that the librarian can dim the lighting and shade windows to use the projector and SmartBoard.

The library will have an area for large group instruction and sufficient other space for another class to use library resources for research or small group work. The dedicated teaching and learning space will include enough tables for an entire class of at least 25 students to be able to sit comfortably and see a presentation screen. There will be a designated area where classes can gather to share read-alouds.

There will be dedicated office space for the librarian within the library, with clear sight lines to the main library space. This office space will include a large table or counter for processing new library materials, adequate storage for library supplies, and a sink.
The library will have several small group breakout rooms for collaboration and quiet spaces for students. These spaces must have doors and sound isolation for audio recording. There will also be visibility into the main library space to allow for proper supervision.

Public printers will be located in an alcove outside the library to avoid disrupting library activities, with storage for paper underneath.

Power and data outlets will be plentiful and located in floor boxes throughout the space to provide maximum flexibility. Ceiling mounted hanging/drop down outlets should also be considered.

Equipment and furniture for the library space include, book shelves at a reachable height for elementary students and arranged such that they do not obstruct sight lines for supervision or limit opportunities for group work. A circulation desk with space for at least one computer, a barcode scanner, and circulation material storage is also necessary. There needs to be a place to temporarily store recently returned books, ideally near the main entrance of the library and the circulation desk. Flexible furniture including tables and chairs that are comfortable, easy to move, and all the same height allows us to reorganize the space based on need. There should be adequate storage, including some lockable storage, for library books and materials. Display space is also important in order to showcase books and/or student work.

**Potential Changes to Library Curriculum**

As the district focuses more on Project-Based Learning (PBL), the librarians are collaborating with classroom teachers to design and teach library skills within the PBL framework. The librarians may embed library skill instruction in PBL projects and use library resources to support the projects.

As work shifts to a more collaborative nature, the library will make more use of the quiet, small group spaces for collaborating or creating technology-based projects.

The Library Media Space should be flexible and suitable for supporting learning for whole classes and small groups, as well as providing a space for events at the Hunnewell Elementary School. It should be located near the Art room to take advantage of STEAM or Maker-Space learning opportunities.

**M. SPANISH FLES (Foreign Language For Elementary Schools)**

**Mission**

The mission of the WPS Spanish FLES program is “To give our students the necessary tools to become proficient Spanish-speaking learners and competent citizens in a global changing world.”
Goals
The WPS Spanish for Elementary Schools has the following program goals:

- To develop functional proficiency skills in Spanish at an early stage of language acquisition by reinforcing listening, speaking, reading, and writing skills.
- To support content area instruction at each grade level by providing meaningful context for developing communication skills in Spanish.
- To cultivate a nurturing environment where students feel comfortable and safe learning Spanish.
- To foster openness and appreciation for other cultures by promoting global awareness and cross-cultural understanding.
- To ensure that all elementary school students have access to high quality Spanish instruction; regardless of learning styles, achievement levels, race/ethnic origin, socioeconomic status, home language, or future academic goals.

Program Model & Current Implementation
The Spanish FLES program began at two pilot schools (Hardy and Sprague) during FY16.

2018-2019 School Year:
Hardy & Sprague Year 4 of implementation = Grades K-5
Bates Fiske Hunnewell Schofield Upham Year 3 of implementation = Grades K-4

FTE for Spanish FLES at Hunnewell
SY18-19 .8 FTE
SY19-20 1.0 FTE

Where does the teacher sit? Storage for cart and Spanish FLES materials

In grades K and 1, students participate in Spanish three times per week; each class is 25 minutes long. In grades 2 - 5, students participate in Spanish three times week; twice for 25 minutes and once for 30 minutes. In all cases, the Spanish FLES teacher utilizes a “push-in” model of instruction (teaching within the general education classrooms).

Spanish FLES Curriculum
The WPS Spanish FLES curriculum combines Wellesley’s core content at each grade level with the national foreign language standards put forth by the Academic Council on the Teaching of Foreign Languages. Thus, Spanish language is acquired in a meaningful context. This program provides an interactive and stimulating learning environment that uses theoretically sound methodologies, creative instructional practices, and an array of authentic resources. The Spanish FLES program follows the natural sequence of language learning: understanding → speaking → reading → writing.

ART PROGRAM
The K-5 WPS Visual Arts program provides a rich, multimedia, Project Based Learning (PBL) environment where students can creatively problem solve and and use visual thinking to create unique answers to the given prompt.
The art curriculum provides students with both 3-D and 2-D projects that have students practicing Studio Habits of Mind: stretch and explore, express, develop craft, envision, observe, engage and persist, and reflect and extend to new design thinking possibilities. All students in Kindergarten through Grade 5 are take a 50-minute Visual Art class each week. Classes are designed to be both project and technique based with a finished product realized at the end of an instructional unit.

Students have a wide range of materials in which to express their creativity. Materials may include, but are not limited to: ceramic clay, plasticine clay, paper, paint (acrylic, tempera, and watercolor,) markers, crayons, yarn, fabric, papier mache, cardboard, and wood. Students create digital animations on their iPads, and have used a circuit laser cutter for multi media collages. Student creativity is celebrated in displays outside the Art room and in display cases located within the school building.

**Existing Art Room**

Hunnewell Art Room is a retrofitted classroom space that has an exterior wall of windows that lets in great light; however, in the fall and spring this room can get extremely uncomfortable as the windows do create a greenhouse effect. Temperatures can rise in excess of 80° F. The Art Room is used by all students in Kindergarten through Grade 5, and used after school hours by several community groups. The Art room itself contains six tables with 4 to 5 stools for project-based work, multiple above the sink counter storage cabinets and two sinks. Technology is integrated through the use of a document camera that projects modeling of Art techniques for students onto a large flat screen monitor as well as allowing students to use their iPads for artwork, research, process videos, and self reflections. A SMART Board allows the Art teacher to access the Internet for in-the moment research, videos and interactive digital skills that enhance classroom learning as well as showcasing students' digital animations.

Currently, the Art room houses a kiln that was retrofitted into the classroom space by enlarging a closet and venting the kiln through the roof. A large storage space, for materials and student projects-under-construction, is essential for adequate storage in the Art room for all 3-D work not just ceramic creations.

**Vision for the new Art Room**

Ideally, the new Art room contains a whole-group learning area for instruction that is centered around a SMARTboard or SMART Projector and document camera for demonstration and modeling, and a large-screen display, as well as a whiteboard and bulletin board. The project-based area that contains storage for ongoing projects; and a ceramics area, with multiple sinks (4), for use of mixed media materials. The kiln is housed in a separate accessible area to...
the instructional space, and is able to be secured to avoid potential danger when firing and cooling. The room would also have a ample counter space for project storage, provisioning of supplies, and to serve as additional work area. There are portable display screens that can be used for displaying student work throughout the building, as well as movable display cases that the teacher can use for exhibitions of student projects. A large materials storage room accessed from the art room area should provide adequate storage for art materials. Natural light should be from windows as well as skylights.

Adjacent to the Art room, ideally a Makerspace area and Project Based Learning area would be housed and have access directly into the Art Room. A separate room next to the Art Room would be beneficial to the entire school as the system adopts both of these teaching methods into their curricula. ideally the art room should be centrally located and near the Library Media Center.

Other than Makerspace and PBL, It is not anticipated that there will be any significant changes in the art program.

N. MUSIC AND PERFORMING ARTS PROGRAMS

Music classes at the Hunnewell Elementary School are taught by one Music Educator who currently works four days per week. All students at the Hunnewell receive at least one music class per week with the lower grades receiving music class twice per week. The breakdown is as follows:

- Kindergarten and Grade 1: Two 30-minute music classes per week
- Grades 2 through Grade 5: One 50-minute music class per week

In addition, all students in Grade 5 participate in the Grade 5 Chorus program which meets an addition 50 minutes per week in a more traditional Choral rehearsal experience. Students who would like to pursue instrumental music can enroll in the district Lesson Program which is a fee based program taking place before and after school—this is an optional program for students and is directed by the Hunnewell Music Educator as well as a Districtwide Elementary Orchestra director. The 5th Grade Chorus (all 5th grade students) performs at least twice a year for family, friends and the students at Hunnewell in the winter and spring with the Hunnewell Band and Orchestra. These performances take place in the current gym/cafeteria where the ensembles set up on the floor due to the small stage which will not accommodate the groups.

The Music Curriculum at Hunnewell is coordinated with all seven of the elementary schools in Wellesley. The curriculum is a sequential program of studies which builds from Kindergarten to Grade 5. All of the units and lessons taught in the music classes are connected to the Massachusetts State Music Frameworks which include Singing, Playing Instruments, Improvisation and Composition, Reading and Notation and Critical Response. The Music
Educator at Hunnewell uses a variety of music theories and techniques within each grade level which include Orff, Kodaly, and Feierabend.

**Existing Music Room**
The current music room at Hunnewell is a large space which is able to accommodate a set of choral risers, an area for a large rug for the students to sit and an area for folk dancing and movement activities. The music room is currently only used for music classes but is used after school for band/orchestra rehearsals and at times for faculty meetings or other meetings when the music educators is not in the room.

**Vision for Music Room**
Moving forward with a design for a new music room, essential elements should include a large, flexible space so that students can transition from risers to a large instructional area during a music class. Currently there is not sufficient storage space to store classroom instruments so a storage room with shelving is needed. There are no dedicated “practice rooms” but additional small rooms that are acoustically designed would be practical and a much needed “next step” for the program. The room also is a space for before school band and orchestra rehearsals so enough space is needed for these rehearsals and space to store chairs and music stands. As mentioned above, the current stage is not suitable for performances of the Chorus, Band and Orchestra. It is hoped that in a new building we would have a large enough stage and performance space to accommodate these groups and performances.

O. PHYSICAL EDUCATION PROGRAMS

In the Wellesley Public Schools, the ultimate goal of our Fitness and Health programming at the Elementary level is to teach students about the important health benefits of enjoying an active and healthy lifestyle, including adopting a routine of daily movement. Triangulating the National Standards in Physical Education, the SHAPE America National Guidelines, and the Massachusetts Comprehensive Health and Curriculum Frameworks, our Physical Education programming K-5 encompasses a skills-based learning approach through a spiraling curriculum that guides students in introductory skill exposure, and provides them with opportunities to practice these skills. Our program provides an opportunity for all students to develop the skills, knowledge and attitudes necessary to participate in a lifetime of healthy physical activity.

Fitness and Health Education, in combination with the provided opportunities for physical activity are essential elements of each Wellesley Public Schools Elementary School’s instructional program. At the Hunnewell Elementary School, Physical Education classes are taught by one certified Physical Education teacher, who is currently a .8 FTE, spread out over 5 days. All students at the Hunnewell Elementary School receive at least one P.E. class each week, with the two lowest grades attending P.E. class twice each week. The breakdown is as follows:
Kindergarten and Grade 1: Two 30-minute classes per week  
Grades 2 through Grades 5: One 50-minute class per week.

In addition, Nutrition Education is provided and promoted in Fitness and Health classes. The components of healthy nutritional practices are taught through game play and physical activity. Hunnewell Elementary School participates in the system-wide elementary initiative, “Strive for 5”, which promotes healthy eating both at school and at home. Finally, each spring, all Wellesley Public School students in Grade 5 receive education in a supplemental unit on “Puberty and Development”. This Unit is delivered by the Grade 5 classroom teachers.

The Physical Education curriculum at the Hunnewell Elementary School is coordinated with all six of the other Elementary Schools in Wellesley. The curriculum is a sequential program of studies which builds from Kindergarten up to Grade 5. All of the units and lessons taught in the P.E. classes are connected to three main skills and themes: locomotor skills, manipulative skills and social-emotional learning skills. Locomotor skills are any of those that assist students in moving purposefully from place to place with balance and agility, such as skipping, galloping and jumping. Manipulative skills enable students to move objects from place to place. Examples of these include catching, dribbling, and striking. Social-emotional skills include those that teach the students how to work well with others. Examples include group work, demonstrating how to be helpful and showing empathy towards others. The environment in P.E. classes is one where students learn, practice and are assessed on these developmentally appropriate motor skills, social skills and knowledge.

Existing Physical Education Space
The current instructional space for Physical Education at the Hunnewell Elementary School is less than half of a regulation-sized gymnasium. It is utilized for two hours each day as the school’s Cafeteria, and the stage is often used for presentations and assemblies. The P.E. teacher works in collaboration with the custodial staff each day to set-up and take down tables for lunch service. At present, the space is the only space in the building where the entire school can gather, indoors. For Physical Education classes, there is currently limited functionality, due to both its size, lack of storage space, and additional usage during the day. There is no dedicated office for the P.E. teacher, so he has a desk in an alcove off to the side that he shares with four cafeteria tables that need to be stored after lunch. Most of the equipment is stored on the stage in random bins and small storage cupboards, some of which are difficult to access as they are overhead compartments.

Vision for new Physical Education Space
Moving forward with a new design for instructional space, essential elements should include a large, regulation-sized gymnasium where students can move freely, safely and without restriction. We want to provide a physical and social environment that encourages safe and enjoyable activities, lessons and movement opportunities for all of our students. An adequate storage room
with appropriate shelving for the many types of equipment is necessary. The PE teacher also needs an office space to plan his lessons. Additionally, the classroom sections for the Hunnewell Elementary School are slated to go up to 3 for each grade level. This increases the need and desire for a regulation-sized gymnasium. Ideally, a separate space off of the gymnasium to house and teach the mandated classes of Adapted Physical Education (A.P.E.), Physical Therapy (P.T.) and Occupational Therapy (O.T.) would be welcomed.

School-based and community-based activities are offered beyond the school day to enhance the learning in Physical Education classes. The Hunnewell Elementary School is the closest Elementary School to the High School. As such, this provides a big opportunity to have a shared, community space that can be used by both the High School and the Town of Wellesley in general. If that were to be considered, adding pull-out bleachers as well as a sufficient sound system is recommended. If so, providing the capacity to close off the gymnasium space to other areas of the school would also be suggested.

Some suggestions for outdoor and outside spaces include size and proximity of the teaching space. The proximity of an instructional playing field or a playground to the gymnasium entrance should be considered; this includes providing a storage facility that is indoors and an additional one outdoors. In whatever way is chosen, the storage space should be near to the field for easy access to the equipment for the teacher and students.

P. HEALTH OFFICE

The focus of the school health office is to maintain the health and safety of the students as well as the faculty and staff within the building with a goal of illness prevention and early detection of health issues. The health office is staffed by a DESE licensed school nurse in a full time position. The scope of nursing practice encompasses evaluating student health needs, triaging immediate illnesses and injuries, providing emergency care, communicating with families and other health care providers, completing mandated screening programs, administering medications, developing individualized health care plans, contributing to the development of 504s and IEPs when appropriate, providing health education and is an integral part of the educational team.

The Hunnewell School has an enrollment of 270 students in grades K - 5. During the 2017-2018 school year there were 4,500 visits to the Health Office with 97% of the student population accessing the health office at least once during the school year. The health office also provides first aid, illness assessment and emergency care to the adult population within the school.

Existing Health Office

The current health office is very inadequate in every aspect. It consists of one small room that is able to house one bed (without a privacy curtain) which is located directly in front of the nurse’s desk/telephone area. It is very difficult to provide privacy, ensure
confidentiality, separate ill children from others seeking care and assistance, and provide mandated screenings. The bathroom, which opens directly into the office, does not provide privacy for ill students or for students requiring use due to health and behavioral concerns. Also, the bathroom does not meet ADA guidelines for wheelchair accessibility. The treatment area for providing first aid, completing a nursing assessment, consulting with students, and dispensing medications consists of one small locked cabinet and counter that at best is able to handle a few containers for band-aids and gauze. The locked medication cabinet does not meet MDPH guidelines for the safety and storage of medications. Students, parents, and/or staff members seeking medical assistance often express feelings of emotional discomfort due to a lack of privacy in this space.

**Vision for the new Health Office**
The facility's physical layout should address students' psychological and social need for privacy. The waiting area should not be visible from an external corridor, the examination room should be secluded from the rest of the health office by walls or movable partitions, and the phone should be in a private or semi-private enclosure. In general, all private spaces and rooms should provide as much physical and acoustical seclusion as possible for consultations. It is, nevertheless, important for the school nurse to be able to supervise the key areas in the health center to ensure safety and security.

The design of the health office should support the school nurse in providing safe and efficient care. It should be comfortable, emotionally supportive, stress reducing, focusing on students and accommodating their needs. The lighting and color should create a space that is warm, caring, friendly, supportive, dignified and technically proficient. There should be designated spaces within the space. There should be a treatment area with a sink, ample counter space, storage shelves for first aid supplies, a large clock with a second hand, a refrigerator with ice-making capabilities and electrical outlets. There should be a resting area separated from the rest of the health office with three cots with privacy partitions and lighting that can be adjusted. There should be a private office space needed for private conversations. The office should have a window that oversees the entire health office to ensure safety and be equipped with a desk, filing cabinets and cupboards that can be locked to hold medications and necessary supplies. There should also be a waiting room for students waiting to be assessed or dismissed with chairs and a small table. It should have a bulletin board and a pamphlet rack, as well as a small bookcase. There should be two bathrooms as a bathroom can be tied up for a period of time. The bathrooms should have storage space for supplies needed for toilet training and cleaning. Finally there should be a storage closet to accommodate large pieces such as vision and hearing machines, extra supplies and a scale.

Physically the space should be located near the Main Office and close to other support services such as school psychologists. The space should have easy access for emergency transportation vehicles. The physical layout should address student privacy.
Q. **TRANSPORTATION POLICIES**

Students who attend any Wellesley Elementary School are eligible for free transportation to and from school if they live beyond two miles from the school. Student living less than two miles may seek fee-based transportation, but this availability is not guaranteed. Currently there is limited bus ridership at Hunnewell with one bus providing service to eight students. The fee for the bus is $521 per student annually, with a family cap of $1,142. The bus typically starts picking up students in neighborhoods at 7:50AM and drops off students at Hunnewell at approximately 8:15AM.

With a new, larger Hunnewell that will draw students from a larger attendance zone, it is anticipated that bus ridership will increase, although it is not anticipated that the school will be serviced by more than one or two buses. It will be important for the design of the new site to accommodate safe bus drop-off and pick-up that can be safely and effectively managed by school staff separately from student walker and staff/parent car circulation.

R. **AFTER SCHOOL PROGRAM**

The Wellesley Community Children’s Center (WCCC) supports the main after-school program at Wellesley Elementary Schools, with a total of 284 students participating. The program runs from 3:05-6:00 PM on Monday, Tuesday, Thursday, and Friday. On Wednesday, the elementary half-day, the program runs from 12:00-6:00 PM.

Hunnewell is not one of the venues for the program, primarily due to storage and space constraints. As a result, the 41 students from Hunnewell that do participate in the program are bused to either Bates or Upham to join the WCCC programs at those schools.

Moving forward with a new school, the District wants to ensure that the design will accommodate the school hosting the WCCC after-school program. With both a larger building and school population, it is anticipated that more students are likely to participate. Critical to housing this program will be dedicated storage space located very close to the gym and cafeteria. Ideally a storage closet with an approximate size of 5x8 space should meet this need.

S. **FUNCTIONAL AND SPATIAL RELATIONSHIPS**

The current Hunnewell footprint is that of an H. The building is comprised of the original 1938 wing, and two subsequent additions in 1956 and 1994, which frame a central courtyard. The exterior hallway walls that frame the courtyard are comprised of windows that cover the top
half of the walls and are primarily inoperable. The result of this design creates a security risk as students and staff are visible as if in a fishbowl. The amount of glass combined with no way to move the air also results in a greenhouse effect during the spring and summer months. While classroom fans were installed to counter this effect, additional portable fans are needed to circulate the stifling air. The combination of the heat and the noise generated by the fans creates an uncomfortable, distracting and challenging learning environment.

While grade-level classrooms are adjacent to one another and the primary classrooms are located in the south end of the building and the intermediate classrooms are located in the north end of the building, the specialist spaces and all other service providers are dispersed throughout the building, which results in long-transitions between classrooms and specials and students and other service providers to take long walks to respectively receive or provide additional services. The impact of this layout suggests that each classroom, office, learning center is its own entity and not connected to a larger support system. At the current time there are no break-out spaces for small-group instruction near the classrooms nor are there any designated collaboration spaces. The Literacy and Math coach share a space with the Spanish FLES teacher and the reading interventionist, negating the possibility for privacy or noise-free space when any of these professionals are working with students or teachers. The current gymnasium is less than half of the recommended size for an elementary gymnasium and as already stated in this documents serves as the cafeteria for almost two hours a day, and as the only all-school meeting place.

The current heating system is a univent system that exceeds decibel regulations required in classrooms for students with hearing loss and that does not allow for proper air circulation or heat regulation despite Facility Maintenance Department’s efforts to clean and calibrate it.

T. SECURITY AND VISUAL ACCESS REQUIREMENTS

The Hunnewell School wants to be known as a welcoming environment for students, staff, and families; however in the current building, the front walkway is not visible by the school secretary. There is also a tremendous amount of glass surrounding the interior courtyard and the northern walls of the 1956 and 1978 wing. In addition to creating a greenhouse effect during the fall and spring months, there is a high degree of vulnerability to outside threats with the amount of ground level glass exposure.

The entrance to the school should be designed to include a vestibule that doubles as a safety check in, where visitors to the school are welcomed, screened and buzzed into the building.

Currently, in the principal’s office there is a single monitor that provides visual access to all doorways into the building. Inside the building, strategically placed cameras monitor movement.
and activities in hallways that connect to outside doors, further providing monitoring of building safety. Digital cameras provide 24:7 safety monitoring.

Play areas adjacent to the Early Learning Community are fenced in to keep young children safe and to discourage wandering. Signs are posted at fence openings to remind pedestrians that the school grounds are off-limits during school hours.

U. Vision of the New Elementary School Design

The Wellesley Public Schools looks forward to fully leveraging the renovation of the Hunnewell Elementary School facility so as to best support the realization of its five-year strategic plan, curricular alignment with 21st Century Learning competencies and cultivation of students who fulfill the aspirations of its newly adopted Profile of a Graduate. To these ends, WPS participated in two elementary visioning sessions facilitated by SMMA and the educational planning firm of New Vista Design in the fall of 2018.

The first meeting was held on October 4th and was attended by approximately 70 people, including WPS administrators, educators, parents, and community partners. The purpose of this session was to think collectively about our vision for 21st century learning and then determine goals and priorities for a school building design that aligns with and supports that vision. The design patterns and priority goals listed below reflect our commitment to the WPS District Mission and Core Values and our in keeping with our recently drafted Profile of a Graduate. The second session was held on November 26th at Hunnewell. The purpose of this session was to inform the Hunnewell teachers and staff of the October 4th outcomes and to further capture the goals and priorities specific to Hunnewell.

The following Design Patterns for the new Hunnewell school facility were identified by participants from both visioning groups as priority design approaches and features that would best help us move toward our programmatic vision.

1. Neighborhood Learning Communities/Flexible Space

Given Wellesley’s commitment to neighborhood schools, it is not surprising that the participants in this visioning session want to see the neighborhood concept brought into the schools with learning communities established at grade-levels. Grade-level neighborhoods will also house other service providers including a literacy or math specialist and a special educator or other service providers such as an OT, PT or ELL teacher. Within these communities, there is flexible space is able to be opened to create larger grade-level meeting and/or public exhibition spaces and can also be segregated into whole class or smaller group instruction spaces. Each learning community should also have office, collaboration, and small-group learning spaces. The neighborhood will also
provide opportunities for quiet space. Of course, flexible furniture will enhance the flexibility of the space. This model of neighborhood learning communities supports educators coming together to create a shared responsibility for student learning and modeling collaboration, innovation, communication, and critical thinking for their students. Additionally, it breaks down the scale of the school for young children by creating smaller orbits of activity, thus facilitating a greater sense of ownership and belonging.

2. Indoor/Outdoor Connectivity

Believing in opportunities for experiential and exploratory learning, the new building should provide ample opportunity for outdoor learning experiences, fully capitalizing on the proximity to Fuller Brook and Cold Spring Brook. The outdoor space should be easily accessible and portions should be covered for use during inclement weather. The play space should be accessible to the community during non-school hours and offer a combination of dynamic play and quiet reflective spaces. The priorities also included capturing opportunities for natural light and placing learning communities on the quiet side (Fuller Brook) side of the building.

3. Safety and Security

Another priority goal for a new building is one that maintains a welcoming environment while providing the necessary safety and security measures, which might include a secured vestibule off the Administrative Area to allow for easy monitoring of the arrival and dismissal of students, staff and visitors. The administrative area would also house the nursing suite, a conference room, secured student records, and other administrative office space. The vision also prioritizes safe pick-up and drop-off areas, and the ability to secure the learning spaces from the larger community spaces that will be used off-hours.

4. Sustainability

Wellesley has a strong commitment to sustainability and the Massachusetts Department of Energy has designated Wellesley as a green community. In addition to having abundant natural light, passive solar design features, and good indoor/outdoor connectivity, the building should integrate efficient and “green” heating and cooling systems in such a way as to serve as an interactive teaching tool for students. Consider ways in which the building can promote experiential learning opportunities for students and teachers as they develop awareness of the natural resources employed in its construction, maintenance and daily use. These may include a school-wide recycling program, rainwater collection, gardening and outdoor maintenance programs, wind and solar power generation and the monitoring of building systems.

5. Community Use and Access

In addition to providing an independent cafetorium and gymnasium for Hunnewell students that are centrally located and serve as hubs for the school community, the design should consider
opportunities for these spaces to be used by community partners, and therefore should be easily accessed by the community outside of school hours. For large school and community wide events, the immediate adjacency between the cafeteria and the gymnasium provides the opportunity to put a wall between the gymnasium and the cafetorium should be considered. While the school building should be used as a community resource, the scale of the building should reflect the age and size of elementary age students. The facade and exterior walls should be welcoming to elementary age students and all community members, which indicates a need for windows to break the impact of a large, solid wall.

6. Compact Design

An educational program that minimizes transitions and creates neighborhood learning communities around centrally located around the cafeteria, gymnasium, art, music, library and administration wing, calls for a design that is compact and efficient. Minimizing corridor space and travel distances saves valuable square footage, while also increasing teaching and learning by cutting down on travel time.
January 19, 2017

Town of Wellesley Board of Selectmen
525 Washington Street
3rd Floor
Wellesley, MA 02482

Town of Wellesley School Committee
40 Kingsbury Street
Lower Level
Wellesley, MA 02481

Re: Hardy, Hunnewell, Upham; Referendum Options

Dear Members of the Board of Selectmen and School Committee:

As you are aware, the Town of Wellesley is currently in the process of evaluating the Town's school facilities in light of its current school enrollment and projected future needs. As a part of this process, various options are being discussed related to the Hardy, Hunnewell and Upham schools. Due to the impact that any decision will on the Town's students and their families, members of the Selectmen and School Committee have expressed interest in receiving direction from the Town's voters regarding preferred outcomes with respect to the proposed Master Plan.

I have been asked to provide a summary of the Town's options for the Selectmen and School Committee to consider at a joint meeting. As discussed below, the best option at this time appears to be a referendum question pursuant to Section 9 of the Town's governing act, Chapter 202 of the Acts 1932, as amended.

I. Ballot Question Options

State law provides for a number of different types of ballot questions. As is relevant here, three (3) of those options could be used to submit a question to the Town's voters: (1) a nonbinding advisory question pursuant to M.G.L. c.53, §18A; (2) a debt exclusion question pursuant to M.G.L. c.59, §21C(k); or, (3) a referendum on a Town Meeting action pursuant to Section 9 of Chapter 202 of the Acts of 1932, as amended.

Pursuant to M.G.L. c.53, §18A, a nonbinding advisory question may be placed on the ballot for a regular municipal election by the Board of Selectmen, Town Meeting or a
citizens' petition. This type of ballot question has an advantage over the other options in that the language of the question is not prescribed by statute, giving the Town greater flexibility to craft a question that addresses the issue directly. Due to timing considerations\(^1\) and a strong desire to solicit Town Meeting's input on the form of such a ballot question, however, the earliest election on which such a question could be presented is the March 2018 Annual Town Election. It is my understanding that the Selectmen and School Committee would prefer to receive direction from the Town's voters sooner than March of 2018.

Pursuant to \textit{M.G.L.} c.59, §21C(k), Town Meeting may seek voter approval to assess taxes in excess of the Town's annual levy limit for the payment of principal and interest on bonds, notes or certificates of indebtedness. In theory, a question authorizing borrowing for projects related to the schools could be presented to Town Meeting for the purpose of providing the voters with a question that would gauge interest in pursuing a specific proposal. At this time, however, discussions of options for the Hardy, Hunnewell and Upham schools are in preliminary stages and a borrowing question would be premature due to the lack of a specific purpose for which a borrowing would be proposed.

Finally, pursuant to Section 9 of Chapter 202 of the Acts of 1932, as amended, a vote taken by Town Meeting that, among other things, authorizes the expenditure of one hundred thousand dollars or more for the acquisition of land, or for the construction, alteration or enlargement of any building, may be presented to the Town's voters for ratification. As such, a question could be formulated authorizing the expenditure of funds for some action related to the number of schools with the understanding that the question would be presented to the Town's voters. This appears to be the best option for presenting a question to the voters at a Special Town Election to be held soon after Annual Town Meeting.

\section*{Referendum Process}

Section 9 provides that any of the acts of Town Meeting listed therein shall not become effective until seven (7) days after the dissolution of Town Meeting. If, during that time, a petition signed by not less than five (5) percent of the Town's registered voters is filed with the Town Clerk asking that the question be submitted to the Town's voters, Town Meeting's act is suspended. The Town Clerk is required to submit any such petition to the Registrars, who must certify the number of registered voters who signed the petition within five (5) days of receipt. If the Registrars determine that a sufficient number of registered voters have signed the petition, the petition is then presented to Town Meeting for a second vote.

\(^1\) A nonbinding advisory question must be submitted to the Registrars at least thirty-five (35) days prior to a regular Town election. Regular Town elections include the Annual Town Election and may include biennial Statewide elections. Because there is no Statewide election this year and Town Meeting occurs less than thirty-five days before the Annual Town Election, a question cannot be put before the voters this year.
voters signed the petitions, the Selectmen must call a Special Town Election not less than twenty-eight (28) days, nor more than forty-five (45) days, after such certification.

All referendum questions under Section 9 must be phrased in the following form:

"Shall the town vote to approve the action of the representative town meeting whereby it was voted (brief description of the substance of the vote)?"

In order to nullify Town Meeting’s action, at least twenty (20) percent of all registered voters in the Town must vote in the negative on the referendum and a majority of those who vote on the referendum must vote in the negative.

Feel free to contact me with any questions.

Sincerely,

[Signature]

Thomas J. Harrington
7. Waterstone at Wellesley Affordable Rents

On an annual basis the Board of Selectmen works with Waterstone at Wellesley to set the rents, based on the HUD Income Limits for the next year. Since the inception of Waterstone in 2012, the rents have been set at the maximum rate charged. The HUD income limits fluctuate in a positive and negative direction based on the market, and over the past several years due to a good economy, increase in hourly wages, and low unemployment rate the income rates have risen significantly. This year the income rates have increased by 9%. Beth and I had a good conference call with the Waterstone to discuss the every rising prices, for both the market and affordable rents. In consultation with Epoch Senior Living, due to the significant increase this year, they have agreed to only raise prices by 2/3 the HUD rate or 6%. Although the tenants will likely be upset with the $90+ increase, staff finds the proposed rents fair, particularly given WAW’s ability to actually increase the rates by 9%. Notice will be delivered by hand to the residents at Waterstone on Friday, as the proposed rent increase was not finalized until late Thursday. Please find in your packets a memo on the rate increases, a memo from Epoch Senior Living on cost drivers, and the Regulatory Agreements that the 22 Independent Living affordable units and 7 Assisted Living Units operate under.

MOTION
MOVE to approve the Waterstone at Wellesley 2019-2020 rental rates as proposed.
MEMORANDUM

To: Board of Selectmen
From: Meghan Jop
Date: June 14, 2019
RE: 2019 Waterstone Rents

Waterstone’s Regulatory Agreements with the Department of Housing and Community Development (DHCD) and the Town (attachment 1) require the project sponsor (Waterstone) to submit to the Town for approval a proposed schedule of maximum monthly rents on an annual basis for the affordable housing units as well as a compliance report (attachment 2). Attached herein are the proposed rents for 2019-2020. Unlike past years, due to the significant increase in the HUD Adjusted Median Income (AMI), Waterstone is recommending only a partial increase (6%) for existing residents, and a full (9%) increase for new tenants. The AMI has risen substantially over the past 6 years. The rent increases are not limited to Wellesley but impact the entire Boston Metropolitan Statistical Area.

The rents are generated by the Department of Housing and Urban Development (HUD) income limits. HUD adjusts the income on an annual basis. In March, HUD published their new incomes for the Boston-Cambridge-Quincy, MA-NH MSA. The rents below have been calculated and verified from DHCD from the income lines based on the requirements in the regulatory agreement:

“Monthly rents charged to tenants of the Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family who gross income equals eighty percent (80%) of the median income for the Area as provided by HUD, adjusted for household size....”

The rents are further defined that the one bedroom independent units shall be calculated using the applicable two person AMI and the two bedroom independent units shall be calculated using the applicable three person AMI. The applicable rents over time have been highlighted in yellow. Waterstone was approved in 2012. The AMI for 2019 is highlighted in orange.
### FAMILY SIZE

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<tr>
<th>Year</th>
<th>1 person</th>
<th>2 people</th>
<th>3 people</th>
<th>4 people</th>
<th>5 people</th>
<th>6 people</th>
<th>7 people</th>
<th>8 people</th>
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<tbody>
<tr>
<td>2012</td>
<td>$45,500</td>
<td>$52,000</td>
<td>$58,500</td>
<td>$65,000</td>
<td>$70,200</td>
<td>$75,400</td>
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<td>$47,150</td>
<td>$53,900</td>
<td>$60,650</td>
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<td>2014</td>
<td>47,450</td>
<td>54,200</td>
<td>61,000</td>
<td>67,750</td>
<td>73,200</td>
<td>78,600</td>
<td>84,050</td>
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<tr>
<td>2015</td>
<td>48,800</td>
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<td>62,750</td>
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<td>51,150</td>
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<td>65,750</td>
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<td>84,450</td>
<td>90,700</td>
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<td>2018</td>
<td>$56,800</td>
<td>$64,900</td>
<td>$73,000</td>
<td>$81,100</td>
<td>$87,600</td>
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<tr>
<td>2019</td>
<td>$62,450</td>
<td><strong>$71,400</strong></td>
<td><strong>$80,300</strong></td>
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<td>$96,350</td>
<td>$103,500</td>
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**Proposed Rents**

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<th><strong>2018-2019</strong></th>
<th>Proposed Rents</th>
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<tr>
<td><strong>Assisted Living Units (8 units)</strong></td>
<td>$4056.25</td>
<td>$4299.38</td>
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<tr>
<td>Independent Units (2, 2-bedroom)</td>
<td>$1825.00</td>
<td>$1934.50</td>
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<tr>
<td>Independent Units (20, 1-bedroom)</td>
<td>$1622.50</td>
<td>$1719.85</td>
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**The Assisted Living Unit rents include 3 meals per day, weekly housekeeping, limited transportation, 60 minutes of daily personal care assistance, weekly linen service, and access to common areas.**

*Rates reflect the inclusion of utility costs (water, sewer, and electric)*

**Current Market Rate Rents for Independent Units as Reference:**
- Independent Units 1-bedroom: $7785
- Independent Units 1-bedroom +den: $9455
- Independent Units 2-bedroom: $9100 - $10,200

**Historical Rent Increases**

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</thead>
<tbody>
<tr>
<td>Independent 1-bedroom</td>
<td>$1,300.00</td>
<td>$1,300.00</td>
<td>$1,355.00</td>
<td>$1,395.00</td>
<td>$1,460.25</td>
<td>$1,563.75</td>
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<td>Independent 2-bedroom</td>
<td>$1,462.50</td>
<td>$1,462.50</td>
<td>$1,525.00</td>
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<td>$1,643.75</td>
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<tr>
<td>Assisted</td>
<td>$3,250.00</td>
<td>$3,250.00</td>
<td>$3,387.50</td>
<td>$3,487.50</td>
<td>$3,653.12</td>
<td>$3,909.38</td>
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Thank you for the opportunity to provide you with this presentation for your consideration of rental rate increases to the affordable housing units at Waterstone at Wellesley in keeping with HUD's recently released Area Median Incomes.

As a bit of background, Epoch Senior Living is a senior housing provider with twelve communities in Massachusetts, New Hampshire and Connecticut. We operate independent living, assisted living and memory care assisted living facilities. We currently operate four affordable housing programs in Wellesley, Mashpee, Andover and Boston, MA.

Epoch Senior Living has been managing Waterstone at Wellesley ("WAW") since its opening in 2012. We are pleased to offer a rich and vibrant independent and assisted living community to residents of the town of Wellesley and beyond. Moreover we are also pleased to offer 29 affordable units (22 independent living units and 7 assisted living units) to seniors in Wellesley and the surrounding communities.
The affordable program offered at WAW is a program for individuals 62 years of age and older with moderate incomes. The current maximum income for an independent living two person household is $71,400 and for an independent living three person household is $80,300. The current maximum income for an assisted living two person household is $71,400.*

This is a moderate (versus a low or very low) income affordable program. Many of our residents have significant assets. In fact, most of our affordable residents do not have significant monthly income beyond their social security check but have assets in the form of cash from the sale of their homes and/or money saved over their lifetimes.

*Please note that the Regulatory Agreement between the Town of Wellesley and WAW states that the one bedroom units at WAW IL and AL shall follow the Area Median Income for a two person household and the two bedroom units at WAW IL shall follow the Area Median Income for a three person household (both as determined by HUD)
Currently, the monthly affordable rent for the Independent Living at WAW is $1,622.50 for a one bedroom and $1,825.00 for a two bedroom. These rents include continental breakfast, life enrichment activities, transportation during activities, utilities, weekly housekeeping, access to fitness center and pool and one parking space in a heated, underground parking garage, outdoor courtyard with fire pit and putting green and access to the Town of Wellesley walking trails.

- The cost to provide the services and operate the community is $3,815 per month.
- We are losing approximately $2,200 per resident per month ($580,000 annually)

The affordable rent for the assisted living one bedroom is presently $4,056.00. This includes one hour of care for assistance with the activities of daily living, three meals a day, scheduled transportation, life enrichment activities, basic utilities, access to fitness center and pool as well as outdoor courtyard with fire pit and putting green and access to the Town of Wellesley walking trails.

- The cost to provide the services and operate the community is $5,000 per month.
- We are losing approximately $950 per resident per month ($80,000 annually)
In the trailing 12 months, the following Waterstone at Wellesley’s operating and fixed costs have increased:

- Medical and related insurances increased 5%
- Payroll related taxes - 10.6%
- Utilities - 5%
- Housekeeping - 5%
- Property Insurance - 10%
- Property rent - 10%
- Minimum wage increased by $1.00 beginning 1/1/19

Capital expenditures at Waterstone at Wellesley were $73,745, 2019 YTD are $76,578 with a total 2019 budget of $170,500. The expenditures are necessary to maintain the community and are expected to increase as the building ages.
Based on HUD’s newly published incomes, the rental rate increases allowed by HUD are 9.1%.

We understand the hardship such an increase would be for some of our affordable residents and are therefore requesting a rental rate increase of 6% for all affordable unit types. This translates to the following monthly amounts: $97.35 per month for an independent living one bedroom; $109.50 per month for an independent living two bedroom and $243.38 per month for an assisted living one bedroom.

Affordable rental rate increases vary year over year. The 10 year compounding annual growth rate for the affordable rents in the Metro Boston area is 2.3% (2010 and 2011 had negative growth rates of -2.6% and -0.3% respectively). Sometimes these rates increase and sometimes they decrease.
Annual rent increases in the 4 to 5% range are common for both independent and assisted living communities and is also consistent with what we have seen in the Metro Boston Market Area. WAW's market rates are increasing 4 to 5% this year as they did in 2018.

We therefore respectfully request that the Wellesley Board of Selectman approve our request to increase the rental rates of the affordable residents at Waterstone at Wellesley and recommend that the Department of Housing Community and Development approve the same increase.

Thank you for your time and consideration.
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Rent Type</th>
<th>Market</th>
<th>Move-In Date</th>
<th>Move-Out Date</th>
<th>Gross Income</th>
<th>Income Limit in Effect of Move-In Date</th>
<th>Date of Most Recent Annual Recertification</th>
<th>Date of Most Recent Annual Recertification</th>
<th>145% Income Limit in Effect of Annual Recertification</th>
<th>Voucher</th>
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<tr>
<td>224</td>
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<td>05-Mar-2017</td>
<td>05-Mar-2017</td>
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</table>

Note: This document contains a table with information regarding the move-in and move-out dates, gross income, income limits, and certification dates for various units. The table is related to the Affordable Housing and Community Development (the "Owner") and the Commonwealth of Massachusetts (the "Commonwealth"), as per the Comprehensive Permit Rules (the "Rules"). The table includes columns for the unit number, rent type, market type, move-in and move-out dates, gross income, income limits, and certification dates. The data is provided for units with no income, and the income limits are calculated based on the Commonwealth's rules. The document also mentions the Commonwealth's Affordable Housing and Community Development's Comprehensive Permit Subsidies program (the "Program") and the Commonwealth's housing and community development rules (the "Rules").
## ARBIRUPLAU COMPLIANCE MONITORING

Completion Instructions: Complete for all households in affordable units based on information current as of 12/31 of the reporting year.

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Head of Household Name</th>
<th>Vacant = V</th>
<th>Number of Household Members</th>
<th>Market Type</th>
<th>Move-in Date</th>
<th>Move-out Date</th>
<th>Total Gross Income @ Move-In Certification</th>
<th>Income Limit in Effect as of Move-in Date</th>
<th>Date of Most Recent Annual Recertification</th>
<th>Total Gross Income @ Most Recent Annual Recertification</th>
<th>14% Income Limit in Effect as of Annual Recertification</th>
<th>Tenant Rent as of 12/31/2019</th>
<th>Utilities Included</th>
<th>Voucher</th>
<th>Proposed 6% Annual Rent Increase for 2019</th>
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</table>

(Not affordable residents kept to use 401)

This Certificate is provided by [Name], in accordance with a Chapter 40B development known as the "Development", located in [Location] (the "Municipality"), for purposes of assuring the Department of Housing and Community Development ("Subsidy Agency") ascertains the Owner's compliance with the affordability requirements with respect to the Development pursuant to the provisions of the Commonwealth of Massachusetts comprehensive permit (M.G.L. Chapter 40B, 70 C.M.R. 8, and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules").

The undersigned holder certifies to the Subsidy Agency, DHCD, and the Municipality, under oath and to the best of my knowledge, true and complete

**EXECUTED on this the day of 2019.

Owner: ____________________________
Signed: ____________________________
Title: ____________________________
Resident Delig Authorig...
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this __________ day of March, 2012 by and among the Town of Wellesley ("the Municipality"), and Wellesley Washington Street Housing LLC, a Delaware limited liability company, having an address c/o National Development, 2310 Washington Street, Newton Lower Falls, MA 02462 and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, the Project Sponsor is constructing in the Municipality an assisted living residence consisting of 52 rental units (collectively, the “Units”) known as “Epoch Assisted Living at Waterstone” (the “Project”), located at 23 Washington Street, and an affiliated independent living residence consisting of 82 rental units known as “Waterstone at Wellesley” (the “Independent Living Residence”), and together with the Project, hereinafter the “Combined Project”) located in the same building as the Project, but numbered 27 Washington Street. The Combined Project is located on a 3.331 +/- acre site in the Municipality, more particularly described in Exhibit A attached hereto (the “Property”);

WHEREAS, pursuant to the Wellesley Planning Board, Residential Incentive Overlay District, 27 Washington Street, Special Permit Decision, a total of 29 units in the Combined Project will be subject to the Municipality’s affordability restrictions;

WHEREAS, the 82 independent living units in the Independent Living Residence are subject to a separate affordable housing agreement with the Department of Housing and Community Development and the Municipality to create 22 units consistent with DHCD’s LIP Program;

WHEREAS, the 52 assisted living units in the Assisted Living Residence are subject to this affordable housing agreement with the Municipality and the Project has created 7 units consistent with the Municipality’s inclusionary zoning requirements; and

WHEREAS the 7 units will be rented at monthly charges specified in this Agreement to Eligible Tenants as specified in Section 2 of this Agreement (collectively, the “Assisted Units”).

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of
the parties hereto hereby acknowledges to the other, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications that have been approved by the Municipality (the "Plans and Specifications"). In addition, all Assisted Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior. The following Assisted Units shall be provided in the Project:

   7 of the Assisted Units shall be one-bedroom units and are identified on the Exhibit B.

Assisted Units will have the following areas:

One bedroom Units - 525 square feet

During the term of this Agreement, the Project Sponsor covenants, agrees, and warrants that each Assisted Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, and that the Assisted Units shall comply with all similar local codes, ordinances, and by-laws.

2. (a) Throughout the term of this Agreement, each Assisted Unit will be rented for no more than the rental rates set forth herein on Exhibit C to an Eligible Tenant, as adjusted from time to time as provided in section 2(b) of this Agreement. An "Eligible Tenant" is a Family Household whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD") (the "Maximum Income"). A “Family” shall mean (i) two or more persons who are each 62 years of age or older and who will live regularly in the Assisted Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable interdependent relationship, or (ii) an individual who is 62 years of age or older. The “Area” is defined as the Boston-Cambridge-Quincy, MA-NH MSA.

   (b) The monthly rent inclusive of services stated herein, charged to tenants of the Assisted Units shall not exceed an amount equal to seventy-five percent (75%) of the monthly adjusted income of a Family Household whose gross income equals eighty percent (80%) of the median income for the Area as provided by HUD, adjusted for household size; rent for the 1 bedroom unit shall utilize the applicable two person income limit (the "Maximum Monthly Rent"). The Maximum Monthly Rent that may be charged for an Assisted Unit under this clause includes three meals per day, weekly housekeeping, activities, limited transportation, 60 minutes of daily personal care services, utilities, weekly cleaning of flat linens and use of common areas. The initial Maximum Monthly Rents for the Assisted Units as of the date of this Agreement are set forth in Exhibit C attached hereto. Maximum Monthly Rent shall be adjusted as provided herein.
Annually as part of the annual report required under Subsection 2(c) below, the Project Sponsor shall submit to the Municipality a proposed schedule of Maximum Monthly Rents for all Assisted Units in the Project. Such schedule shall be subject to the review of the Municipality for compliance with the requirements of this Section. Rents for Assisted Units shall not be increased without the Municipality’s prior approval of a specific request by Project Sponsor for a rent increase or rents shall be increased automatically upon an increase in Area Median Income as determined by HUD. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days’ prior written notice by Project Sponsor to all affected tenants.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each Assisted Unit remains an Eligible Tenant. Any Assisted Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed an Assisted Unit so long as (i) such unit continues to be rent restricted and (ii) the tenant’s income does not exceed 140% of the Maximum Income. If the tenant’s income exceeds 140% of the Maximum Income at the time of annual eligibility determination, his/her unit (the “Excess Income Tenant Unit”) shall be deemed an Assisted Unit until Project Sponsor shall rent to an Eligible Tenant the next available unit which is not an Assisted Unit and which is otherwise substantially similar to the Excess Income Tenant Unit in Project Sponsor’s reasonable opinion. If a tenant’s income exceeds 140% of the Maximum Income, such tenant will be required to pay market rent for the Excess Income Tenant Unit when the next Assisted Unit is identified by Landlord and rented to an Eligible Tenant.

(d) The Project Sponsor shall enter into a written lease with each tenant of an Assisted Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

3. An Eligible Tenant is subject to a health assessment by the Project Sponsor to ensure that the Project Sponsor can meet the health needs of the Eligible Tenant. If the Project Sponsor determines that such Eligible Tenant does not require the services of the Project Sponsor or requires more services than the Project Sponsor provides, the Eligible Tenant will not be offered an Assisted Unit.

4. Preferences. Assisted Units will be rented to Eligible Tenants in the following manner:

(a) Existing residents who have resided at the Combined Project for 12 months or more and who meet the qualifications for affordable housing as established by this Agreement shall have the first priority for an Assisted Unit.

(b) Local Preference for Wellesley Affiliated Persons. If less than 50% of the Assisted units are occupied by Wellesley Affiliated Persons (as defined in i through iii below) then a Wellesley Affiliated Person shall be given preference for an affordable unit at Epoch Assisted Living at Waterstone
after those persons listed in paragraph 1 above, however, there shall be no preference within the following definition:

i. Current residents of Wellesley, Massachusetts.
ii. Immediate family of current resident(s) of Wellesley Massachusetts.
iii. Family with children in the Wellesley Public Schools.
iv. Current or retired employees of Wellesley, Massachusetts.

(c) The next preference will be given to the next applicant on the waitlist.

5. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, creed, color, sex, age (except that the parties expressly acknowledge that the Combined Project, including the Project, is an age-restricted senior housing facility for persons aged 62 and older (the “Age Restriction”) and that accordingly the Age Restriction with respect to any and all residents, including, without limitation, Eligible Tenants, shall not be deemed a discrimination in violation of this Section 8), handicap, marital status, national origin, sexual orientation, gender identity, familial status, genetic information, ancestry, children (except that the practical effect of the Age Restriction is to restrict children), receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project. The parties acknowledge that the building in which the Combined Project is located is a non-smoking facility and that smokers may accordingly be excluded as residents, visitors, or otherwise.

6. Upon execution and acknowledgment by all parties hereto, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Norfolk County Registry of Deeds (the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

7. The Project Sponsor hereby represents covenants and warrants as follows:

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

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

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the mortgage and any loan documents relating to the Project, and other permitted encumbrances acceptable to the lender providing financing to the Project).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

8. The parties acknowledge that the entire building in which the Project is located will become a condominium unit to be initially owned by the Project Sponsor. Except to the extent that decisions regarding repair of damage to common areas of the Property due to fire or other casualty, or restoration after taking by eminent domain are made by the applicable condominium association or trust not controlled by the Project Sponsor, the Project Sponsor agrees:

(a) that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor shall either: (i) use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement, subject to the approval of the lender(s) which has provided financing, or (ii) if not restored or repaired or relieved, the Project Sponsor shall maintain the same ratio of Assisted Units to total number of remaining Units in the Project as required by the applicable zoning regulations of the Municipality governing the Project.

(b) that the Project Sponsor shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit in the Project for any purpose other than rental housing during the term of the Agreement unless required by law unless after such action the ratio of Assisted Units to total number of remaining Units in the Project is in conformity with the applicable zoning regulations of the Municipality governing the Project.

9. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of
the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

10. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

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

Project Sponsor: Wellesley Washington Street Housing LLC
c/o National Development
2310 Washington Street
Newton Lower Falls, MA 02462
Attention: Theodore R. Tye

With a copy to: National Development
2310 Washington Street
Newton Lower Falls, MA 02462
Attention: Richard P. Schwartz, General Counsel

11. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual, provided however, that this Agreement shall terminate if the Project is acquired by foreclosure or by instrument in lieu of foreclosure of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender, provided that the holder of the mortgage gives the Municipality not less than sixty (60) days prior written notice of the mortgagor’s intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, except that this Agreement shall not terminate if such acquisition is part of an arrangement with the Project Sponsor or a related person or entity, a purpose of which is to terminate this Agreement and the restrictions set forth herein.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor’s successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project
Sponsor, its successors and assigns and enure to the benefit of the Municipality and their successors and assigns for the term of the Agreement provided, however, that the Project Sponsor and each successive owner of all or any portion of the Project shall be liable only for the obligations accruing during the period of their respective ownership of the Project. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

12. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.
Attachments:  
Exhibit A - Legal Property Description  
Exhibit B - Assisted Unit Designation  
Exhibit C - Rents for Assisted Units
EXHIBIT A

Wellesley Washington Street Housing LLC
23 and 27 Washington Street
Wellesley, MA 02482

Property Description

LEGAL DESCRIPTION

All that certain parcel of land in the Town of Wellesley, County of Norfolk, and Commonwealth
of Massachusetts, shown on the plan entitled "Plan of Land, 27 Washington St., Wellesley, MA"
dated October 25, 2010, prepared by Coneco, and recorded in the Norfolk Registry of Deeds at
Plan Book 603, Plan 91 (the "Plan"), and more particularly bounded and described as follows:

Commencing at a point of curvature in the northerly line of Washington Street as shown on the
Plan; thence;

Northeasterly along said northerly line along a curve to the right with a radius of 388.07 feet, an
arc length of 34.67 feet to the point of beginning at the southwesterly corner of the herein
described parcel as shown on the Plan; thence

N 38° 55' 33" W by land now or formerly of Wellesley Office LLC and ND Wellesley LLC and
Stephen Francis Nuzzi, in part by each, for a distance of 442.87 feet to a drill hole in a concrete
bound as shown on the Plan; thence

N 37° 34' 30" W by land now or formerly of ND Wellesley LLC and the Commonwealth of
Massachusetts, in part by each, for a distance of 94.70 feet to a drill hole in a stone bound as
shown on the Plan; thence

N 38° 55' 33" W by land now or formerly of the Commonwealth of Massachusetts for a distance
of 79 feet more or less to the Charles River as shown on the Plan; thence

Easterly northeasterly and easterly along the Charles River 552 feet more or less to a point as
shown on the Plan; thence

By the following six courses by land now or formerly of the Town of Wellesley:

Southerly along a curve to the left with a radius of 2884.93 feet an arc length of 27 feet
more or less to a drill hole in a concrete bound as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2884.93 feet an arc length of 210.83
feet, a chord bearing S 10° 36' 51" E, and a chord length of 210.78 feet to a point as shown on
the Plan; thence
S 77° 17' 32" W for a distance of 2.50 feet to a point as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2887.43 feet, an arc length of 183.44 feet, a chord bearing S 14° 31' 40" E, and a chord length of 183.41 feet to a point as shown on the Plan; thence

N 73° 39' 08" E for a distance of 2.50 feet to a point as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2884.93 feet, an arc length of 156.43 feet, a chord bearing S 17° 54' 04" E, and a chord length of 156.41 feet to a point on the northerly line of Washington Street as shown on the Plan, being the southeasterly corner of the herein described parcel, said point lying northwesterly along a curve with a radius of 388.07 feet an arc length of 14.21 feet from a point of tangency in the northerly line of Washington Street as shown on the Plan. Said point also lying southeasterly along said curve with a radius of 388.07 feet an arc length of 2.89 feet from a drill hole in a concrete bound as shown on the Plan; thence

Westerly along the northerly line of Washington Street along a curve to the left with a radius of 388.07 feet, an arc length of 232.25, a chord bearing S 74° 40' 35" W, and a chord length of 228.80 feet to the point of beginning.

Containing 5.261 acres of land, more or less, according to the Plan.

LESS AND EXCEPTING FROM THE FOREGOING THE FOLLOWING LAND AND THE IMPROVEMENTS THEREON:

All that certain land with the improvements thereon in the Town of Wellesley, County of Norfolk, and Commonwealth of Massachusetts, shown as "Retail/Office Project Area" on a plan entitled "Ground Lease Plan" dated October 19, 2010 prepared by Coneco, and attached to that certain Notice of Ground Lease dated November 10, 2010 and recorded in the Norfolk County Registry of Deeds at Book 28261, Page 599 (the "GL Plan"), and more particularly bounded and described as follows:

Commencing at a point of curvature in the northerly line of Washington Street as shown on the GL Plan; thence,

Northeasterly along said northerly line along a curve to the right with a radius of 388.07 feet, an arc length of 34.57 feet to the point of beginning at the southwesterly corner of the herein described land as shown on the GL Plan; thence

N 38° 55' 33" W by land now or formerly of Wellesley Office LLC and ND Wellesley LLC and Stephen Francis Nuzzi, in part by each, for a distance of 434.73 feet to a point as shown on the GL Plan; thence

N 51° 04' 27" E for a distance of 28.00 feet to a point as shown on the GL Plan; thence

S 38° 55' 33" E for a distance of 174.80 feet to a point as shown on the GL Plan; thence
N 51° 04’ 27” E for a distance of 133.50 to a point as shown on the GL Plan; thence

S 38° 55’ 33” E for a distance of 8.00 feet to a point as shown on the GL Plan; thence

N 51° 04’ 27” E for a distance of 88.40 to a point as shown on the GL Plan; thence

Along a curve to the right with a radius of 37.00 feet, an arc length of 35.91 feet, a chord bearing N 78 52’ 49” E, and a chord length of 34.52 feet to a point as shown on the GL Plan; thence

Again along a curve to the right with a radius of 40.13 feet, an arc length of 45.52 feet, a chord bearing S 46 00’ 41” E, and a chord length of 43.12 feet to a point as shown on the GL Plan; thence

N 73° 30’ 20” E for a distance of 31.22 feet to a point, the previous eight courses bounded by the “Residential Project Area” to a point as shown on the GL Plan; thence

Southerly by land now or formerly of the Town of Wellesley along a curve to the left with a radius of 2887.43 feet, an arc length of 126.57 feet, a chord bearing S 15° 05’ 31” E, and a chord length of 126.56 feet to a point as shown on the GL Plan; thence

N 73° 39’ 08” E by land now or formerly of the Town of Wellesley for a distance of 2.50 feet to a point as shown on the GL Plan; thence

Southerly by land now or formerly of the Town of Wellesley along a curve to the left with a radius of 2884.93 feet, an arc length of 156.43 feet, a chord bearing S 17° 54’ 04” E, and a chord length of 156.41 feet to a point on the northerly line of Washington Street as shown on the GL Plan, being the southeasterly corner of the herein described land (said point lying northwesterly along a curve with a radius of 388.07 feet an arc length of 14.21 feet from a point of tangency in the northerly line of Washington Street; said point also lying southeasterly along said curve with a radius of 388.07 feet an arc length of 2.89 feet from a drill hole in a concrete bound all as shown on the GL Plan); thence

Westerly along the northerly line of Washington Street along a curve to the left with a radius of 388.07 feet, an arc length of 232.25, a chord bearing S 74° 40’ 35” W, and a chord length of 228.80 feet to the point of beginning as shown on the GL Plan.

Containing 84,052 square feet or 1.930 acres more or less according to the GL Plan.
Epoch Assisted Living at Waterstone
Assisted Units

<table>
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<th>Apartment Number</th>
<th>Level</th>
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<th>Square Feet</th>
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<td>209</td>
<td>Level 2</td>
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<tr>
<td>412</td>
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<td>One Bedroom</td>
<td>525</td>
</tr>
</tbody>
</table>

Number of Assisted Units 7

An alternate assisted living unit may be substituted as necessary to fulfill the requirements under this Agreement.
EXHIBIT C

Re:  Wellesley Washington Street Housing LLC
     Epoch Assisted Living at Waterstone
     23 Washington Street
     Wellesley, MA 02482

Initial Maximum Monthly Rents for Assisted Units

<table>
<thead>
<tr>
<th>Rent</th>
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</thead>
<tbody>
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</table>

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 3rd day of January, 2012 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Wellesley ("the Municipality"), Wellesley Washington Street Housing LLC, a Delaware limited liability company, having an address c/o National Development, 2310 Washington Street, Newton Lower Falls, MA 02462 and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory have been issued thereunder (the "Guidelines");

WHEREAS, Project Sponsor is constructing in the Municipality an independent living residence consisting of 82 rental units (collectively, the "Units") known as "Waterstone at Wellesley" (the "Project"), located at 27 Washington Street, and an affiliated assisted living residence consisting of 52 rental units known as "Epoch Assisted Living at Waterstone" (the "Assisted Living Residence", and together with the Project, hereinafter the "Combined Project") located in the same building as the Project, but numbered 23 Washington Street. The Combined Project is located on a 3.331 +/- acre site in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the Property");

WHEREAS, pursuant to the Town of Wellesley Zoning Bylaw a total of 29 units in the Combined Project will be subject to the Municipality’s affordability restrictions;
WHEREAS, the 52 assisted living units in the Assisted Living Residence are subject to a separate affordable housing agreement with the Municipality to create 7 units consistent with the Municipality's inclusionary zoning requirements and are not a part of or subject to this Agreement;

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that 22 of the Units in the Project (26.8%) are Local Action Units (as that term is defined in the Guidelines) within the LIP Program and that those units will be rented at monthly charges specified in this Agreement to Eligible Tenants as specified in section 2 of this Agreement (collectively, the "Low and Moderate Income Units"); and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledges to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. Construction. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines), and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookups, all as more fully shown in the Plans and Specifications. The following Low and Moderate Income Units shall be provided in the Project:

19 of the Low and Moderate Income Units shall be one-bedroom units; 1 of the Low and Moderate Income Units shall be a one bedroom plus den unit; and 2 of the Low and Moderate Income Units shall be two bedroom units it being agreed that to the extent that a one bedroom plus den unit or two bedroom unit is necessary to meet the needs of an applicant with a disability as a reasonable accommodation such one bedroom plus den unit or two bedroom unit, if available, shall be provided. In the event that, in connection with the initial tenant selection lottery, no Eligible Tenant with a disability requires one or more of the two bedroom Low and Moderate Income Units or one bedroom plus den Low and Moderate Income Unit as a reasonable accommodation, then any such Low and Moderate Income Unit(s) may be rented to market households. If at any time such units are filled with market households and an eligible applicant or a current tenant with a disability requests such a unit as a reasonable accommodation such Eligible Applicant/Tenant shall be placed on a waiting list for such applicable units. A Low and Moderate Income Applicant/Tenant who requests a two bedroom Low and Moderate Income Unit or one bedroom plus den Low and Moderate Income Unit shall be given priority over a market household for such units. In any event, at all times, a minimum of 22 Low and Moderate Income Units shall be provided including no more
than 2 two bedroom Low and Moderate Income Units and 1 one bedroom plus den Low and
Moderate Income Unit

Low and Moderate Income Units must have the following minimum areas:

- One bedroom Units - 712 square feet
- One Bedroom Units plus Den Units - 892 square feet
- Two Bedroom Units - 1,029 - 1,031 square feet

During the term of this Agreement, the Project Sponsor covenants, agrees, and
warrants that each Low and Moderate Income Unit will remain suitable for occupancy and in
compliance with all federal, state, and local health, safety, building, sanitary, environmental,
and other laws, codes, rules, and regulations, including, without limitation, laws relating to
the operation of adaptable and accessible housing for the handicapped, and that the Low and
Moderate Income Units shall comply with all similar local codes, ordinances, and by-laws.

2. **Affordability.**

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit
will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An
"Eligible Tenant" is a Family whose annual income does not exceed eighty percent (80%) of
the Area median income adjusted for family size as determined by the U.S. Department of
Housing and Urban Development ("HUD") (the "Maximum Income"). A "Family" shall
mean (i) two or more persons who are each 62 years of age or older and who will live
regularly in the Low and Moderate Income Unit as their primary residence and who are
related by blood, marriage, or operation of law or who have otherwise evidenced a stable
interdependent relationship, or (ii) an individual who is 62 years of age or older. The "Area"
is defined as the Boston-Cambridge-Quincy, MA-NH MSA.

(b) The monthly rent charged to tenants of the Low and Moderate Income Units
shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a
Family whose gross income equals eighty percent (80%) of the median income for the Area as
provided by HUD, adjusted for household size; rent for the one bedroom units shall utilize the
applicable two person income limit and rent for a two bedroom unit shall use the applicable
three person income limit (the "Maximum Monthly Rent"). Adjusted income shall be as
defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by
HUD. The initial Maximum Monthly Rents for the Low and Moderate Income Units as of the
date of this Agreement are set forth in Exhibit B attached hereto. Maximum Monthly Rent
shall be adjusted annually as provided herein.

Annually as part of the annual report required under subsection 2(e) below, the Project
Sponsor shall submit to the Municipality and DHCD a proposed schedule of Maximum
Monthly Rents for all Low and Moderate Income Units in the Project. (Note: charges for
heating & cooling, hot water, gas and electric shall be included in the Monthly Rents.) Such
schedule shall be subject to the approval of the Municipality and DHCD for compliance with
the requirements of this section. Rents for Low and Moderate Income Units shall not be
increased without the Municipality’s and DHCD’s prior approval of either (i) a specific
request by Project Sponsor for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days’ prior written notice by Project Sponsor to all affected tenants.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit (an “Excess Income Tenant Unit”) increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Project Sponsor shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted, or (ii) the Project Sponsor rents the next available unit which is not a Low and Moderate Income Unit and which is otherwise substantially similar to the Excess Income Tenant Unit in Project Sponsor’s reasonable opinion, as a Low and Moderate Income Unit in conformance with section 2(a) of this Agreement, or otherwise demonstrates compliance with section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, the rent restrictions shall no longer apply to such tenant upon the expiration of the applicable lease term (without regard to any automatic renewal provisions). The Project Sponsor shall provide written notification to the Municipality within five (5) days of its determination that the income of a Low and Moderate Income Unit exceeds one hundred and forty percent (140%) at the time of annual income recertification.

(e) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Project Sponsor shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in section 2(a), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory. The Project (i.e., 82 units) will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). The Low and Moderate Income will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory. Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project
Sponsor are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. **Marketing.** Prior to marketing or otherwise making available for rental any of the Low and Moderate Income Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. Because the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Project Sponsor must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (617-635-3321). All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain Marketing Documentation (as such term is hereinafter defined) with respect to the initial marketing of the Low and Moderate Income Units, for five years following the first rental of the last available Low and Moderate Income Unit, and thereafter, with respect to each subsequent marketing of the Low and Moderate Income Units, for five years following such marketing, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be
regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the mortgage and any loan documents relating to the Project, and other permitted encumbrances acceptable to the lender providing financing to the Project).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.


(a) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) days' prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner (if the Project Sponsor is a limited partnership), manager (if the Project Sponsor is a limited liability company), or property management agent of Project Sponsor; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement or transfers of indirect, non-controlling Beneficial Interests, and except for any grant of any lien or other security interest in or with respect to such majority of Beneficial Interests to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or any exercise by any such lienholder of any of its rights and remedies [including without limitation, by taking title to such majority of Beneficial Interests]).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to
receive income, losses, or a return on equity contributions made to such company or corporation.

(b) Prior to any transfer of the entire ownership interest of the Project Sponsor in the Project, the Project Sponsor agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement. For the avoidance of doubt, the parties hereto expressly agree that the following are excluded from the operation of this subsection (b), each of which shall require the securing of no such written agreement: (i) rental of Low and Moderate Income Units to Eligible Tenants as permitted by the terms of this Agreement, (ii) the grant by the Project Sponsor of any mortgage or other security interest in or with respect to all or any portion of the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to all or any portion of the Property by deed in lieu of foreclosure and subsequent purchaser in any event), (iii) the grant of any easement or other record matter related to the construction or operation of the Property, (iv) the submission of the building in which the Combined Project is located and the Property to condominium status so long as the Project Sponsor shall own the condominium unit in which such building is located.

10. **Casualty; Demolition; Change of Use.** The parties acknowledge that the building in which the Project is located will become a condominium unit to be initially owned by the Project Sponsor. Except to the extent that decisions regarding repair of damage to common areas of the Property due to fire or other casualty, or restoration after taking by eminent domain are made by the applicable condominium association or trust not controlled by the Project Sponsor, the Project Sponsor agrees:

(a) that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor shall either: (i) use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement, subject to the approval of the lender(s) which has provided financing, or (ii) if not restored or repaired or relieved, the Project Sponsor shall maintain the same ratio of Low and Moderate Income Units to total number of remaining Units in the Project as required by the applicable zoning regulations of the Municipality governing the Project.

(b) that the Project Sponsor shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit in the Project for any purpose other than rental housing during the term of the Agreement unless required by law unless after such action the ratio Low and Moderate Income Units to total number of remaining Units in the Project is in conformity with the applicable zoning regulations of the Municipality governing the Project.

11. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.
12. **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

**DHCD:**
Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

**Municipality:** Town of Wellesley  

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

**Project Sponsor:** Wellesley Washington Street Housing LLC  
c/o National Development  
2310 Washington Street  
Newton Lower Falls, MA 02462  
Attention: Theodore R. Tyson

**With a copy to:** National Development  
2310 Washington Street  
Newton Lower Falls, MA 02462  
Attention: Richard P. Schwartz, General Counsel

13. **Term.**

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual, provided however, that this Agreement shall terminate if the Project is acquired by foreclosure or by instrument in lieu of foreclosure of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company,
insurance company or other institutional lender, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, except that this Agreement shall not terminate if such acquisition is part of an arrangement with the Project Sponsor or a related person or entity, a purpose of which is to terminate this Agreement and the restrictions set forth herein.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement provided, however, that the Project Sponsor and each successive owner of all or any portion of the Project shall be liable only for the obligations accruing during the period of their respective ownership of the Project. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Further Assurances. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

15. Default. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. No such failure to cure a default, however, will be deemed to exist if the Project Sponsor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the Project Sponsor. The first mortgagee of Project Sponsor shall receive reasonable notice and opportunity to cure before such remedies are exercised.
(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this section 15, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Project Sponsor acknowledges that the primary purpose for requiring compliance by the Project Sponsor with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Project Sponsor agrees that DHCD or the Municipality shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Project Sponsor of its obligations under this Agreement in a state court of competent jurisdiction. The Project Sponsor further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Project Sponsor shall reimburse DHCD for all reasonable costs and attorney's fees associated with such breach.

16. Mortgagee Consents. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.
EXHIBIT A

Wellesley Washington Street Housing LLC
Waterstone at Wellesley
27 Washington Street
Wellesley, MA 02482

Property Description

LEGAL DESCRIPTION

All that certain parcel of land in the Town of Wellesley, County of Norfolk, and Commonwealth of Massachusetts, shown on the plan entitled “Plan of Land, 27 Washington St., Wellesley, MA” dated October 25, 2010, prepared by Coneco, and recorded in the Norfolk Registry of Deeds at Plan Book 603, Plan 91 (the “Plan”), and more particularly bounded and described as follows:

Commencing at a point of curvature in the northerly line of Washington Street as shown on the Plan; thence;

Northeasterly along said northerly line along a curve to the right with a radius of 388.07 feet, an arc length of 34.67 feet to the point of beginning at the southwesterly corner of the herein described parcel as shown on the Plan; thence

N 38° 55’ 33” W by land now or formerly of Wellesley Office LLC and ND Wellesley LLC and Stephen Francis Nuzzi, in part by each, for a distance of 442.87 feet to a drill hole in a concrete bound as shown on the Plan; thence

N 37° 34’ 30” W by land now or formerly of ND Wellesley LLC and the Commonwealth of Massachusetts, in part by each, for a distance of 94.70 feet to a drill hole in a stone bound as shown on the Plan; thence

N 38° 55’ 33” W by land now or formerly of the Commonwealth of Massachusetts for a distance of 79 feet more or less to the Charles River as shown on the Plan; thence

Easterly northeasterly and easterly along the Charles River 552 feet more or less to a point as shown on the Plan; thence

By the following six courses by land now or formerly of the Town of Wellesley:

Southerly along a curve to the left with a radius of 2884.93 feet an arc length of 27 feet more or less to a drill hole in a concrete bound as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2884.93 feet an arc length of 210.83 feet, a chord bearing S 10° 36’ 51” E, and a chord length of 210.78 feet to a point as shown on the Plan; thence
S 77° 17' 32" W for a distance of 2.50 feet to a point as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2887.43 feet, an arc length of 183.44 feet, a chord bearing S 14° 31' 40" E, and a chord length of 183.41 feet to a point as shown on the Plan; thence

N 73° 39' 08" E for a distance of 2.50 feet to a point as shown on the Plan; thence

Southerly along a curve to the left with a radius of 2884.93 feet, an arc length of 156.43 feet, a chord bearing S 17° 54' 04" E, and a chord length of 156.41 feet to a point on the northerly line of Washington Street as shown on the Plan, being the southeasterly corner of the herein described parcel, said point lying northwesterly along a curve with a radius of 388.07 feet an arc length of 14.21 feet from a point of tangency in the northerly line of Washington Street as shown on the Plan. Said point also lying southeasterly along said curve with a radius of 388.07 feet an arc length of 2.89 feet from a drill hole in a concrete bound as shown on the Plan; thence

Westerly along the northerly line of Washington Street along a curve to the left with a radius of 388.07 feet, an arc length of 232.25, a chord bearing S 74° 40' 35" W, and a chord length of 228.80 feet to the point of beginning.

Containing 5.261 acres of land, more or less, according to the Plan.

LESS AND EXCEPTING FROM THE FOREGOING THE FOLLOWING LAND AND THE IMPROVEMENTS THEREON:

All that certain land with the improvements thereon in the Town of Wellesley, County of Norfolk, and Commonwealth of Massachusetts, shown as "Retail/Office Project Area" on a plan entitled "Ground Lease Plan" dated October 19, 2010 prepared by Conoco, and attached to that certain Notice of Ground Lease dated November 10, 2010 and recorded in the Norfolk Country Registry of Deeds at Book 28261, Page 399 (the "GL Plan"), and more particularly bounded and described as follows:

Commencing at a point of curvature in the northerly line of Washington Street as shown on the GL Plan; thence;

Northeasterly along said northerly line along a curve to the right with a radius of 388.07 feet, an arc length of 34.67 feet to the point of beginning at the southwesterly corner of the herein described land as shown on the GL Plan; thence

N 38° 55' 33" W by land now or formerly of Wellesley Office LLC and ND Wellesley LLC and Stephen Francis Nuzzi, in part by each, for a distance of 434.73 feet to a point as shown on the GL Plan; thence

N 51° 04' 27" E for a distance of 28.00 feet to a point as shown on the GL Plan; thence

S 38° 55' 33" E for a distance of 174.80 feet to a point as shown on the GL Plan; thence
N 51° 04' 27" E for a distance of 133.50 to a point as shown on the GL Plan; thence

S 38° 55' 33" E for a distance of 8.00 feet to a point as shown on the GL Plan; thence

N 51° 04' 27" E for a distance of 88.40 to a point as shown on the GL Plan; thence

Along a curve to the right with a radius of 37.00 feet, an arc length of 35.91 feet, a chord bearing N 78° 52' 49" E, and a chord length of 34.52 feet to a point as shown on the GL Plan; thence

Again along a curve to the right with a radius of 40.13 feet, an arc length of 45.52 feet, a chord bearing S 46° 00' 41" E, and a chord length of 43.12 feet to a point as shown on the GL Plan; thence

N 73° 30' 20" E for a distance of 31.22 feet to a point, the previous eight courses bounded by the "Residential Project Area" to a point as shown on the GL Plan; thence

Southerly by land now or formerly of the Town of Wellesley along a curve to the left with a radius of 2887.43 feet, an arc length of 126.57 feet, a chord bearing S 15° 05' 31" E, and a chord length of 126.56 feet to a point as shown on the GL Plan; thence

N 73° 39' 08" E by land now or formerly of the Town of Wellesley for a distance of 2.50 feet to a point as shown on the GL Plan; thence

Southerly by land now or formerly of the Town of Wellesley along a curve to the left with a radius of 2884.93 feet, an arc length of 156.43 feet, a chord bearing S 17° 54' 04" E, and a chord length of 156.41 feet to a point on the northerly line of Washington Street as shown on the GL Plan, being the southeasterly corner of the herein described land (said point lying northwesterly along a curve with a radius of 388.07 feet an arc length of 14.21 feet from a point of tangency in the northerly line of Washington Street; said point also lying southeasterly along said curve with a radius of 388.07 feet an arc length of 2.89 feet from a drill hole in a concrete bound all as shown on the GL Plan); thence

Westerly along the northerly line of Washington Street along a curve to the left with a radius of 388.07 feet, an arc length of 232.25, a chord bearing S 74° 40' 35" W, and a chord length of 228.80 feet to the point of beginning as shown on the GL Plan.

Containing 84,052 square feet or 1.930 acres more or less according to the GL Plan.
EXHIBIT B

Wellesley Washington Street Housing LLC
Waterstone at Wellesley
27 Washington Street
Wellesley, MA 02482

Initial Maximum Monthly Rents for Low and Moderate Income Units

Rent

| One Bedroom | $1,300.00 |
| Two Bedroom | $1,462.50 |
8. **Vote Revised Fire Department Hiring Policy**

Working in collaboration with the Fire Chief, Assistant Fire Chief, Labor Counsel Jim Pender, Union President Scott Smith, Union Vice President Chris Larsen, the Executive Director, Chair and Vice Chair of the Selectmen worked to update the Fire Department’s Hiring process. The review involved multiple drafts, and several meetings to come to an agreement on the current language. In your packets is the current 2012 hiring policy, the redlined comparison of the changes from the original to the current proposed policy, and then a clean version of the draft Policy. Several sections of the policy have not been changed, but been moved to reorganize and more clearly define the hiring process. Below is a brief synopsis of the individual changes in order through the document, and identified in the comparison document:

1. Board of Selectmen should be referred to as Board of Fire Engineers.
2. Modified the term “valid” and better define the components of the examine are determined to select the best candidate.
3. Added Town’s Labor Counsel to minimizing adverse impacts.
4. Statement that the Fire Department adopts the Town of Wellesley Equal Employment Opportunity Plan. (consistent language from Police)
5. Defines the role of the Chief or Designee with regards to the Selection Team.
6. Defines the role of the Selection Team as part of screening and interviews.
7. Defines process in the event of a staff conflict of interest regarding candidates.
8. Separates Basic Selection Criteria into a new section, which are prerequisites for taking the exam. Provisions added include age and residency within 25 miles of Wellesley.
9. Test scores will not be transmitted to the Town, the Test Vendor will send only pass/fail results on candidates taking the exam, minimum test score increased to 75 from 70.
10. Candidate review for interviews – this adds a provision that the union may present during the selection process, cannot advocate, and will not retain a physical or electronic copy of the materials. Fire Chief will have the final determination for candidates receiving an interview.
11. Evaluation Criteria – Town Employee has been removed as an explicit criteria, can be used as a consideration. There is an expansion of what constitutes social and civil group participation.
12. Prior to the appointment, feedback on the interviews shall be discussed and transmitted to the Board of Fire Engineers with the selected candidate who has met basic criteria, passed the exam, been selected for an interview, passed the interview, passed the background check, and is recommended for appointment.
13. Increased level of background check given level of access to the public.

**MOTION**

**MOVE to approve the revised Fire Department Hiring Process as proposed.**
BACKGROUND:

In 1922, Wellesley's Town Meeting placed the Wellesley Fire Department under the civil service system of the Commonwealth of Massachusetts. For over 89 years, all firefighters hired by the Town of Wellesley were appointed from certified lists provided by civil service. Having determined that participating in the state system was no longer in the Town's best interests based upon the antiquated hiring and promotional process, Town Meeting voted on November 14, 2011 to remove the Fire Department from civil service. The Fire Department is currently indentified as the Wellesley Fire Rescue Department. The Fire Chief is responsible for the administration of the Fire Rescue Departments hiring policy, which includes the recruitment, testing, vetting, selection and recommendations for appointment to the position of firefighter. The Board of Fire Engineers is the appointing authority for new firefighters as recommended by the Fire Chief or his designee/s.

It is the intent of the Town, in implementing a non-civil service hiring procedure, to use selection methods that are free from manipulation and undue influence in the interests of attracting and selecting candidates as firefighters that meet the needs of the department and community. This goal can only be achieved if all those involved in the process strictly adhere to a set of standard protocols in a fair and transparent process. Accordingly no candidate shall be recommended by the Fire Chief or designee/s for appointment, or appointed by the Board of Fire Engineers, unless the candidate has been processed according to this General Order. It is expressly acknowledged that this General Order has been developed in consultation with members of the collective bargaining unit that covers Fire Rescue Department employees, and that any subsequent amendments or modifications
hereto will be implemented only after further consultation with bargaining unit representatives and approval by the Board of Selectmen.

**POLICY:**

The Wellesley Fire Rescue Department will select new firefighters according to the procedures set forth below. All Town personnel assigned to the recruitment, testing, vetting, investigation and selection of new firefighters shall commit themselves to hiring only the finest candidates, and to furthering the Department’s standards of excellence. The union representing the Fire

Rescue Department’s bargaining unit will provide a representative to observe the hiring process to ensure transparency and fairness. The union observer may ask the Fire Chief or his designees for clarification on the selection determinations. The union representative may within two business days file any concerns regarding the selection determinations in writing to the Board of Selectmen or their designee to consider and make a final determination without any additional appeal process.

All components of the selection process will be valid, have utility, and have a minimum of adverse impact on any protected classes of candidates. It will be the responsibility of the Fire Chief or designee working with human resources to minimize to the greatest extent possible any adverse impact.

The Department will strive to attract candidates from diverse backgrounds and cultures, and will acknowledge education, character and public service in the selection of new firefighters. The Fire Rescue Department will adhere to the Town of Wellesley’s Equals Opportunity Hiring Policy.

**PROCEDURE:**

The Fire Chief is responsible for the selection of new firefighters to be recommended for appointment by the Board of Fire Engineers. The Fire Chief or designee will act as the Fire Department’s Selection Coordinator and will be responsible for overseeing the entire selection process.

The Fire Chief and Deputy Fire Chief will coordinate the work of other personnel as necessary to participate in the screening process. This hiring panel will consist of Fire Officers, a human resources representative and a representative from the firefighters bargaining unit as an observer.
Elements of the Selection Process

The elements of the selection process are listed below. It will be the responsibility of the Fire Chief or designee to ensure that they are administered, evaluated and interpreted in a uniform manner.

1. The Wellesley Fire Rescue Department working with the Human Resources Department will conduct a recruiting campaign prior to the administration of an entrance examination. Information about the exam, including its date, time and location, along with information about how to apply, will be disseminated to area colleges, to the community via the media, and via the various fire chiefs and firefighter associations. The Wellesley Fire Rescue Department will select a vendor to administer an entrance examination to qualified candidates.

2. The Fire Chief will determine the need for an entrance examination and with the concurrence of the Board of Fire Engineers may schedule an exam at any time he/she feels that the applicant pool is insufficient to meet the needs of the Department. The exam fee for the entrance examination will be determined by the selected vendor and paid for by the applicant. The entrance examination may be conducted solely for the Wellesley Fire Rescue Department or when possible on a regional basis in conjunction with other communities using the same testing vendor resulting in a single exam fee for the applicants. In order to take the examination, the candidates must:
   a. Not be a convicted felon;
   b. Be at least 19, at the time of examination;
   c. Be a high school graduate or possess a General Equivalency Diploma;
   d. Have a Massachusetts Class D driver’s license or a transferable license from another state.
   e. Have the ability to obtain a Massachusetts Emergency Medical Technician (EMT) license

3. The passing grade of the examination will be 70. This grade may be adjusted downward to no lower than 60 if the Fire Chief makes a written finding that the pool of candidates with a passing score is not large enough to meet the Department’s anticipated hiring needs. The entrance exam scores will be used in a pass fail format to measure aptitude and not for ranking purposes of candidates.
4. Candidates who pass the examination may be considered for further processing. Depending on the needs of the Department from time to time, candidates will be pooled into groups to meet the needs of the department. Significant hiring consideration will be provided to those with residency as defined below, current or prior town employees and veterans. The significant consideration reflects a departmental preference only and shall not be considered as one that will automatically dictate the selection of one candidate over another, not individual entitlement. This process provides the opportunity for individuals that may have limited opportunities while civil service continues to be the primary hiring mechanism in our state. The size and composition of those groups will be determined by the Fire Chief or designee, who will take into consideration the number of vacancies to be filled using the criteria below:

   a. Residency consideration by the Town of Wellesley Fire Rescue Department selection of personnel policy. 
      "Residency" is defined as having had resided in Wellesley or attended schools in Wellesley currently or at any prior time.
   b. Current or prior employment with The Town of Wellesley.
   c. Military Service
   d. Gender and ethnicity representation
   e. Paramedic or EMT certification or enrolled in program
   f. Special language proficiency
   g. Education
   h. Prior firefighting experience
   i. Social and civic group awards and recognitions and or involvement in community activities.

5. Following the examination, a group of candidates will be selected to forward in the process and participate in an extensive application process and review. A comprehensive investigation of each candidate will be conducted by Fire and H.R. personnel. The investigation will include, at a minimum, the verification of a candidate’s qualifying credentials, a Criminal Offender Records Information (CORI) check, review of all prior arrest records, Registry of Motor Vehicles checks, an employment history check, as well as verification of the personal references of the candidate and contacting previous and or current employers.

6. An exam will be held approximately every two years or as necessary to maintain sufficient applicants for consideration.

7. A full-time firefighter from any U.S. firefighting agency with a minimum of two years full time experience in his/her agency may apply to join the Department as a lateral transfer. If accepted as a transfer candidate, the examination
requirement could be waived at the discretion of the Fire Chief, but he/she will participate in all phases of the selection process and will be evaluated relative to the other candidates. The training must be comparable to Massachusetts Fire Academy (MFA) recruit training program, or the candidate shall be required as a condition of employment to complete the MFA recruit training program.

8. A former Wellesley firefighter, who separated from the Town of Wellesley in good standing and within the previous five years, may apply for reinstatement. If accepted as a reinstatement candidate, the examination restriction will be waived, but he/she will participate in all other phases of the selection process, but may not be required to attend recruit fire academy training at the discretion of the Fire Chief.

9. A review of candidate application data will be conducted to identify a pool of qualified candidates that will move forward in the interview process. A hiring committee comprised of the Chief, Deputy Chief and such other personnel designated by the Fire Chief or designee and an observer representative from the firefighters bargaining unit will conduct the review.

10. The identified pool of candidates must submit a completed Recruit Candidate Information Form, applicant informational summary, essay, sign the acknowledgement of the Smoking Prohibition Rule; sign an Authorization for Release of Information Forms; and produce required documentation (e.g. Massachusetts driver’s license, EMT license, High School Diploma, College Degree documentation, Military record, etc.).

11. Omissions or deficiencies in the Recruit Candidate Information Form may be cause to disqualify a candidate. However, minor omissions or deficiencies on the form may be corrected prior to the interview process at the discretion of the Fire Chief or designee.

12. Candidates who fail to complete the application or produce the required documentation within the required time frame will be disqualified from the selection process.

13. No applicant will continue to the next step in the process until he/she has successfully completed the previous step.

14. An applicant who fails to pass at any step will be notified as soon as possible.

15. An oral interview will be conducted with each candidate who successfully passes the background investigation. The interview panel will consist of the Fire Chief, Deputy Chief, a representative of the Human Resources Department and
such other personnel as the Fire Chief may designate to include. The Firefighters Union will provide an observer for all aspects of the interview process.

16. The same general questions will be asked of each candidate and their responses will be rated and discussed by the interview panel.

17. A licensed physician will conduct a physical examination to determine the candidate’s ability to perform the essential functions of the job, with or without reasonable accommodation. Medical records will be maintained and secured in locked files.

18. All candidates will be required to submit to a drug and alcohol screen during the application process.

19. Prior to recommendation for appointment the selected candidates will be required to pass a PAT to confirm their ability to perform certain tasks that simulate essential functions of a firefighter. The test shall conform to the PAT administered by the Massachusetts Human Resources Division (HRD) for the position of firefighter. The test shall be administered by HRD or some other qualified agency or agencies as determined by the Fire Chief. Subsequent to appointment a candidate may also be required to complete the PAT in order to gain admission to a fire recruit academy. Any fees associated with the administration of a PAT shall be the responsibility of the candidate or prospective academy participant.

20. Upon successful completion of the entire selection process, which consists of the initial entrance exam, committee interviews, benchmark testing, pre-employment physical, drug testing and state physical abilities testing (PAT), the candidate’s name and general background will be presented to the Board of Fire Engineers with a recommendation for appointment to the position of firefighter. Final appointment authority of firefighters remains with the Board of Fire Engineers.

21. The probationary period for new firefighters is one (1) year after successful completion of the Massachusetts Fire Fighting Academy or completion of a similar program as approved by the Fire Chief. The probationary period for lateral transfers is one year from their date of hire, and for reinstatements one year from date of rehire. Completing an approved Fire Academy program and completion of EMT licensure are required conditions of employment.

22. The Fire Chief or designee will be responsible for the maintenance and security of the records and selection materials of all applicants. Access to all selection materials is restricted to authorized personnel.
records will be limited to the Fire Chief, Deputy Chief, Administrative Assistant, and Human Resources Department. Records of unsuccessful candidates will be retained in a secured area as long as required by law.

23. The Fire Chief and Deputy Fire Chief will ensure that the Department's selection process for entry-level positions complies with all current and applicable laws, rules and regulations. To accomplish this the Fire Chief and Deputy Fire Chief will:

a. Keep abreast of all changes in Massachusetts General Laws, and the policies, rules and procedures of the department.

b. Evaluate and review all elements of the selection process administered by the Fire Rescue Department for any adverse impacts with the Wellesley Human Resources Department and town labor counsel;

c. Participate in consultations with representatives of the collective bargaining unit concerning such recommendations in the hiring process.

d. Present recommendations for hiring policy modifications to the Board of Fire Engineers for approval.

Richard A. DeLorie  
Chief of Department

Deputy Chief  Deputy Fire Prevention  Fire Prevention Captain  

Group A  

Group B  

Group C  

Group D  

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GENERAL ORDER
PERSONNEL SELECTION — FIREFIGHTERS

BACKGROUND:

In 1922, Wellesley's Town Meeting placed the Wellesley Fire Department under the civil service system of the Commonwealth of Massachusetts. For over 89 years, all firefighters hired by the Town of Wellesley were appointed from certified lists provided by civil service. Having determined that participating in the state system was no longer in the Town's best interests based upon the antiquated hiring and promotional process, Town Meeting voted on November 14, 2011 to remove the Fire Department from civil service. The Fire Department is currently identified as the Wellesley Fire Rescue Department. The Fire Chief is responsible for the administration of the Fire Rescue Department's hiring policy, which includes the recruitment, testing, vetting, selection and recommendations for appointment to the position of firefighter. The Board of Fire Engineers is the appointing authority for new firefighters as recommended by the Fire Chief or his/her designee/s.

It is the intent of the Town, in implementing a non-civil service hiring procedure, to use selection methods that are free from manipulation and undue influence in the interests of attracting and selecting candidates as firefighters that meet the needs of the department and community. This goal can only be achieved if all those involved in the process strictly adhere to a set of standard protocols in a fair and transparent process. Accordingly, no candidate shall be recommended by the Fire Chief or designee/s for appointment, or appointed by the Board of Fire Engineers, unless the candidate has been processed according to this General Order. It is expressly acknowledged that this General Order has been developed in consultation with members of the collective bargaining unit that covers Fire Rescue Department employees, and that any subsequent amendments or modifications hereto will be implemented only after further consultation with bargaining unit representatives and approval by the Board of Selectmen.

POLICY:

The Wellesley Fire Rescue Department will select new firefighters according to the procedures set forth below. All Town personnel assigned to the recruitment, testing, vetting, investigation, and selection of new firefighters shall commit themselves to hiring only the finest candidates, and to furthering the Department's standards of excellence. The union representing the Fire Rescue Department's bargaining unit will provide a representative to observe the hiring process to ensure transparency and fairness. The union observer may ask the Fire Chief or his/her designee for clarification on the selection determinations. The union representative may, within two business days, file any concerns regarding the selection determinations.
determinations in writing to the Board of Selectmen or their designee to consider and make a final determination without any additional appeal process.

All components of the selection process will be designed to and shall be valid, have utility, and meaningfully followed in order to select the finest candidates as well as to have a minimum of adverse impact on any protected classes of candidates. It will be the responsibility of the Fire Chief or designee working with human resources and/or Town’s labor counsel to minimize to the greatest extent any possible adverse impact.

The Department will strive to attract candidates from diverse backgrounds and cultures, and will acknowledge education, character, and public service in the selection of new firefighters. The Fire Rescue Department will adhere to the Town of Wellesley’s Equal Opportunity Hiring Policy.

The Department adopts the Town of Wellesley’s Equal Employment Opportunity Plan. A copy of this plan is available to the public and to employees from the Town of Wellesley Human Resources Department. To facilitate Equal Employment Opportunity all department job announcements will provide a description of the duties, responsibilities, required skills, educational requirements, and any other requirement pertinent to the position being filled.

PROCEDURE:

The Fire Chief is responsible for the selection of new firefighters to be recommended for appointment by the Board of Fire Engineers. The Fire Chief or designee will act as the Fire Department’s Selection Coordinator and will be responsible for overseeing the entire selection process, choosing the Selection Team (other than the representative of the firefighters bargaining unit who shall be chosen by the President of the union), coordinating meetings and other activities of the Selection Team, and shall make the final selection of candidates to be recommended for hire.

The Fire Chief and Deputy Assistant Fire Chief will coordinate the work of other personnel as necessary to participate in the screening and interview process. The hiring panel The Screening Team will consist of Fire Officers, the Fire Chief, Assistant Fire Chief, and a human resources representative, as well as a representative from the firefighters bargaining unit as an observer. The Fire Chief may invite Fire Officers or Firefighters to participate at his discretion.

Commented [JM1]: Change Reference to Board of Fire Engineers

Commented [JM2]: Modified the term “valid” and better define the components of the examine are determined to select the best candidate.

Commented [JM3]: Added Town’s Labor Counsel to minimizing adverse impacts.

Commented [JM4]: Statement that the Fire Department adopts the Town of Wellesley Equal Employment Opportunity Plan. (consistent language from Police)

Commented [JM5]: Defines the role of the Chief or Designee with regards to the Selection Team

Commented [JM6]: Defines the role of the Selection Team as part of screening and interviews
In the event of a possible conflict of interest regarding any candidate, (including but not limited to a candidate who is a relative of or has some other connection to the Fire Chief, Assistant Fire Chief, or other member of the Selection Team that may raise a concern of favoritism), the Fire Chief, Assistant Fire Chief or other member of the Selection Team shall notify, in writing, the Chair of the Board of Fire Engineers and recuse him- or herself completely for the entire duration of that particular hiring process. In the event of the Fire Chief recusing him or herself from the process, the hiring process shall instead be overseen by the Assistant Fire Chief or other designee. The Board of Fire Engineers shall make the final determination if there is any question whether the Fire Chief should be recused from a particular hiring process. This provision applies equally to any possible conflict of interest of the Assistant Fire Chief.

Basic Selection Criteria
All candidates for employment as firefighters must meet the following basic selection criteria (qualifying credentials):

1. Not be a convicted felon;
2. Be at least 19, at the time of examination;
3. Be a high school graduate or possess a General Equivalency Diploma (GED);
4. Have a Massachusetts Class D driver’s license or a transferable license from another state;
5. Have the ability to obtain a Massachusetts Emergency Medical Technician (EMT) license;
6. Be less than the maximum age of 31 on the date of fire department examination, except for a qualified veteran who shall be no older than 35; and
7. Reside within a 25-mile radius of the Town of Wellesley.

Elements of the Selection Process

The elements of the selection process are listed below. It will be the responsibility of the Fire Chief or designee to ensure that they are administered, evaluated, and interpreted in a uniform manner.

1. The Wellesley Fire Rescue Department, with the assistance of the Human Resources Department, will conduct a recruiting campaign prior to the administration of an entrance examination. Information about the exam, including its date, time and location, along with information about how to apply, will be disseminated to area colleges, to the community via the media, and via the various

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fire chiefs and firefighter associations. The Wellesley Fire Rescue Department will select a vendor to administer an entrance examination to qualified candidates.

2. The Wellesley Fire Rescue Department will select a vendor to administer an entrance examination that meets the criteria of the National Firefighters Selection Test or equivalent to qualified candidates who meet the basic selection criteria.

3. The passing grade of the examination will be 75. The entrance exam scores will be presented to the Wellesley Fire Rescue Department in a pass/fail format and not used for ranking purposes of candidates.

4. An examination will be held approximately every two years or as necessary to maintain sufficient applicants for consideration.

2.5 The Fire Chief will determine the need for an entrance examination and with the concurrence of the Board of Fire Engineers may schedule an examination at any time he/she feels that the applicant pool is insufficient to meet the needs of the Department. The exam fee for the entrance examination will be determined by the selected vendor and paid for by the applicant. The entrance examination may be conducted solely for the Wellesley Fire Rescue Department or when possible on a regional basis in conjunction with other communities using the same testing vendor resulting in a single exam fee for the applicants. In order to take the examination, the candidates must:

6. Candidates who meet the basic selection criteria and pass the examination may proceed for further consideration and participate in an extensive application process and review. The Screening Team will conduct the initial application review to identify a pool of qualified candidates to proceed to the interview process. The union representative may be present but will not advocate for candidate(s) and will not retain a physical or electronic copy of any application documents. Following the review by the Screening Team, the Fire Chief or designee has the final determination of which candidates will proceed to the interview process. The Screening Team will evaluate candidates using the criteria below:

   a. Not be a convicted felon;
   b. Be at least 19, at the time of examination;
   c. Be a high school graduate or possess a General Equivalency Diploma;
   d. Have a Massachusetts Class D driver's license or a transferable license from another state;
   e. Have the ability to obtain a Massachusetts Emergency Medical Technician (EMT) license

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a) “Residency” is defined as having had resided in Wellesley or attended schools in Wellesley currently or at any prior time;
b) Military Service: Veteran/Reserve/National Guard;
c) Gender and ethnicity representation;
d) Paramedic or EMT certification or enrolled in program;
e) Special language proficiency;
f) Education;
g) Prior firefighting experience and/or other relevant experience and skills;
and
h) Social and civic group participation (local government, school organizations, athletic organizations, youth organizations and activities, clubs, etc.), awards, and recognitions and/or participation in ongoing community activities, particularly in Wellesley or surrounding communities.

3. The passing grade of the examination will be 70. This grade may be adjusted downward to no lower than 60 if the Fire Chief makes a written finding that the pool of candidates with a passing score is not large enough to meet the Department’s anticipated hiring needs. The entrance exam scores will be used in a pass fail format to measure aptitude and not for ranking purposes of candidates.

4.7. Candidates who pass the examination may be considered for further processing. Depending on the needs of the Department from time to time, candidates may be pooled into groups to meet the needs of the department. Significant hiring consideration will be provided to those with residency as defined above, current or prior town employees and veterans, above and military service. The significant hiring consideration reflects a departmental preference only and shall not be considered as one that will automatically dictate the selection of one candidate over another, not individual entitlement. This process provides the opportunity for individuals that may have limited opportunities while civil service continues to be the primary hiring mechanism in our state. The size and composition of those groups will be determined by the Fire Chief or designee, who will take into consideration the number of vacancies to be filled using the evaluation criteria below.

8. The identified pool of candidates must submit a completed Recruit Candidate Information Form, applicant informational summary, and essay; sign the acknowledgement of the Smoking Prohibition Rule; sign an Authorization for Release of Information Forms; and produce required documentation (e.g.,

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Massachusetts driver’s license, EMT license, high school diploma, college degree documentation, military record, etc.).

9. Misrepresentations, omissions, or deficiencies in the application and Recruit Candidate Information Form may be cause to disqualify a candidate. However, minor omissions or deficiencies on the form may be corrected prior to the interview process at the discretion of the Fire Chief or designee.

10. Candidates who fail to complete the application or produce the required documentation within the required time frame will be disqualified from the selection process.

   a. Residency consideration by the Town of Wellesley Fire Rescue Department selection of personnel policy. "Residency" is defined as having had resided in Wellesley or attended schools in Wellesley currently or at any prior time.
   b. Current or prior employment with The Town of Wellesley.
   c. Military Service
   d. Gender and ethnicity representation
   e. Paramedic or EMT certification or enrolled in program
   f. Special language proficiency
   g. Education
   h. Prior firefighting experience
   i. Social and civic group awards and recognitions and or involvement in community activities.

5. Following the examination, a group of candidates will be selected to forward the next step in the process and participate in an extensive application process and review. A comprehensive investigation of each candidate will be conducted by Fire and H.R. personnel. The investigation will include, at a minimum, the verification of a candidate’s qualifying credentials, a Criminal Offender Records Information (CORI) check, review of all prior arrest records, Registry of Motor Vehicles checks, an employment history check, as well as verification of the personal references of the candidate and contacting previous and current employers.

6. An applicant who fails to pass at any step will be notified as soon as possible.
necessary to maintain sufficient applicants for consideration.

12. A full-time firefighter from any U.S. firefighting agency with a minimum of two years of full-time experience in his/her agency may apply to join the Fire Department as a lateral transfer candidate. If accepted as a transfer lateral candidate, the written examination requirement could be waived at the discretion of the Fire Chief, but the lateral candidate will participate in all other phases of the selection process and will be evaluated relative to the other candidates. The training lateral candidate must be comparable to either (1) have successfully completed the Massachusetts Firefighting Academy (MFA) recruit training program, or comparable training program; or (2) the candidate shall be required as a condition of employment to complete the MFA recruit training program, or other appropriate training program as determined by the Fire Chief.

8. A former Wellesley firefighter, who separated from the Town of Wellesley in good standing and within the previous five years, may apply for reinstatement. If accepted as a reinstatement candidate, the examination restriction will be waived, but he/she will participate in all other phases of the selection process, except that he/she may not be required to attend recruit fire academy training at the discretion of the Fire Chief.

9. A review of candidate application data will be conducted to identify a pool of qualified candidates that will move forward in the interview process. A hiring committee comprised of the Chief, Deputy Chief and such other personnel designated by the Fire Chief or designee and an observer representative from the firefighters bargaining unit will conduct the review.

10. The identified pool of candidates must submit a completed Recruit Candidate Information Form, applicant informational summary, essay, sign the acknowledgement of the Smoking Prohibition Rule; sign an Authorization for Release of Information Forms; and produce required documentation (e.g. Massachusetts driver's license, EMT license, High School Diploma, College Degree documentation, Military record, etc.).

11. Omissions or deficiencies in the Recruit Candidate Information Form
12.1. Candidates who fail to complete the application or produce the required
documentation within the required time frame will be disqualified from the
selection process.

13. No applicant will continue to the next step in the process until he/she
has successfully completed the previous step.

14. An applicant who fails to pass at any step will be notified as soon as
possible.

15. An oral interview(s) will be conducted with each candidate who
successfully passes the background investigation. The interview panel
will consist of the Fire Chief, Deputy Chief, a To the extent possible, the
same individuals who comprised the Screening Team (i.e. personnel
designated by the Fire Chief or designee, a human resources
representative and a representative of the Human Resources
Department and

15. Such other personnel as the Fire Chief may designate to include. The Firefighters
Union will provide an observer (from the firefighters bargaining unit) shall also
be present during all aspects of interviews to maintain consistency throughout the
screening and interview process.

16. The same general questions will be asked of each candidate and their responses
will be rated noted and considered by the Fire Chief and/or Assistant Fire Chief. As
deemed appropriate by the Fire Chief or designee, additional follow-up questions
may be asked to inquire further on a prior response or particular matter. At the
conclusion of each interview, the Fire Chief and/or Assistant Fire Chief will ask
members of the Screening Team to provide their own observations/feedback which
shall be discussed by the interview panel group present.

17. After all interviews have been conducted, the Fire Chief or designee determines
the final assessment of all candidates and indicates which candidates the Fire Chief
or designee finds has the character and profile to be chosen as Wellesley
Firefighters.

18. Prior to appointment, a comprehensive investigation of each candidate will be
conducted by Fire Department administration, Wellesley Police, or Human
Resources. The investigation will include, at a minimum, the verification of a

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candidate’s qualifying credentials, a Massachusetts Criminal Offender Records Information (CORI) check, a Massachusetts Sex Offender Registry Information (SORI) check, nationwide criminal record search via fingerprint, Registry of Motor Vehicles checks, an employment and education history check, as well as verification of the personal references of the candidate and contacting previous and/or current employers.

17. Prior to appointment, a licensed physician will conduct a physical examination to determine the candidate’s ability to perform the essential functions of the job, with or without reasonable accommodation. Medical records will be maintained and secured in locked files at the Fire Department.

20. All candidates will be required to submit to a drug and alcohol screen during appointment.

21. A candidate who has successfully completed the application process and satisfied the requirements noted above may be recommended by the Fire Chief or designee for appointment to the Board of Fire Engineers. The candidate’s name, general background, findings of the Screening Team interviews, and a short-written summary will be presented to the Board of Fire Engineers with a recommendation for appointment to the position of firefighter. Final appointment authority of firefighters remains with the Board of Fire Engineers.

22. Prior to recommendation for appointment the selected candidates will be required to pass a PAT. Those candidates who have successfully completed the entire selection process and satisfied the requirements noted above, who possess the appropriate character and profile for a Wellesley Firefighter, but are not recommended by the Fire Chief or designee for appointment to the Board of Fire Engineers, shall be retained for consideration for hiring opportunities for subsequent positions that become available until the next exam is issued.

23. Any appointment by the Board of Fire Engineers will be subject to the candidate passing the physical ability test (PAT) to confirm their ability to perform certain tasks that simulate essential functions of a firefighter. The test shall conform to the PAT administered by the Massachusetts Human Resources Division (HRD) for the position of firefighter. The PAT shall be administered by HRD or a comparable test as determined by the Fire Chief. Subsequent to appointment, a candidate may also be required to complete the PAT in order to gain admission.
to a fire recruit academy. Any fees associated with the administration of a PAT shall be the responsibility of the candidate or prospective academy participant.

20.1. Upon successful completion of the entire selection process, which consists of the initial entrance exam, committee interviews, benchmark testing, pre-employment physical, drug testing and state physical abilities testing (PAT), the candidate’s name and general background will be presented to the Board of Fire Engineers with a recommendation for appointment to the position of firefighter. Final appointment authority of firefighters remains with the Board of Fire Engineer.

21.24. The probationary period for new firefighters is one (1) year after successful completion of the Massachusetts Fire Fighting Fire Academy or completion of a similar program as approved by the Fire Chief. The probationary period for lateral transfers is one year from their date of hire, and for reinstatements one year from date of rehire. Completing Completion of an approved Fire Academy fire academy program and completion of EMT licensure are required conditions of employment.

22.25. The Fire Chief or designee will be responsible for the maintenance and security of the records and selection materials of all applicants. Access to all selection records will be limited to the Fire Chief, Assistant Chief, Administrative Assistant for the Fire Department, and Selectmen’s Office/Executive Director. Records of unsuccessful candidates will be retained in a secured area for the period required by law.
records will be limited to the Fire Chief, Deputy Chief, Administrative Assistant, and Human Resources Department. Records of unsuccessful candidates will be retained in a secured area as long as required by law.

23.26. The Fire Chief and Deputy Assistant Fire Chief will ensure that the Department's selection process for entry-level positions complies with all current and applicable laws, rules, and regulations. To accomplish this the Fire Chief and Deputy Assistant Fire Chief will, as appropriate:

a. Keep abreast of all changes in Massachusetts General Laws, and the policies, rules, and procedures of the department;
b. Evaluate and review all elements of the selection process administered by the Fire Rescue Department for any adverse impacts with the Wellesley Human Resources Department and town/or Town labor counsel;
c. Participate in consultations with representatives of the collective bargaining unit concerning such recommendations in the hiring process; and
d. Present recommendations for hiring policy modifications to the Board of Fire Engineers for approval.

Richard A. DeLorie
Chief of Department
BACKGROUND:

In 1922, Wellesley’s Town Meeting placed the Wellesley Fire Department under the civil service system of the Commonwealth of Massachusetts. For over 89 years, all firefighters hired by the Town of Wellesley were appointed from certified lists provided by civil service. Having determined that participating in the state system was no longer in the Town’s best interests based upon the antiquated hiring and promotional process, Town Meeting voted on November 14, 2011 to remove the Fire Department from civil service. The Fire Department is currently identified as the Wellesley Fire Rescue Department. The Fire Chief is responsible for the administration of the Fire Rescue Department’s hiring policy, which includes the recruitment, testing, vetting, selection and recommendations for appointment to the position of firefighter. The Board of Fire Engineers is the appointing authority for new firefighters as recommended by the Fire Chief or his/her designee.

It is the intent of the Town, in implementing a non-civil service hiring procedure, to use selection methods that are free from manipulation and undue influence in the interests of attracting and selecting candidates as firefighters that meet the needs of the department and community. This goal can only be achieved if all those involved in the process strictly adhere to a set of standard protocols in a fair and transparent process. Accordingly, no candidate shall be recommended by the Fire Chief or designee for appointment, or appointed by the Board of Fire Engineers, unless the candidate has been processed according to this General Order. It is expressly acknowledged that this General Order has been developed in consultation with members of the collective bargaining unit that covers Fire Rescue Department employees, and that any subsequent amendments or modifications...
hereto will be implemented only after further consultation with bargaining unit representatives and approval by the Board of Selectmen.

**POLICY:**
The Wellesley Fire Rescue Department will select new firefighters according to the procedures set forth below. All Town personnel assigned to the recruitment, testing, vetting, investigation, and selection of new firefighters shall commit themselves to hiring only the finest candidates, and to furthering the Department’s standards of excellence. The union representing the Fire Rescue Department’s bargaining unit will provide a representative to observe the hiring process to ensure transparency and fairness. The union observer may ask the Fire Chief or his/her designee for clarification on the selection determinations. The union representative may, within two business days, file any concerns regarding the selection determinations in writing to the Board of Fire Engineers or their designee to consider and make a final determination without any additional appeal process.

All aspects of the selection process are designed to and shall be meaningfully followed in order to select the finest candidates as well as to have a minimum of adverse impact on any protected classes of candidates. It will be the responsibility of the Fire Chief or designee working with human resources and/or Town’s labor counsel to minimize any possible adverse impact.

The Department will strive to attract candidates from diverse backgrounds and cultures, and will acknowledge education, character, and public service in the selection of new firefighters.

The Department adopts the Town of Wellesley’s Equal Employment Opportunity Plan. A copy of this plan is available to the public and to employees from the Town of Wellesley Human Resources Department. To facilitate Equal Employment Opportunity all department job announcements will provide a description of the duties, responsibilities, required skills, educational requirements, and any other requirement pertinent to the position being filled.

**PROCEDURE:**
The Fire Chief is responsible for the selection of new firefighters to be recommended for appointment by the Board of Fire Engineers. The Fire Chief or designee will act as the Fire Department’s Selection Coordinator, will be responsible for overseeing the entire selection process, choosing the Selection Team (other than the representative of the firefighters bargaining unit who shall be chosen by the President of the union), coordinating meetings and other activities of the Selection Team, and shall make the final selection of candidates to be recommended for hire.
The Fire Chief and Assistant Fire Chief will coordinate the work of other personnel as necessary to participate in the screening and interview process. The Screening Team will consist of the Fire Chief, Assistant Fire Chief, and a human resources representative, as well as a representative from the firefighters bargaining unit. The Fire Chief may invite Fire Officers or Firefighters to participate at his discretion.

In the event of a possible conflict of interest regarding any candidate, (including but not limited to a candidate who is a relative of or has some other connection to the Fire Chief, Assistant Fire Chief, or other member of the Selection Team that may raise a concern of favoritism), the Fire Chief, Assistant Fire Chief or other member of the Selection Team shall notify, in writing, the Chair of the Board of Fire Engineers and recuse him- or herself completely for the entire duration of that particular hiring process. In the event of the Fire Chief recusing him or herself from the process, the hiring process shall instead be overseen by the Assistant Fire Chief or other designee. The Board of Fire Engineers shall make the final determination if there is any question whether the Fire Chief should be recused from a particular hiring process. This provision applies equally to any possible conflict of interest of the Assistant Fire Chief.

**Basic Selection Criteria**
All candidates for employment as firefighters must meet the following basic selection criteria (qualifying credentials):

1. Not be a convicted felon;
2. Be at least 19, at the time of examination;
3. Be a high school graduate or possess a General Equivalency Diploma (GED);
4. Have a Massachusetts Class D driver’s license or a transferable license from another state;
5. Have the ability to obtain a Massachusetts Emergency Medical Technician (EMT) license;
6. Be less than the maximum age of 31 on the date of fire department examination, except for a qualified veteran who shall be no older than 35; and
7. Reside within a 25-mile radius of the Town of Wellesley.

**Elements of the Selection Process**
The elements of the selection process are listed below. It will be the responsibility of the Fire Chief or designee to ensure that they are administered, evaluated, and interpreted in a uniform manner.

1. The Wellesley Fire Rescue Department, with the assistance of the Human Resources Department, will conduct a recruiting campaign prior to the administration of an entrance examination. Information about the exam, including its date, time and location, along with information about how to apply,
will be disseminated to area colleges, to the community via the media, and via the various fire chiefs and firefighter associations.

2. The Wellesley Fire Rescue Department will select a vendor to administer an entrance examination that meets the criteria of the National Firefighters Selection Test or equivalent to qualified candidates who meet the basic selection criteria.

3. The passing grade of the examination will be 75. The entrance exam scores will be presented to the Wellesley Fire Rescue Department in a pass/fail format and not used for ranking purposes of candidates.

4. An examination will be held approximately every two years or as necessary to maintain sufficient applicants for consideration.

5. The Fire Chief will determine the need for an entrance examination and with the concurrence of the Board of Fire Engineers may schedule an exam at any time he/she feels that the applicant pool is insufficient to meet the needs of the Department. The exam fee for the entrance examination will be determined by the selected vendor and paid for by the applicant. The entrance examination may be conducted solely for the Wellesley Fire Rescue Department or when possible on a regional basis in conjunction with other communities using the same testing vendor resulting in a single exam fee for the applicants.

6. Candidates who meet the basic selection criteria and pass the examination may proceed for further consideration and participate in an extensive application process and review. The Screening Team will conduct the initial application review to identify a pool of qualified candidates to proceed to the interview process. The union representative may be present but will not advocate for candidate(s) and will not retain a physical or electronic copy of any application documents. Following the review by the Screening Team, the Fire Chief or designee has the final determination of which candidates will proceed to the interview process. The Screening Team will evaluate candidates using the criteria below:

   a) Residency consideration by the Town of Wellesley Fire Rescue Department selection of personnel policy. “Residency” is defined as having had resided in Wellesley or attended schools in Wellesley currently or at any prior time;
   b) Military Service: Veteran/Reserve /National Guard;
   c) Gender and ethnicity representation;
   d) Paramedic or EMT certification or enrolled in program;
   e) Special language proficiency;
   f) Education;

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g) Prior firefighting experience and/or other relevant experience and skills; and

h) Social and civic group participation (local government, school organizations, athletic organizations, youth organizations and activities, clubs, etc.), awards, and recognitions and/or participation in ongoing community activities, particularly in Wellesley or surrounding communities.

7. Depending on the needs of the Department from time to time, candidates may be pooled into groups. Significant hiring consideration will be provided to those with residency as defined above and military service. The significant hiring consideration reflects a departmental preference only and shall not be considered as one that will automatically dictate the selection of one candidate over another. The size and composition of those groups will be determined by the Fire Chief or designee, who will take into consideration the number of vacancies to be filled using the evaluation criteria.

8. The identified pool of candidates must submit a completed Recruit Candidate Information Form applicant informational summary, and essay; sign the acknowledgement of the Smoking Prohibition Rule; sign an Authorization for Release of Information Forms; and produce required documentation (e.g. Massachusetts driver’s license, EMT license, high school diploma, college degree documentation, military record, etc.).

9. Misrepresentations, omissions, or deficiencies in the application and Recruit Candidate Information Form may be cause to disqualify a candidate. However, minor omissions or deficiencies on the form may be corrected prior to the interview process at the discretion of the Fire Chief or designee.

10. Candidates who fail to complete the application or produce the required documentation within the required time frame will be disqualified from the selection process.

11. No applicant will continue to the next step in the process until the applicant has successfully completed the previous step.

12. An applicant who fails to pass at any step will be notified as soon as possible.

13. A full-time firefighter from any U.S. firefighting agency with a minimum of two years of full-time experience in his/her agency may apply to the Fire Department as a lateral candidate. If accepted as a lateral candidate, the written examination requirement may be waived at the discretion of the Fire Chief, but the lateral candidate will participate in all other phases of the selection process and will be evaluated relative to the other candidates. The lateral candidate must
either (1) have successfully completed the Massachusetts Firefighting Academy (MFA) recruit training program or comparable training program; or (2) the candidate shall be required as a condition of employment to complete the MFA recruit training program or other appropriate training program as determined by the Fire Chief.

14. A former Wellesley firefighter, who separated from the Town of Wellesley in good standing and within the previous five years, may apply for reinstatement. If accepted as a reinstatement candidate, the examination restriction will be waived, but he/she will participate in all other phases of the selection process, except that he/she may not be required to attend recruit fire academy training at the discretion of the Fire Chief.

15. One or more rounds of oral interview(s) will be conducted with each candidate who successfully passes the background investigation. To the extent possible, the same individuals who comprised the Screening Team (i.e. personnel designated by the Fire Chief or designee, a human resources representative and a representative from the firefighters bargaining unit) shall also be present during all interviews to maintain consistency throughout the screening and interview process.

16. The same general questions will be asked of each candidate and their responses will be noted and considered by the Fire Chief and/or Assistant Fire Chief. As deemed appropriate by the Fire Chief or designee, additional follow-up questions may be asked to inquire further on a prior response or particular matter. At the conclusion of each interview, the Fire Chief and/or Assistant Fire Chief will ask members of the Screening Team to provide their own observations/feedback which shall be discussed by the group present.

17. After all interviews have been conducted, the Fire Chief or designee determines the final assessment of all candidates and indicates which candidates the Fire Chief or designee finds has the character and profile to be chosen as Wellesley Firefighters.

18. Prior to appointment, a comprehensive investigation of each candidate will be conducted by Fire Department administration, Wellesley Police, or Human Resources. The investigation will include, at a minimum, the verification of a candidate’s qualifying credentials, a Massachusetts Criminal Offender Records Information (CORI) check, a Massachusetts Sex Offender Registry Information (SORI) check, nationwide criminal record search via fingerprint, Registry of Motor Vehicles checks, an employment and education history check, as well as verification of the personal references of the candidate and contacting previous and/or current employers.
19. Prior to appointment, a licensed physician will conduct a physical examination to determine the candidate’s ability to perform the essential functions of the job, with or without reasonable accommodation. Medical records will be maintained and secured in locked files at the Fire Department.

20. All candidates will be required to submit to a drug and alcohol screen prior to appointment.

21. A candidate who has successfully completed the entire selection process and satisfied the requirements noted above may be recommended by the Fire Chief or designee for appointment to the Board of Fire Engineers. The candidate’s name, general background, findings of the Screening Team interviews, and a short-written summary will be presented to the Board of Fire Engineers with a recommendation for appointment to the position of firefighter. Final appointment authority of firefighters remains with the Board of Fire Engineers.

22. Those candidates who have successfully completed the entire selection process and satisfied the requirements noted above, who possess the appropriate character and profile for a Wellesley Firefighter, but are not recommended by the Fire Chief or designee for appointment to the Board of Fire Engineers, shall be retained for consideration for hiring opportunities for subsequent positions that become available until the next exam is issued.

23. Any appointment by the Board of Fire Engineers will be subject to the candidate passing the physical ability test (PAT) to confirm their ability to perform certain tasks that simulate essential functions of a firefighter. The test shall conform to the PAT administered by the Massachusetts Human Resources Division (HRD) for the position of firefighter or a comparable test as determined by the Fire Chief. The PAT shall be administered by HRD, some other qualified agency, or private entity as determined by the Fire Chief. Subsequent to appointment, a candidate may also be required to complete the PAT to gain admission to a fire recruit academy. Any fees associated with the administration of a PAT shall be the responsibility of the candidate or prospective academy participant.

24. The probationary period for new firefighters is one (1) year after successful completion of the Massachusetts Firefighting Academy or completion of a similar program as approved by the Fire Chief. The probationary period for lateral hires is one year from their date of hire, and for reinstatements one year from date of rehire. Completion of an approved fire academy program and completion of EMT licensure are required conditions of employment.

25. The Fire Chief or designee will be responsible for the maintenance and security of the records and selection materials of all applicants. Access to all selection materials shall be controlled by the Fire Chief.
records will be limited to the Fire Chief, Assistant Chief, Administrative Assistant for the Fire Department, and Selectmen’s Office/Executive Director. Records of unsuccessful candidates will be retained in a secured area for the period required by law.

26. The Fire Chief and Assistant Fire Chief will ensure that the Department’s selection process for entry-level positions complies with all current and applicable laws, rules, and regulations. To accomplish this the Fire Chief and Assistant Fire Chief will, as appropriate:

   a. Keep abreast of all changes in Massachusetts General Laws, and the policies, rules, and procedures of the department;
   b. Evaluate and review all elements of the selection process administered by the Fire Rescue Department for any adverse impacts with the Wellesley Human Resources Department and/or Town labor counsel;
   c. Participate in consultations with representatives of the collective bargaining unit concerning such recommendations in the hiring process; and
   d. Present recommendations for hiring policy modifications to the Board of Fire Engineers for approval.

Richard A. DeLorie
Chief of Department

Deputy Chief______ Deputy Fire Prevention ______ Fire Prevention Captain ______

Group A

Captain

Lieutenant

Group B

Group C

Group D

G.O. ####-##
9. **Approve 2019 Board/Committee Appointments**

In your packets you will find the appointment spreadsheet. For your consideration I have highlighted the remaining appointments with staff recommendations:

**Council on Aging:** Currently have 1 vacancy, and 1 expiring appointment. There has been considerable interest in the COA and at least 6 residents have shown interest in filling open seats. Kathleen Vogel, the expiring appointment has shown interest in continuing her position.

**Staff Recommendation:** Appoint Kathleen to new term 3 year term, hold open vacant seat until interviews and vetting has been completed on the numerous applicants for the vacant seat.

**Cultural Council:** Currently has 1 expiring appointment, 2 vacancies. This board operates with a minimum of 5 members with a maximum of 22 members. In reaching out to the Chair, she is satisfied with the current number of members.

**Staff Recommendation:** Reappoint Vita Weir, the expiring appointment for 3 years and eliminate two vacant spots.

**Historic District Commission:** Currently has 2 expiring appointments. Both have indicated a desire to continue serving on the HDC.

**Staff Recommendation:** Reappoint Edwina McCarthy and Emily Matin to 3 year terms.

**Historical Commission:** Currently has 3 expiring appointments and 1 vacancy. There has been considerable interest in the HC and at least 4-6 residents have shown interest.

**Staff Recommendation:** Hold all Historical Commission appointments to continue vetting.

**Kepes Panel:** All members renewed on an annual basis.

**Staff Recommendation:** Reappoint all members for 1 year.

**MLP:** Currently has 1 expiring appointment.

**Staff Recommendation:** Hold to verify continued interest in service.

**SEC:** Currently has 1 expiring appointment for the Selectmen appointee.

**Staff Recommendation:** Appoint Lise Olney to a 3 year term.

**Veterans’ Grave Officer:** Appointment is renewed annually. Joe Oliveri would like to continue to serve.

**Staff Recommendation:** Appoint Joe Oliveri to a 1 year term.

**Wellesley Constables** – Reappoint to 1 year term.
**WHDC:** Currently has 2 expiring terms and 1 vacancy. Expiring members would like to continue to serve. Staff has received a citizen inquiry for the vacant position, but the applicant has yet to be vetted.

**Staff Recommendation:** Reappoint Bob Kenney and Robert Goldkamp for 3 year terms, hold open vacant seat until interviews and vetting has been completed.

**Youth Commission:** Currently has 1 vacancy and 2 expiring terms. The 2 expiring terms have indicated they do not want to continue.

**Staff Recommendation:** Hold to determine next steps.

**Zoning Board of Appeals:** Currently has 2 expiring terms. Both members have indicated they would like to continue to serve.

**Staff Recommendation:** Reappoint Derek Redgate and Walter Adams to 3 year terms as ZBA Associate Members.
<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
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<td>Marjorie R. Freiman</td>
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<td>Elizabeth Sullivan Woods</td>
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<td>appt ends 6/30/19 does not wish to be reappointed - now vacant</td>
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</tr>
<tr>
<td>Lisa Heyison</td>
<td>6/30/2020</td>
<td>3-year</td>
<td></td>
</tr>
<tr>
<td>Penelope Lawrence</td>
<td>6/30/2020</td>
<td>3-year</td>
<td>Prior Associate Member</td>
</tr>
<tr>
<td>Frank Pinto</td>
<td>6/30/2020</td>
<td>3-year</td>
<td></td>
</tr>
<tr>
<td>COUNCIL ON AGING</td>
<td></td>
<td></td>
<td>Eleven Member Board, three year terms</td>
</tr>
<tr>
<td>Diane Campbell</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Thomas Kealy</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Susan Rosefsky</td>
<td>6/30/2022</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Barbara Offenhartz</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Dianne Sullivan</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Marlene Allen</td>
<td>6/30/2022</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Nora Tracy Phillips</td>
<td>6/30/2021</td>
<td>1st 3 year</td>
<td>per Mass Cultural Council are 3 years, with possibility of</td>
</tr>
<tr>
<td>Andrea Kaiser</td>
<td>6/30/2021</td>
<td>1st 3 year</td>
<td>a 2nd term not to exceed 6 years</td>
</tr>
<tr>
<td>Mary Anne Ulian</td>
<td>6/30/2021</td>
<td>1st 3 year</td>
<td></td>
</tr>
<tr>
<td>Laurie Ohlms</td>
<td>6/30/2021</td>
<td>1st 3 year</td>
<td></td>
</tr>
<tr>
<td>Joyce Wadlington</td>
<td>6/30/2021</td>
<td>1st 3 year</td>
<td></td>
</tr>
<tr>
<td>Maura A. Murphy</td>
<td>6/30/2021</td>
<td>2nd 3 year</td>
<td>final term</td>
</tr>
<tr>
<td>Vivian Baguer Holland, Chair</td>
<td>6/30/2021</td>
<td>2nd 3 year</td>
<td>final term</td>
</tr>
<tr>
<td>Carole Hughes</td>
<td>6/30/2021</td>
<td>2nd 3 year</td>
<td>final term</td>
</tr>
<tr>
<td>Michael Scholli</td>
<td>6/30/2021</td>
<td>2nd 3 year</td>
<td>final term</td>
</tr>
<tr>
<td>Arlene Schultz</td>
<td>6/30/2021</td>
<td>2nd 3 year</td>
<td>final term</td>
</tr>
<tr>
<td>Vita L. Weir</td>
<td>6/30/2019</td>
<td>1st 3 year</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Vacant</td>
<td>Vacant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ELECTION OFFICERS**

Get from Town Clerk - See Attached list

**ETHICS LIAISON**

Meghan C. Jop

no term

recommended- State Ethics Commission requires a senior level employee be appointed as liaison

**EXECUTIVE DIRECTOR**

Meghan C. Jop

6/30/2021

3 year

**FINANCE DIRECTOR/TOWN ACCOUNTANT**

Sheryl Strother

6/30/2022

3 year

appointment/contract

**ADA/HANDICAPPED COORDINATOR**

Joseph Murray/Facilities Main. Dept

6/30/2020

1 year

**HISTORIC DISTRICT COMMISSION**

Seven Members for three year terms

M. Edwina McCarthy

6/30/2019

3 year

David B. Smith

6/30/2021

3 year

Eric Cohen

6/30/2021

3 year

Lisa Abeles

6/30/2021

3 year

Emily Matin

6/30/2019

3 year

Amy Griffin

6/30/2020

3 year

Thomas Paine

6/30/2022

3 year

**HISTORICAL COMMISSION**

Seven Members

Vicki Schauffler

6/30/2020

3 year

Lawrence Mc Nally

6/30/2021

3 year

Rise Shepsle

6/30/2021

3 year

Grant Brown-Chair

6/30/2019

3 year

Vacant

6/30/2021

3 year

Neal Goins

6/30/2019

2 year

Jacob Lilley

6/30/2020

3 year

**Alternate Members**

Vin Loccisano

6/30/2021

3 year
<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Rachette</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Peter Fergusson</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Emily Maitin</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Robert Carley</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Elizabeth Shlala</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Michael Greco</td>
<td>6/30/2019</td>
<td>completing term of Joel Slocum</td>
<td></td>
</tr>
</tbody>
</table>

**KEPES PANEL COMMITTEE**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert H. Murphy</td>
<td>6/30/2019</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>George Roman</td>
<td>6/30/2019</td>
<td>1 year</td>
<td><a href="mailto:georgroman@aol.com">georgroman@aol.com</a></td>
</tr>
<tr>
<td>Salvatore Defazio, III</td>
<td>6/30/2019</td>
<td>1 year</td>
<td><a href="mailto:tory@windsorpressonline.com">tory@windsorpressonline.com</a></td>
</tr>
<tr>
<td>Dante R. DeGruttola</td>
<td>6/30/2019</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Joel B. Slocum</td>
<td>6/30/2019</td>
<td>1 year</td>
<td><a href="mailto:sjoel3@verizon.net">sjoel3@verizon.net</a></td>
</tr>
<tr>
<td>Sylvia Hahn-Griffiths</td>
<td>6/30/2019</td>
<td>1 year</td>
<td><a href="mailto:sylviatina@hotmail.com">sylviatina@hotmail.com</a>; 64 Abbott Road 02481; 781-772-1535</td>
</tr>
</tbody>
</table>

**LABOR COUNSEL**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morgan, Brown and Joy, LLP</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Jim Pender, Esq. represents M B &amp; J</td>
</tr>
</tbody>
</table>

**MUNICIPAL LIGHT BOARD**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Criswell</td>
<td>6/30/2020</td>
<td>3 year</td>
<td>The MLP Board is comprises of 3 members of the DPW</td>
</tr>
<tr>
<td>Jack Stewart</td>
<td>6/30/2019</td>
<td>3 year</td>
<td>Board &amp; 2 members appointed by the BOS</td>
</tr>
<tr>
<td>Paul Criswell is filling the vacancy with the resignation of K. Gibson</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MWRA ADVISORY COMMITTEE**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Shaughnessy</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Annual Appt to coincide with the term of the Chairman of the BOS</td>
</tr>
<tr>
<td>Mr. Shaughnessy is an employee of the Water &amp; Sewer Dept./DPW</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PARKING CLERK**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathryn Rumsey</td>
<td>1/8/2019</td>
<td>temporary</td>
<td>Temporary appointment until a permanent replacement is found</td>
</tr>
</tbody>
</table>

**PARKING METER ATTENDANTS**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Schultz</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Richard Swinimer</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Larry Hunt</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Frank Griggs</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Richard Dami</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>POLICE DEPARTMENT APPOINTMENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POLICE CHIEF</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief, Jack Pilecki</td>
<td>6/30/2020</td>
<td>3 year</td>
<td>By virtue of his position the Chief is also the keeper of the Keepers of the Lock-Up - Chief lockup.</td>
</tr>
<tr>
<td>Keeper of the Lock-Up - Chief</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Scott Whittemore - Deputy Chief</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Deputy Police Chief - 1 Year Contract</td>
</tr>
<tr>
<td><strong>SCHOOL CROSSING GUARDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tina Abrams</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Barbara Ardine</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Amelia Bortolotti</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Susan Cartwright</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Judie Johnson</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Brenda Schofield</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Bruce Erne</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Rene Spencer</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Lisa Verner</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Donna Tosti</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Lucia Grignaffini</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td><strong>SPECIAL POLICE OFFICERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard Weaver</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Retired Wellesley Police Officers who volunteer their time at events as the Marathon and parade and fireworks. Also available to work private details as needed.</td>
</tr>
<tr>
<td>Terrence O’Connor</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>James Amalfi</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td><strong>PERMANENT SPECIAL POLICE OFFICERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Yeagle</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>This category refers to volunteers to augment the PD. They work the marathon, parade, fireworks and private details when regular officers are unavailable.</td>
</tr>
<tr>
<td>Alex Lukianov</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Charles Lawry</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Jack London</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Michael Burke</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Mike MacDonald</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td><strong>CAMPUS SPECIAL POLICE OFFICERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erin Carcia</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>This category incl. campus police depts (currently Babson), officers sworn in as specials. Officers have special state police powers. Assist WPD with MV accidents, alarms &amp; the maraton. Are eligible to work private details.</td>
</tr>
<tr>
<td>Kevin Carrigan</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Kyle Kekic</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Jennifer Lazar</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Wilson Mac</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Anthony Marks</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>James McNiff</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Joseph O'Leary</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>James Pollard</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>David Pope</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Steven Pope</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Kevin Richardson</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Steven J. Sullivan</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Javier Valdivieso</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Christine Verdolini</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Andrew Walker</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Giovanni Torres</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>David Johansson</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Frederick Winslow</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
</tbody>
</table>

**PUBLIC WEIGHERS - POLICE**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer Christopher Cunningharn</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Appt requested due to Officer Cunningham's assignment for commercial vehicle enforcement</td>
</tr>
</tbody>
</table>

**PUBLIC WEIGHERS - DPW**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Manzolini - Superintendent RDF</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Renew per DPW for one year. The Weighers are resp. to weights of all loads to/from the RDF. Information used to generate invoices to contractors dropping off material &amp; vendors paying for RDF materials.</td>
</tr>
<tr>
<td>James Adamakis</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Philip Barton</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Christopher Brooks</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Arthur Caferelli</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Peter Maloon</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Kathy Roderick</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Shawn Vann</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Nicholas Wozniak</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Tyler Greene</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Manuel Rodrigues</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Morgan Orme</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td>Owen Johansen</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
</tbody>
</table>

**CHIEF ENGINEER OF THE FIRE DEPT.**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Present Term Expires</th>
<th>Length of Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard DeLorie, Fire Chief</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Appointment to: Fire Warden &amp; Director of Emergency Management</td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Jeff Peterson</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Assistant Fire Chief - 1 Year contract</td>
</tr>
<tr>
<td><strong>REGISTRAR OF VOTERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jane Kettendorff (Republican)</td>
<td>4/30/2020</td>
<td>3 year</td>
<td>Town Clerk obtains candidates from the Town Committees</td>
</tr>
<tr>
<td>George P D Porter (Republican)</td>
<td>4/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Mary C. Sullivan (Democrat)</td>
<td>4/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td><strong>RETIREMENT BOARD</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Kornwitz</td>
<td>6/30/2020</td>
<td>3 year</td>
<td>One member appointed by Selectmen</td>
</tr>
<tr>
<td><strong>SCHOOL BUILDING COMMITTEE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sharon Gray, Chair</td>
<td></td>
<td></td>
<td>Committee has indefinite term limits</td>
</tr>
<tr>
<td>Jane Andrews</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charlene Cook (non-voting member)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jeffery Dees (non-voting member)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virgina Ferko</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve Gagosian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joubin Hassanein</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryan Hutchins</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meghan Jop</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matt King</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Lussier</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cynthia Mahr (non-voting member)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellen Quirk (non-voting member)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heather Sawitsky</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jose Soliva</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thomas Ulfelder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marjorie Freiman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SEALER OF WEIGHTS &amp; MEASURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Walsh</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td><strong>SUSTAINABILITY ENERGY COMMITTEE</strong></td>
<td></td>
<td></td>
<td>Seven Members, Five Members appointed by BOS</td>
</tr>
<tr>
<td>Sue Morris</td>
<td>6/30/2020</td>
<td>3 year</td>
<td>filling Ellen Korpil's term</td>
</tr>
<tr>
<td>Laura Olton</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Thomas Ulfelder</td>
<td>6/30/2019</td>
<td>2 year</td>
<td></td>
</tr>
<tr>
<td>Richard Lee</td>
<td>6/30/2021</td>
<td>3 year</td>
<td>filling Robert Lampaa’s term</td>
</tr>
<tr>
<td>Fred Bunger</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td><strong>TOWN COUNSEL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thomas J. Harrington, Esq.</td>
<td>6/30/2020</td>
<td>1 year</td>
<td>Miyares and Harrington, LLP</td>
</tr>
<tr>
<td><strong>TREASURER/COLLECTOR</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marc V. Waldman</td>
<td>6/30/2021</td>
<td>3 year</td>
<td>Appointed by Finance Director by Bylaw</td>
</tr>
<tr>
<td><strong>VETERANS ADVISORY BOARD</strong></td>
<td></td>
<td></td>
<td>Five members, three year terms</td>
</tr>
<tr>
<td><strong>VETERANS’ GRAVES OFFICER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joe Oliveri</td>
<td>6/30/2019</td>
<td>1 year</td>
<td>Must be a veteran and a resident</td>
</tr>
<tr>
<td><strong>VETERANS’ SERVICES DIRECTOR</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sarada Kalpee</td>
<td>6/30/2020</td>
<td>1 year</td>
<td></td>
</tr>
<tr>
<td><strong>WELLESLEY CONSTABLES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Philip M. Juliani</td>
<td>6/30/2019</td>
<td>1 year</td>
<td>5 Sylvester Terrace, Wellesley 02481</td>
</tr>
<tr>
<td>Kevin F. Flynn</td>
<td>6/30/2019</td>
<td>1 year</td>
<td>Interstate Investigation Agency, 6 Summer St, Natick MA</td>
</tr>
<tr>
<td><strong>WELLESLEY HOUSING DEVELOPMENT CORP.</strong></td>
<td></td>
<td></td>
<td>Five Members for staggered three year terms.,</td>
</tr>
<tr>
<td>Robert E. Kenney</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Timothy J. Barrett</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Robert A. Goldkamp</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Dona M. Kemp</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td><strong>YOUTH COMMISSION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leslie Robertson</td>
<td>6/30/2019</td>
<td>3 year</td>
<td>Five Members per ATM bylaw change 2018</td>
</tr>
<tr>
<td>Beth Falk</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Chris Cavallerano</td>
<td>6/30/2021</td>
<td>3 year</td>
<td>email sent 4/26/19 - Leslie &amp; Beth most likely do not want to be reappointed</td>
</tr>
<tr>
<td>Appointee</td>
<td>Present Term Expires</td>
<td>Length of Term</td>
<td>Notes</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>Vacant - Pam Cozza resigned</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Liz Licata</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Officer Evan Rosenberg, Police Dept.</td>
<td></td>
<td></td>
<td>Not a resident so can’t be a member, supports Comm as Youth Officer</td>
</tr>
<tr>
<td><strong>ZONING BOARD OF APPEALS</strong></td>
<td></td>
<td></td>
<td>3 Members, 3 year tems; 2 of 6 total members turn over each year</td>
</tr>
<tr>
<td>J. Randolph Becker</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Richard Seegel</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>David G. Sheffield</td>
<td>6/30/2021</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td><strong>ZBA, ASSOCIATE MEMBERS</strong></td>
<td></td>
<td></td>
<td>Same number of members as ZBA, 3 year terms</td>
</tr>
<tr>
<td>Walter B. Adams</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Robert W. Levy</td>
<td>6/30/2020</td>
<td>3 year</td>
<td></td>
</tr>
<tr>
<td>Derek B. Redgate</td>
<td>6/30/2019</td>
<td>3 year</td>
<td></td>
</tr>
</tbody>
</table>
Volunteer Form

Town of Wellesley Volunteer Form

Wellesley’s Town Government relies heavily on volunteers --- those who are recruited, those who are recommended, and those who offer their own services. The appointment of members to various special committees and boards is the responsibility of the Town Moderator and several elected boards. This form will help those making appointments identify individuals who are willing to serve. Besides the committees listed below, there are numerous other opportunities and this form will help in making appointments to those as well.

For information on the activities and responsibilities of various boards and committees look at the Town’s website (www.wellesleyma.gov), or contact a member of a board or committee in which you are interested. For additional information look at the Town Report, available at the Town’s website, the Town Clerk’s office, and the Wellesley Free Library.

<table>
<thead>
<tr>
<th>Name</th>
<th>Jennifer Rixon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address</td>
<td><a href="mailto:jennifer.rixon@gmail.com">jennifer.rixon@gmail.com</a></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Wellesley</td>
</tr>
<tr>
<td>State</td>
<td>MA</td>
</tr>
<tr>
<td>Zip Code</td>
<td>02482</td>
</tr>
<tr>
<td>Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Work Phone Number</td>
<td></td>
</tr>
<tr>
<td>Committees of Interest</td>
<td>Celebrations Committee, Council on Aging, Wetlands Protection Committee, Youth Commission</td>
</tr>
<tr>
<td>Background/Experience</td>
<td>I have lived in Wellesley for 15 years. I have worked at the Wellesley Free Library in the Circulation Department as a</td>
</tr>
</tbody>
</table>
Library Assistant for over 10 years. I am an organized, detail-oriented professional. I have excellent communication and interpersonal skills. I am dependable and efficient worker with solid computer skills and an enthusiasm for outstanding customer service. At the library, I have worked on several committees, including our Green Team and Tech Team. I also worked on our intranet committee, which created our web-based staff portal. I help out at our Open Labs, where I provide one-on-one tech assistance to patrons, particularly retired people. I also do community outreach for the library at events like the Repair Cafe run by the Rotary Club and Sustainable Wellesley. I am also treasurer of the Wellesley Free Library Staff Association. I have a positive attitude, exceptional organization skills and adaptability, and a track record of using tact when handling irate customers. I am currently pursuing my Bachelors degree in Library Sciences. I have competed courses at MassBay Community College in Accounting and Business Management. I have knowledge of Windows and Mac, mobile technology including iPads and tablets, Word, Excel, PowerPoint, Access, internet-based email, and social media.

<table>
<thead>
<tr>
<th>Local Government Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have worked in the Wellesley Free Library for 10 years, and have been treasurer of the WFLSA for the last 2 years. I have come to know this community very well. Part of our job at the library is to understand the community, to create programs and services tailored to the wants and needs of its residents. I have not actively participated in local government, but I like to keep abreast of the events and issues that impact this community.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Particular area of interest, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>As an officer of the WFLSA, I particularly enjoy planning staff events, like our staff appreciation luncheons. I enjoy walking, swimming, reading, and cross-stitch. I am an introvert and yet a people person, and part of what I love about my job is getting to know the diverse people of this community.</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser](#).
APPLICATION FOR VOLUNTEER SERVICES
TO BOARDS/COMMITTEES

Holly Grace
Name

May 20, 2019
Date

Address

Phone

Email Address

What Board/Committee are you applying for? Wellesley Housing Development Corporation

How long have you lived in Wellesley? 2.5 years

Are you a registered voter? yes

Are you serving on any other Town Committees? not currently

Why are you seeking appointment? to help my community achieve its housing goals

Please List any education, experience, knowledge, skills/training or special interests you may have that will assist this Board/Committee:

20 years of real estate development experience, including 10 years working to create affordable and mixed income housing with a regional non-profit organization.

Applicant Signature: 

Please submit your application, with a resume if available, to the Selectmen’s Office.
PROFESSIONAL EXPERIENCE

B’nai B’rith Housing New England, Brighton, MA
Regional non-profit dedicated to producing affordable housing to alleviate the housing crisis in the Boston area.

Senior Project Manager
Responsible for all aspects of real estate development including feasibility, permitting, design, financing and development for variety of housing development projects.

- 33Comm in Newton: Managed condo sales of 57 unit mixed income home ownership project with 25% affordable.
- The Coolidge at Sudbury: 64 units of 100% affordable senior housing financed using low income tax credit program, soft debt, HOME, and local sources.
- The Coolidge at Sudbury Phase 2: Permitted & closed financing of 56 units of 100% affordable senior housing – currently under construction.
- Senior Residences at The Machon: Permitted 38 units of 100% affordable senior housing. Awaiting funding.

Jones Lang LaSalle, Boston, MA
International full-service real estate company.

Project Manager
Managed teams for permitting, design and development. Performed research for consultancy exercises and investigated feasibility of development parcels.

- Managed day-to-day operations of $40 million mixed-use luxury condominium / retail project.
- Coordinated construction loan closing, preconstruction and requisitions of $200 million downtown Boston mixed-use condo / hotel / retail tower development.
- Performed extensive Housing, Transportation & Parking Strategy Study for a downtown hospital.

Dartmouth College Real Estate Office, Hanover, NH
Department that manages & develops the college’s non-academic real estate holdings, including faculty and graduate student rental housing, commercial properties, and other real estate assets owned through the College endowment.

Assistant Project Manager

- Coordinated all aspects of real estate planning & development.
- Projects included rental housing for 111 graduate students, a mixed-use downtown development, and a 250+ unit housing & recreational development.

FPD Savills, London, England
UK real estate services firm with commercial, retail, and residential brokerage, research & consultancy.

Temporary GIS Mapping Analyst
Served in an interim position while on a short-term visa.

Spaulding & Sye Colliers, Washington, DC
A full-service commercial real estate company with offices in Boston & DC (acquired by Jones Lang LaSalle in January 2006).

Research Analyst & Associate
Analyzed current and historical leasing information, rental rates, construction activity, and market statistics for the 96 million square foot Metro DC office market. Managed extensive property database that included ownership and lease information.

EDUCATION

University of Pennsylvania, School of Design, Philadelphia, PA

Williams College, Williamstown, MA
Bachelor of Arts in History. Cum Laude, June 1997.

OTHER INFORMATION

- Williams College Class of 1997 Alumni Class Agent, 2002-present.
- Former Associate Member, City of Lebanon, NH Zoning Board
APPLICATION FOR VOLUNTEER SERVICES
TO BOARDS/COMMITTEES

Michael Ryan
Name

6/14/2019
Date

Address

Phone

What Board/Committee are you applying for?
Wellesley Historical Commission

How long have you lived in Wellesley?
2 years

Are you a registered voter?
Yes

Are you serving on any other Town Committees?
No

Why are you seeking appointment?
I am interested in being more active in our town.

There was a call for volunteers for committee positions, so I thought it was a great opportunity.

Please List any education, experience, knowledge, skills/training or special interests you may have that will assist this Board/Committee:

I was a history major at Williams College, class of 2011. Concentration in classical and medieval history.

I started a free walking tour company in Malmö, Sweden offering an in-depth look into the history, culture, and architecture of Sweden's third largest city. I am very interested in the preservation of our town's history.

Applicant Signature: 

Please submit your application, with a resume if available, to the Selectmen's Office.
EXPERIENCE

Dana-Farber Cancer Institute
Development Officer, Annual Giving
Boston, MA
Dec. 2016 - Present
- Currently manage a portfolio of over 400 Annual Giving and Jimmy Fund donors of with the capacity to give $500 or more to Dana-Farber through general and event specific giving. Secured over $400,000 in revenue with over $100,000 new revenue.
- Developed processes for identifying, qualifying, assigning, stewarding and personally soliciting donors.
- Collaborated with other departments as necessary to manage donor crossover. Responsible for securing multiple new DFLC and DFS members, secured a $2,000,000 bequest and a corporate naming opportunity for $37,500.
- Participated and volunteered as needed in Development and Jimmy Fund team efforts and events.
- Ensured fundraising data integrity and effective revenue and pipeline reporting.

Malmö Walking Tours (Guided Historical and Cultural Tour Company)
Founder, Tour Guide
Malmö, Sweden
- Founder of free walking tour company based in Malmö, Sweden.
- Created company website, and manage tour bookings, guide schedule, and tour guide recruitment.
- Developed multifaceted marketing program across various consumer touch points. i.e.: local hotels, businesses, private organizations and online platforms: Google AdWords, TripAdvisor.
- Designed marketing materials, flyers, brochures, and manage database for tracking progress and finances.
- Conduct research on city, history, and culture to create information packet and tour plan for tour guides.
- Guide tourists on a two-hour walking tour to explore the history and culture of Malmö, Sweden.

City Year (Non-Profit Education Based Organization)
Corporate Partnerships Coordinator
Boston, MA
April 2014 – July 2015
- Managed all donors $25,000 and below; responsible for managing partner communication, developing / expanding relationships, and ensuring fulfillment of payments. Responsible for securing $50,000 in new corporate sponsorships.
- Managed data integrity for corporate team in Salesforce CRM, assist with complications and determine best practices for use.
- Developed internal dashboards and reporting metrics; built up corporate team pipeline databases.
- Managed all corporate team meetings and engagement events.
- Conducted research on prospective and current corporate donors using both public and subscription services.
- Ensured fundraising data integrity and effective revenue and pipeline reporting.

City Year (Non-Profit Education Based Organization)
Development Operations Coordinator
Boston, MA
Nov. 2012 - May 2014
- Provided administrative and logistical support to the development team, for large development events, meetings and stewardship projects. Assisted with management of annual specialty market fundraising events.
- Assisted with transition from Raiser’s Edge Database to Salesforce CRM; Maintained Salesforce data integrity.
- Independently supported event registration activities and lead others to provide attendees with excellent service at events.
- Conducted research on prospective and current donors using both public and subscription services.
- Partnered with the program department point-person to oversee the in-kind donation process.
- Oversaw stewardship responsibilities, including donor acknowledgment processes.

Metrolacrosse (Non-Profit Lacrosse Based Youth Development Organization)
Assistant Program Manager, Coach Across America AmeriCorps Volunteer
Boston, MA
- Implemented new customer relationship management program (Salesforce).
- Organized program events (Morgan’s Day, Weston Jamboree, and MetroCup) and ran after-school enrichment programming.
- Performed administrative duties, data management, annual campaign mailings, player recruitment, and communications.
- General manager for Chelsea site; managed the logistics and the development of lacrosse and life skills for over fifty youth.

EDUCATION

Williams College
Bachelor of Arts in History
Williamstown, MA
2007 - 2011
- Course work: History, Classics (Ancient Greece & Rome), Philosophy, Psychology, Statistics
- On-campus leadership roles: Junior Advisor, Woolf Leader, Varsity Lacrosse, Rock Climbing Instructor

Delebaron High School
Class of 2007
Morrison, NJ
2001 - 2007
- Cumulative GPA: 3.78. Advanced Placement Classes in U.S. History, European History, Art History, Latin, Psychology

ADDITIONAL INFORMATION
- Additional Volunteer Roles: Haiti Relief Worker- Summer 2010; Houses to Homes Guatemala- Summer 2010
- Skills: Proficient in Word, PowerPoint, Excel. Language: Swedish (beginner), Spanish (basic vocabulary/grammar)
- Interests: Rock Climbing, Lacrosse, Running, Sprint Triathlons, Golf, Ice Hockey, Traveling, SCUBA diving
10. **Renaming Board of Selectmen to Select Board**

Please see memo on this subject in the Friday Night Mail.
MEMORANDUM

To: Board of Selectmen
From: Meghan Jop
Date: June 14, 2019
RE: Select Board Information

The Board requested information on the consideration and process other communities have taken to modify the term “Board of Selectmen” to “Select Board”. Presently there are approximately 80 communities that have made the change (see attached sample list). There are several communities that have discussed the change at the board level but have chosen not to pursue any further action including Chatham and Plymouth, which made the news earlier this year.

In discussions with Town Counsel, Miyares and Harrington provided the following guidance which includes three paths: Home Rule Petition, amend Town Bylaws, amend Town Bylaws and reference Charter/Special Act. Below are the various community strategies for your consideration. In discussions with Town Counsel, he would recommend option 3, similar to Reading.

From Miyares and Harrington:

Recently, the Massachusetts House of Representatives voted to approve Needham’s home rule petition to change the name of the town’s Board of Selectmen to the gender-neutral title of Select Board. Needham is seeking to join the growing number of communities to refer to their boards and officials by gender-neutral titles.

While many communities have adopted such titles by common parlance, several have formally changed the name of their Board of Selectmen to a gender-neutral title such as Select Board. There are a few ways of doing this. Communities can follow Needham’s process and submit a home rule petition to the General Court to make the change. Arlington has similarly sought legislative approval for their gender-neutral name changes.

Another route is to amend the bylaws through Town Meeting, as Brookline did in 2017, by substituting the term “Select Board” for “Board of Selectmen, and replacing the terms “selectman, selectmen, selectwoman, or selectwomen” with “Select Board Member.” The Town Meeting also amended the bylaws to require the use of gender-neutral language in all currently active or future Town documents and communications. The Attorney General approved this measure in February 2018.
A third avenue for amending the bylaws is to remove the term “Board of Selectmen” wherever it appeared in the bylaws and insert the term “Select Board” in its place, as Reading did at its 2018 Annual Town Meeting. The Town then further amended its bylaw to define the term “Select Board” as “the Board of Selectmen established by Section 3.2 of the Reading Home Rule Charter. The [Select Board] shall have all the powers and duties granted to Boards of Selectmen by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as may be provided by the Charter, by this bylaw, by the Zoning Bylaw, or by Town Meeting Vote.” The Attorney General approved this change in June 2018.

As a cautionary note, while citizens’ petitions may be the impetus for bylaw changes to implement gender-neutral language, careful drafting is essential in order to obtain the Attorney General’s approval. For example, the Attorney General refused to take action on an amendment adopted at a Special Town Meeting submitted via a citizens’ petition in the Town of Hull to delete gender-specific terms due to improper drafting.

Sample of the 80 Communities that have moved to Select Board designation:

<table>
<thead>
<tr>
<th>Norfolk</th>
<th>Milton</th>
<th>Amherst</th>
<th>South Hampton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concord</td>
<td>Sherborn</td>
<td>Rutland</td>
<td>Plainfield</td>
</tr>
<tr>
<td>Williamstown</td>
<td>Ashfield</td>
<td>Brookline</td>
<td>Alford</td>
</tr>
<tr>
<td>Longmeadow</td>
<td>Leverett</td>
<td>Nantucket</td>
<td>Arlington</td>
</tr>
<tr>
<td>Ipswich</td>
<td>Mansfield</td>
<td>Princeton</td>
<td>Belmont</td>
</tr>
<tr>
<td>Northfield</td>
<td>Reading</td>
<td>North Reading</td>
<td>Bernardston</td>
</tr>
<tr>
<td>Stoneham</td>
<td>Needham</td>
<td>Boxborough</td>
<td>Wellfleet</td>
</tr>
<tr>
<td>Auburn</td>
<td>Wales</td>
<td>Leicester</td>
<td>Brewster</td>
</tr>
<tr>
<td>Moneteray</td>
<td>Southwich</td>
<td>Hadley</td>
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<td>Buckland</td>
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<td>Cheshire</td>
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New Business and Correspondence

Please find the following correspondence:

- Correspondence from Mr. Schuler
- Email re: DPU – Gas Leaks
- DPU Order
- Email re: Future Act
- Future Act Information Sheet
- Future Act Roadmap
- Cambridge MA Resolution re: Future Act
- House Bill re: Future Act
- Indigenous People’s Day information
- Holiday observances information

In your packet please find a chart on how other communities have passed Indigenous People’s Day. This item will be on the June 24th agenda. In anticipation of that item, please find the chart on the 6 communities who have passed IDG and those considering it. Additionally for your consideration is a memo from Tom Harrington in 2017, that although not addressed to this matter, does discuss ballot question options the Town has available. Finally, for your reference on this matter is a listing of state and federal holidays recognized by Town Hall.
TO  Board of Selectmen  
Town Hall  
525 Washington Street  
Wellesley, MA 02482  

On behalf of residents at Waterstone I would like to bring to your attention and to commend officers of the Wellesley Fire Department who gave an inspired program at Waterstone on June 3rd. Present were Chief Rick DeLorie, Deputy Jeff Peterson and Lieutenant Paul Delaney. The presentation included information about the operation of support services available to residents including ambulance calls, and a particularly enlightening presentation by Paul Delaney on tips for safety that are important for all seniors to keep in mind at all times.

Of special interest was a slide presentation by Deputy Chief Jeff Peterson describing in detail the history of firefighting in Wellesley and the development and personnel associated with the Department from the 1893 beginning! Many in the audience of perhaps 50 expressed their delight with Jeff's willingness to answer specific questions about the Department and his experiences as a firefighter.

Chief DeLorie included in his remarks details of the adding to the staff a number of women firefighters who have proved a real asset to the Department.

It is an important part of the outreach of the public services Departments in the town to include the population of seniors such as those living at Waterstone in getting to know personally those persons who provide essential services to them.

It is important that the members of the Board of Selectmen are aware of the talent and special qualities of the leadership of the Wellesley Fire Department. We at Waterstone are proud of and grateful for their willingness to reach out to our residents.

Sincerely,

John G. Schuler  
27 Washington Street  
johnandwinschuler@verizon.net
Meagher, Cathryn

From: Jop, Meghan
Sent: Friday, June 14, 2019 2:01 PM
To: Meagher, Cathryn
Subject: FW: Testimony to the DPU re. Lost and Unaccounted-For Gas
Attachments:

FNM 0OC

Meghan C. Jop, AICP
Executive Director
Town of Wellesley
mjop@wellesleyma.gov
www.wellesleyma.gov
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

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From: Lise Olney
Sent: Friday, June 14, 2019 1:21 PM
To: Jack Morgan <jmorgan@wellesleyma.gov>
Cc: Jop, Meghan <mjop@wellesleyma.gov>
Subject: Testimony to the DPU re. Lost and Unaccounted-For Gas

Dear Jack,

As you know, I am participating in the statewide coalition known as the Gas Leaks Allies as part of my work on the gas leaks issue. I wanted to let you know that the Gas Leaks Allies have asked me to testify as an individual at a Department of Public Utilities hearing regarding the regulation of lost and unaccounted-for gas (LAUF) on June 25. I will not be representing the Board of Selectmen — I will be speaking about the issue as someone who has been working at the town level on gas leaks for a number of years. I will be supporting comments submitted by the Gas Leaks Allies.

Here are some quick points about LAUF:

- Lost and unaccounted-for gas is important because
  - Ratepayers pay for the lost gas.
  - Methane is an extremely potent greenhouse gas that is a significant contributor to global warming.
- The most effective way of reducing lost gas is to have a better idea of where the gas is being lost and how much is being lost so that action can be taken.
- The Gas Leaks Allies are suggesting that the DPU require gas companies to use a simple accounting method (gas bought - gas sold - non-fugitive gas components) to calculate the amount of lost and unaccounted-for gas.
- Gas companies currently estimate the emissions from gas leaks by using national averages. Because Massachusetts has the second oldest gas system in the country, we have a lot more leaks per mile than the average gas system. Therefore, the Gas Leaks Allies are suggesting a more accurate way of calculating the emissions from gas leaks using actual Massachusetts data that the gas companies already collect and report.

I’m attaching the DPU draft regulation for your information.

Thanks,
Lise
--
Lise Olney
Wellesley Board of Selectmen
781-929-0246

Please use the email address lolney@wellesleyma.gov for all messages related to the Board of Selectmen and the Town of Wellesley
Investigation of the Department of Public Utilities, on its own motion, instituting a rulemaking pursuant to G.L. c. 30A, § 2, and 220 CMR 2.00, establishing requirements for the annual reporting of lost and unaccounted-for gas.

ORDER INSTITUTING RULEMAKING
I. INTRODUCTION

On August 9, 2018, Governor Baker signed Chapter 227 of the Acts of 2018, An Act to Advance Clean Energy (“Act”). Section 19 of the Act amends G.L. c. 164 by adding Section 147, which directs the Department of Public Utilities (“Department”) to promulgate regulations requiring all gas companies to report to the Department, in a uniform manner, lost and unaccounted-for gas for each year. St. 2018, c. 227, § 19. Pursuant to Section 23 of the Act, G.L. c. 164, § 147 shall take effect on January 1, 2020, provided that the regulations required to implement G.L. c. 164, § 147 shall be promulgated and in effect not later than December 31, 2019. Thus, the Department institutes this rulemaking pursuant to G.L. c. 30A, § 2 and 220 CMR 2.00, establishing 220 CMR 115.00, Uniform Reporting of Lost and Unaccounted-for Gas, for the purpose of adopting uniform lost and unaccounted-for gas (“LAUF”) reporting requirements. In addition, the Department takes this opportunity to formally announce that its Pipeline Engineering and Safety Division shall be hereafter known as the Pipeline Safety Division (“Division”), to more accurately capture the Division’s purpose and authority.

II. PROPOSED LAUF REGULATIONS

The proposed regulations establish an annual reporting process for all gas companies, municipal gas departments, or other persons engaged in the distribution of natural gas in Massachusetts to submit information on LAUF in their distribution systems. Proposed Regulations, 220 CMR 115.01, 115.04(3). Pursuant to the regulations, each reporting party

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1 Attached hereto as Appendix A is a copy of the proposed LAUF regulations.
must provide the total amount of LAUF for the previous calendar year, and they must identify and measure the components of the LAUF by the following categories: gas leaks; third-party damage; intentional venting/purging; verified theft; meter bias or error; thermal deviation; and billing cycle adjustments. Proposed Regulations, 220 CMR 115.04(1), 115.04(3). In addition, the regulations provide that each reporting party must use sound engineering practices and operational data to identify and measure all sources and locations where LAUF occurs in the natural gas systems. Proposed Regulations, 220 CMR 115.04(2).

The Department may grant exceptions to the provisions of 220 CMR 115.00 for the development of innovative projects to reduce LAUF, where such innovative projects are intended to reduce costs to ratepayers and to reduce greenhouse gas emissions. Proposed Regulations, 220 CMR 115.03. Finally, the proposed regulations direct each gas company, municipal gas department, or other person engaged in the distribution of natural gas in Massachusetts to incorporate these reporting procedures into its written procedures to ensure compliance with G.L. c. 164, §§ 105A, 147 and 220 CMR 115.00. Proposed Regulations, 220 CMR 115.05.

III. SOLICITATION OF COMMENTS

The Department seeks initial written comments on the Proposed Regulations no later than 5:00 p.m. on Monday, June 17, 2019. The Department seeks reply written comments on the Proposed Regulations no later than 5:00 p.m. on Monday, July 1, 2019. Written comments shall be limited in length to a maximum of ten one-sided, double-spaced typewritten pages.
Any person who desires to file written comments shall file an original and one copy of such written comments with Mark D. Marini, Secretary, Department of Public Utilities, One South Station, Fifth Floor, Boston, Massachusetts, 02110. All documents should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@mass.gov and the hearing officer, laurie.e.weisman@mass.gov; or (2) on a CD-ROM or USB drive. The text of the e-mail, CD-ROM, or USB drive must specify: (1) the docket number of the proceeding (D.P.U. 19-44); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing.

Documents filed with the Department will be available for public inspection at its offices during business hours and through our website by looking up the docket by its number in the docket database at https://eeaonline.eea.state.ma.us/DPU/Fileroom (enter “19-44”).

To provide further opportunity for comment, and pursuant to G.L. c. 30A, §§ 2 and 4, and 220 CMR 2.05, the Department will hold a public hearing on Tuesday, June 25, 2019, at 10:00 a.m. at the Department’s offices, One South Station, Fifth Floor, Boston, Massachusetts. The Department’s office is wheelchair accessible. Any person seeking an accommodation to meaningfully participate at the public hearing should contact Laurie Ellen Weisman, Pipeline Safety Division Counsel, at (617) 305-3500 or laurie.e.weisman@mass.gov at least two days prior to the public hearing with requests for
such accommodations. Interested persons may present facts, opinions, or arguments relating to the Proposed Regulations at the public hearing.

By Order of the Department,

/s/

Matthew H. Nelson, Chair

/s/

Robert E. Hayden, Commissioner

/s/

Cecile M. Fraser, Commissioner
220 CMR: DEPARTMENT OF PUBLIC UTILITIES

220 CMR 115.00: UNIFORM REPORTING OF LOST AND UNACCOUNTED-FOR GAS

Section

115.01: Purpose and Scope
115.02: Definitions
115.03: Applications for Exceptions from Provisions of 220 CMR 115.00
115.04: Annual Reporting Requirements
115.05: Gas Company Procedures Manual

115.01: Purpose and Scope

(1) **Purpose.** 220 CMR 115.00 establishes regulations governing the reporting of lost and unaccounted-for gas (LAUF) to the Department of Public Utilities, Commonwealth of Massachusetts.

(2) **Scope.** 220 CMR 115.00 applies to every gas company, municipal gas department, or other person engaged in the distribution of natural gas within the Commonwealth of Massachusetts.

115.02: Definitions

For the purposes of 220 CMR 115.00, the following definitions apply:

**Department.** Department of Public Utilities, Commonwealth of Massachusetts.

**Division.** Pipeline Safety Division of the Department.

**Gas Company.** Refers to every gas company, municipal gas department, or other person engaged in the distribution of natural gas, as provided in M.G.L. c. 164, §§ 1 and 34.

**Lost and Unaccounted-for Gas (or LAUF).** An amount of gas that is the difference between the total gas purchased by a gas company and the sum of:

(a) Total gas delivered to customers; and

(b) Total gas used by a gas company in the conduct of its operations.

**MMBTU.** One million British Thermal Units.
115.03: Applications for Exceptions from Provisions of 220 CMR 115.00

Any gas company may make a written request to the Department for an exception to the provisions of 220 CMR 115.00 for the development of innovative projects to reduce LAUF. Such innovative projects shall be intended to reduce costs to ratepayers and to reduce greenhouse gas emissions. The request shall justify why the exception should be granted, shall include the goals of the innovative project, the expected cost, the expected benefit to ratepayers, and the expected reduction in greenhouse gas emissions, and shall demonstrate why the exception sought does not detract from the safety objectives of 220 CMR 115.00.

The Department may deny the exception or grant the exception as requested, or as modified by the Department and subject to conditions. Any exception shall be issued in writing and may be made by the Director of the Division. Any person aggrieved by a decision of the Director regarding a request for an exception may appeal the Director’s decision to the Department. Any appeal shall be in writing and shall be made not later than ten business days following issuance of the written decision of the Director.

115.04: Annual Reporting Requirements

(1) Each Gas Company shall use operational and billing data to determine the total amount of LAUF and to identify and measure each of its components, including but not limited to the following:

(a) Gas leaks;
(b) Third-party damage;
(c) Intentional venting/purging;
(d) Verified theft;
(e) Meter bias or error;
(f) Thermal deviation; and
(g) Billing cycle adjustments.

(2) Each Gas Company shall use sound engineering practices and operational data to identify and measure all sources and locations where LAUF occurs in the natural gas systems.

(3) Each Gas Company shall file with the Department no later than March 1st annually a report of LAUF for the previous calendar year. The report shall include:

(a) Amount of LAUF attributable to each of the LAUF components as identified in, but not limited to, 220 CMR 115.04(1), measured in MMBTU and as a percentage of total LAUF;
(b) Total amount of LAUF, measured in MMBTU; and
Appendix A

220 CMR: DEPARTMENT OF PUBLIC UTILITIES

(c) Amounts of gas used to calculate LAUF, measured in MMBTU, including the following amounts: total gas purchased by the Gas Company; total gas delivered to customers; and total gas used by the Gas Company in the conduct of its operations.

115.05: Gas Company Procedures Manual

Each Gas Company shall incorporate procedures for all requirements of 220 CMR 115.00 into their written procedures under 49 CFR Part 192 as applicable, to ensure compliance with M.G.L. c. 164, §§ 105A, 147 and 220 CMR 115.00.

REGULATORY AUTHORITY

220 CMR 115.00: M.G.L. c. 164, §§ 66, 76, 76C, 105A, and 147.
Meagher, Cathryn

From: Jop, Meghan
Sent: Friday, June 14, 2019 2:01 PM
To: Meagher, Cathryn
Subject: FW: Support for the FUTURE Act

OC

Meghan C. Jop, AICP
Executive Director
Town of Wellesley
mjop@wellesleyma.gov
www.wellesleyma.gov
781.431.1019 ext 2200

Please be advised the Secretary of State has determined that email is a public record.

From: Lise Olney
Sent: Friday, June 14, 2019 1:33 PM
To: Jack Morgan <jmorgan@wellesleyma.gov>; Jop, Meghan <mjop@wellesleyma.gov>
Subject: Support for the FUTURE Act

Dear Jack and Meghan,
I would like to request that the Board of Selectmen consider sending a letter to the Joint Committee on Telecommunications, Utilities and Energy in support of the FUTURE Act: An Act for Utility Transition to Using Renewable Energy H.2849/S.1940.

Senator Cynthia Creem is a chief sponsor of this bill, as are Rep. Lori Ehrlich and Rep. Christina Minicucci. Sen. Becca Rausch and Rep. Alice Peisch have both signed on as co-sponsors. The Gas Leaks Allies participated in the drafting of this bill and many of the provisions are the result of the work of the multi-town gas leaks initiative which I am coordinating.

I’m attaching information about the FUTURE Act and hope I can make a brief presentation to the board for discussion at an upcoming meeting.

Thank you,
Lise
--
Lise Olney
Wellesley Board of Selectmen
781-929-0246

Please use the email address lolney@wellesleyma.gov for all messages related to the Board of Selectmen and the Town of Wellesley
The F.U.T.U.R.E. Act (H.2849/S.1940)

An Act For a Utility Transition to Using Renewable Energy

Senator Cynthia Creem

CREATING A PATH TO THE FUTURE WE WANT

Massachusetts is a national leader in responding to climate change, currently committed to an 80% reduction in emissions by 2050.¹ Our electric utilities have been moving toward this goal for decades, increasing their purchase of local, clean renewable energy every year. This transition has resulted in 11,500 new jobs and more than $5 billion in new investment in the Commonwealth's economy.² Our gas utilities and workers have been left out of this transition. No more.

The FUTURE Act maps a path to a safer renewable energy future, addresses the safety challenges of the current, neglected gas system, and puts the public back in the Department of Public Utilities.

WHERE WE ARE NOW:

- We saw the gas system collapse, igniting fires in the Merrimack Valley in September 2018.
- MA utilities reported 27,731 gas leaks in 2017, with 15,829 of the leaks unrepaired at year’s end.
- We know gas system leaks are accelerating climate change much faster than previously estimated.
- It will take decades to replace all the leaky gas pipes under our streets.
- Replacing gas pipes will cost gas customers over $9 billion for pipes that will be outdated by 2050.

WHAT IS NEEDED:

1. We need to keep our communities safe now.
2. We need to invest in modern renewable energy infrastructure for this century, not last century.
3. We need to ensure the public and our communities have a voice in planning our future.

WHAT IS POSSIBLE:

Renewable thermal technology is ready now to provide safe, clean and affordable home heating. It will keep money in our local economy and provide good jobs through heat pumps, thermal storage, solar thermal and heat delivered through modern district energy systems.³

IMPORTANT BENEFITS:

- Jobs: Creates green jobs that are easily transferrable to existing pipeline workers.
- Equity: Provides utility-scale renewable heat which gives equal access to clean, non-explosive energy to all
- Resilience: Balances energy sources in MA and cuts electric system peaks. In addition, pipes are secure underground and therefore reliable during extreme weather events such as storms and floods.

¹ We support the bills asking the Commonwealth to continue to lead the nation by aiming for 100% reduction by 2050 (from 1990 levels)
³ District Energy distributes thermal energy to buildings through underground pipes. It is used on the Harvard & MIT campuses, as well as in cities such as Stockholm and Paris, and in countries such as Denmark.

May 22, 2019 Version
HOW the FUTURE BILL

➢ WORKS TO KEEP OUR COMMUNITIES SAFE NOW

- Improves coordination for gas leak repair between gas companies and cities or towns.
- Prevents paving over gas shutoff valves, so gas can be quickly shut off in emergencies.
- Mandates that gas leaks within the root zone of a tree, within 10 feet of a building, or within 150 feet of a school zone be fixed within 6 months.
- Makes gas companies notify the local fire chief within an hour of finding a dangerous leak.
- Requires that gas companies be audited annually for safety, performance, and leak reports.

➢ CREATES A GAS SYSTEM PATH TO TRANSITION TO RENEWABLE ENERGY

- Allows gas companies to pipe renewable thermal energy to our homes, not just gas.
- Allows gas companies to replace leaky gas pipes with modern renewable thermal pipes.
- Includes a small fee, matching that on electric bills, to fund renewable energy projects.
- Requires gas companies to add more renewable thermal energy each year, moving our gas system and its workers towards a modern energy system with good, safe jobs.
- Ensures that new fossil fuel infrastructure can’t be billed to ratepayers past 2050.

➢ REFORMS OUR DEPARTMENT OF PUBLIC UTILITIES (DPU)

- Gives a voice and power to towns, legislators, and gas customers to address the DPU.
- Requires that the Governor consult with the Attorney General on DPU appointees.
- Allows people and towns to claim property damage from gas leaks, including for trees.
- Improves transparency by sharing maps, costs, and plans with towns and the public.

If gas is a bridge fuel, we are at the end of the bridge, and the FUTURE is now.

Prepared by the Gas Leaks Allies⁴, for more information, gasleaksallies@gmail.com

The FUTURE Act focuses on the problems with the distribution of natural gas in the Commonwealth. It addresses the crumbling infrastructure and immediate safety concerns in the wake of the September 2018 disaster in the Merrimack Valley. At the same time, it creates a path to the future by permitting gas companies to distribute renewable thermal energy to heat and cool our homes and provide hot water. Together, these measures will reduce greenhouse gas emissions and our Commonwealth’s dependence on fossil fuels as well as allow us to achieve our goal of a safer, healthier, livable climate for all.

The FUTURE Act includes:

- Stronger oversight of gas companies by the Department of Public Utilities (DPU) to expedite fixing gas leaks;
- Clear rules to strengthen gas safety standards for workers and the public;
- Increased coordination and transparency among the DPU, gas companies, and municipalities in the repair and replacement of leak-prone pipes;
- Funding, financial incentives, and renewable energy credits to encourage gas companies to distribute thermal renewable energy instead of gas, avoiding future stranded assets;
- Flexibility for municipalities to choose alternatives, such as district energy;
- Requiring the DPU to accommodate the mandates of the Global Warming Solutions Act;
- Requiring the DPU to consider equitable access to energy efficiency and renewable energy as well as the public’s health and safety in its decisions as it regulates gas and electric utilities; and
- Establishing a Governor’s Commission to make legislative and policy recommendations to ensure a safe, just, and expeditious transition to renewable energy by the year 2050.

Provisions in the FUTURE Act for Empowering Municipalities

A vast network of gas pipes runs under the streets and neighborhoods of cities and towns throughout the Commonwealth – consisting 21,663 miles of gas mains and 1,336,690 service lines to ratepayers, as reported by gas companies in 2017. With some 17,000 leaks, these pipes are leaking methane, polluting the air, killing street trees, endangering our neighborhoods, and costing us money – as ratepayers pay for the leaked gas. To repair or replace these pipes, gas companies have to dig up those streets, disrupting traffic, inconveniencing residents, and costing municipalities for road repair and lost street trees.

The FUTURE Act improves coordination between the gas companies and the municipalities and gives more authority and flexibility to municipalities in their choice of energy sources. It also gives municipalities an effective voice in DPU proceedings and permits them to pursue remedies with the DPU instead of the courts for damages incurred during gas company roadwork.
The FUTURE Act requires:

- **Street repair requirements.** When opening up a street to repair or replace gas infrastructure, gas companies required to: (1) survey the project area for the presence of leaks, (2) set a leak repair and replacement schedule, and (3) provide the municipality with the location, history, and grade of the leak, as well as the age, pressure, size and material of the pipe and the schedule for the replacement of any leak-prone infrastructure.

- **Reports to municipalities.** Gas companies required to provide the municipality when the work is completed with a report from a certified gas inspector: (1) that the new infrastructure is free from defects, (2) that the shutoff valves and gate boxes are accessible and working, and (3) that the work was completed according to state and federal regulations.

- **Plans to municipalities.** DPU required to send infrastructure plans submitted by a gas company to each municipality affected by the plans.

- **Municipal aggregation.** DPU required to issue regulations authorizing expansion of municipal aggregation for district energy where it will reduce greenhouse gases and consumer cost.

The FUTURE Act permits:

- **Participation in DPU hearings.** Municipalities permitted to participate fully in DPU adjudicatory proceedings related to its service territory, as may a member of the legislature whose district is in that service area or 10 or more ratepayers from that service area.

- **Claims for property damage.** Municipalities permitted to submit to the DPU a claim for property damage, including trees killed by gas leaks or by gas pipe repair or replacement, as verified by a certified arborist.

- **Claims for breach of franchise.** Municipalities permitted to file a complaint with the DPU against an electric or gas company for breach of franchise or of DPU regulations, with DPU required to hold a public hearing and to publish its opinion.

The FUTURE Act authorizes:

- **Local energy services.** Municipalities, state agencies, or gas or electric ratepayers authorized to procure local or district energy services and to establish an energy microgrid, using a public right of way for energy generation or resiliency.

- **Utility franchises.** Municipalities, every 10 years, authorized to condition the establishment or renewal of an exclusive gas or electric franchise upon compliance with the municipality’s regulations, including the underground placement of distribution lines and facilities.

- **Fees for utility franchise.** Municipalities authorized to include in the franchise agreement a requirement for the electric or gas company to pay fees to raise revenue or to defray any increase in municipal costs resulting from the company’s operations, as well as a requirement to provide the municipality with information about the gas or electric infrastructure and operations. Fees may be based upon gross operating revenues or upon gross earnings revenues and may not be recovered in a proceeding under section 94 of chapter 164. (Such franchise agreements are common in Colorado, Minnesota, Washington, Florida, and elsewhere, giving municipalities the ability to negotiate better terms on rates, renewable energy, and other issues.)

Prepared by Marilyn Ray Smith, Access to Justice Fellow, Gas Leaks Allies, April 18, 2019. For questions or comments, please contact Marilyn at marilynray@aol.com.
WHEREAS: Recent events have demonstrated the safety and health risks inherent in aging fracked gas infrastructure; and

WHEREAS: Gas leaks deprive tree roots of oxygen and can kill shade trees, which are irreplaceable protectors against extreme heat and flooding projected in the city’s Climate Change Vulnerability Assessment; and

WHEREAS: 95% of natural gas is methane, which is a greenhouse gas that causes 84 times more climate change (heating) than carbon dioxide over a 20-year period; and

WHEREAS: Gas leaks in the state have not been significantly reduced since passage of Ch. 149, Acts of 2014, An Act Relative To Natural Gas Leaks, and ratepayers still pay for the lost gas; and

WHEREAS: House H.2849 / Senate S.1940: “An Act for Utility Transition to Using Renewable Energy (FUTURE)” will incentivize transitioning our utilities away from using explosive fossil fuel as an energy source towards renewable thermal energy sources including solar and geothermal; and

WHEREAS: The FUTURE bill will empower municipalities to have a stronger, safer, more transparent working relationship with public utilities by improving coordination for gas leak repair, mandating that utilities notify the local fire chief and police department within an hour of finding a dangerous leak, requiring that utilities share maps, costs, and plans with the public, and requiring that gas utilities be audited annually for safety, performance, and leak reports; and

WHEREAS: The FUTURE bill will allow individuals and municipalities to claim property damage from gas leaks, including trees, and also mandates that gas leaks within a certain distance of a tree, building, or school be fixed within 6 months; and

WHEREAS: The FUTURE Act’s promotion of renewable thermal energy is aligned with the City’s Net Zero Action Plan goals as well as its’ goal of achieving 100% renewable energy by 2035; now therefore be it

RESOLVED: That the City Council go on record in strong support of the FUTURE Act (H.2849/S.1940) and urge the legislature to pass the bill this session; and be it further
RESOLVED: That the City Clerk be and hereby is requested to forward suitably engrossed copies of this resolution to members of Cambridge’s Legislative Delegation, as well as House Speaker Robert DeLeo, Senate President Karen Spilka, and Governor Charlie Baker on behalf of the entire City Council.

In City Council May 20, 2019.
Adopted by the affirmative vote of nine members.
Attest: - Donna P. Lopez, City Clerk

A true copy;

ATTEST:-

Donna P. Lopez, City Clerk
The Commonwealth of Massachusetts

PRESENTED BY:

Lori A. Ehrlich and Christina A. Minicucci

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act for utility transition to using renewable energy (FUTURE).

PETITION OF:

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<thead>
<tr>
<th>NAME</th>
<th>DISTRICT/ADDRESS</th>
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<tbody>
<tr>
<td>Lori A. Ehrlich</td>
<td>8th Essex</td>
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<td>Christina A. Minicucci</td>
<td>14th Essex</td>
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<tr>
<td>Cynthia Stone Creem</td>
<td>First Middlesex and Norfolk</td>
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<tr>
<td>Christine P. Barber</td>
<td>34th Middlesex</td>
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<td>Natalie M. Blais</td>
<td>1st Franklin</td>
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<td>Joseph A. Boncore</td>
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<td>15th Essex</td>
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<td>Harriette L. Chandler</td>
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<td>Michelle L. Ciccolo</td>
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<td>Mike Connolly</td>
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<td>Cape and Islands</td>
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<td>Marjorie C. Decker</td>
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<td>Middlesex and Suffolk</td>
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<td>3rd Hampshire</td>
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<td>Daniel M. Donahue</td>
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<td>Carolyn C. Dykema</td>
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<td>James B. Eldridge</td>
<td>Middlesex and Worcester</td>
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<td>Nika C. Elugardo</td>
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<td>Kenneth I. Gordon</td>
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An Act for utility transition to using renewable energy (FUTURE).

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 1 of chapter 21N, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after line 35, the following words and lines:-

“Fossil fuel”, coal, coke, distillate oil, residual oil, used oil fuel, natural gas, manufactured gas, peat and derivatives from such fuels.

5 SECTION 2. Said section 1 of chapter 21N, as so appearing, is hereby amended by striking out lines 50 through 52, and inserting in place thereof the following:-

“Indirect emissions”, emissions associated with the distribution and consumption of purchased electricity, natural gas and other sources of energy derived from fossil fuels, steam and heating or cooling by an entity or facility.

10 SECTION 3. Said section 1 of chapter 21N, as so appearing, is hereby amended by inserting, in line 72, after the word “including” the following:-
“(i)”.

SECTION 4. Said section 1 of chapter 21N. as so appearing, is hereby amended by inserting, in line 76, after the word “imported;” the following words:-

“(ii) all emissions of greenhouse gases from the delivery and consumption of natural gas in the commonwealth, including emissions from lost and unaccounted for gas as defined in section 147 of chapter 164; (iii) all emissions of greenhouse gases from any energy source derived from fossil fuels; and (iv) all emissions of biomass, biogas and liquid biofuel technologies,”.

SECTION 5. Subsection (a) of section 2 of said chapter 21N, as so appearing, is hereby amended by striking out, lines 35 through 39, after the words “chapter 164A” in line 35, and inserting in place thereof the following paragraphs:-

“(6) require reporting of greenhouse gas emissions from natural gas distributed by a gas company as defined in section 1 of chapter 164, including emissions from lost and unaccounted for gas as defined in section 147 of chapter 164; (7) ensure rigorous and consistent accounting of emissions and provide reporting tools and formats to ensure collection of necessary data; and (8) ensure that greenhouse gas emissions sources maintain comprehensive records of all reported greenhouse gas emissions.”

SECTION 6. Subsection (c) of section 3 of said chapter 21N, as so appearing, is hereby amended by inserting, in line 21, after the word “sector” the following words:-

“and the natural gas sector”.
SECTION 7. Said subsection (c) of section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 23, after the word “based” the following:-(i).

SECTION 8. Said subsection (c) of section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 26, after the word “standard” the following:-(ii) on the consumption and purchases of natural gas entering the commonwealth through the natural gas city gates, and (iii) on the consumption and purchases of any other source of greenhouse gases."

SECTION 9. Subsection (d) of said section 3 of chapter 21N, as so appearing, is hereby amended by inserting, in line 27, after the word “regulations” the following words:-(that apply to all sources in the commonwealth that emit greenhouse gases)."

SECTION 10. Subsection (a) of section 4 of said chapter 21N, as so appearing, is hereby amended by inserting, in line 8, after the word “generation,” the following words:-(distribution of natural gas)."

SECTION 11. Said subsection (a) of section 4 of chapter 21N, as so appearing, is hereby amended by inserting, in line 13, after the word “manner” the following words:-(; provided, however, that nothing in this section shall impede the transition of the commonwealth to non-emitting renewable sources of energy)."

SECTION 12. Subsection (b) of section 4 of said chapter 21N, as so appearing, is hereby further amended by inserting, in line 20, after the word “economy,” the following words:-
“including distribution of natural gas, heating oil and propane.”.

SECTION 13. Section 9 of said chapter 21N, as so appearing, is hereby amended by striking out, in line 2, the words “public utility commission” and inserting in place thereof the following words:-

“department of public utilities”.

SECTION 14. Said section 9 of chapter 21N, as so appearing, is hereby further amended by striking out, in line 2, after the word “electrical” the word “utility” and inserting in place thereof the following words:-

“company or a gas company”.

SECTION 15. Said section 9 of chapter 21N, as so appearing, is hereby further amended by inserting, in line 3, after the word “service” the following words:-

“or with safe and reliable natural gas service, provided, however, that the department of public utilities shall actively encourage a transition from the use of natural gas or other fossil fuels to the use of non-emitting renewable energy sources.”

SECTION 16. Subsection (c) of said section 9 of chapter 23J, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting, in line 45, after the word “facilities” the following:-

“and with the distribution and consumption of fossil fuels, including but not limited to, oil and natural gas;”
SECTION 17. Subsection (d) of said section 9 of chapter 23J, as so appearing, is amended by inserting, in line 76, after the word “electricity” the following words:-

“and the transition to the use of renewable energy by all energy customers in the commonwealth including, but not limited to, customers using natural gas, fuel oil and propane;”

SECTION 18. Chapter 25, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after section 1 the following section:-

Section 1A. In administering its responsibilities under this and other chapters of the general laws, the department shall promote the interest of the public, including equitable access to energy efficiency and renewable energy and shall actively promote implementation of the provisions of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.

SECTION 19. Section 2 of said chapter 25, as so appearing, is hereby amended by striking out lines 1 through 18, after the words “Section 2.” and inserting in place thereof the following paragraph:-

“The department shall be under the supervision and control of the commonwealth utilities commission, in this chapter called the commission, which shall consist of 3 members appointed by the governor in consultation with the attorney general following an opportunity for the public to provide written comments. Prospective appointees shall disclose any potential conflicts of interest, including any financial interest in the energy sector. The terms of two such commissioners shall be coterminous with that of the governor, and the term of the third member shall be for 4 years. The commissioners shall report to the secretary of energy and environmental affairs. The secretary may remove a commissioner upon the approval of the governor. The
secretary shall designate one commissioner as chairman, who shall serve as chairman for 2 years, and may be reappointed, unless removed as chairman by the secretary, with the approval of the governor. Commission members shall have background and expertise in renewable energy and in electricity or natural gas matters. The commissioners shall devote their full time to the duties of their office. Not more than 2 members of the commission shall be members of the same political party. Any decision made or order issued by the commission may be made by majority vote of a quorum of 2 members.”

SECTION 20. Subsection (b) of section 19 of said chapter 25, as so appearing, is hereby amended by inserting after the word “programs”, in line 32, the following:-

“and may approve and fund renewable energy and district energy infrastructure programs proposed by gas distribution companies.”

SECTION 21. Said subsection (b) of section 19 of said chapter 25, as so appearing, is hereby further amended by inserting, in line 39, after the word “opportunities,” the following words:- “maximizing the use of renewable energy and the reduction of greenhouse gas emissions pursuant to the mandates of chapter 21N, and”.

SECTION 22. Subsection (a) of section 20 of said chapter 25, as so appearing, is hereby amended by inserting, in line 2, the following words:-

“14.65 mill per therm for all natural gas customers and a mandatory charge of”.

SECTION 23. Subsection (a) of section 11F 1/2 of chapter 25A, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting, in line 3, after the word “commonwealth” the following words:-
“and for all retail gas suppliers selling gas for useful thermal energy to end-use customers in the commonwealth.”

SECTION 24. Said subsection (a) of said section 11F 1/2 of chapter 25A, as so appearing, is hereby amended by inserting, in line 11, after the word “sources.” the following sentence:-

“Every such retail electric supplier and every such retail gas supplier shall obtain and retire annually alternative energy credits generated by renewable thermal technologies.”

SECTION 25. Said section 11F 1/2 of chapter 25A, as so appearing, is hereby amended by inserting after subsection (e) the following subsection:-

(f) The department shall determine the requirement for each retail electric supplier and each retail gas supplier to obtain and annually retire renewable thermal alternative energy credits, provided, however, that such requirement shall be proportional to the annual thermal energy consumed by each such supplier’s customers and shall be established so as to effect a transition for all heating oil customers in the commonwealth from oil-fired thermal energy technologies to renewable thermal energy technologies by December 31, 2030, and to effect a transition for all other customers of fossil fuel thermal energy sources to renewable thermal energy technologies by December 31, 2048.

SECTION 26. Chapter 30A, as so appearing in the 2016 Official Edition of the General Laws, is hereby amended by inserting after section 10A the following section:-

Section 10B. Notwithstanding the provisions of section 10, in any adjudicatory proceeding conducted by the department of public utilities regarding any petition, request for
approval or investigation of a gas company or an electric company, as defined in section 1 of chapter 164, the following shall be allowed to participate fully as a party in such proceeding: (a) any municipality that is within the service area of such company; (b) any member of the general court whose district includes ratepayers within the service area of such company; and (c) any group of not fewer than 10 persons who are ratepayers within the service area of such company.

SECTION 27. Section 1 of Chapter 164, as appearing in the 2016 Official Edition of the General Laws, is hereby amended by striking out, lines 201 through 205, and inserting in place thereof the following:-

“Gas company”, a corporation organized for the purpose of making and selling or distributing and selling gas within the commonwealth, even though subsequently authorized by the department to make or sell electricity or to make, distribute or sell thermal energy, provided, however, that such thermal energy will reduce emissions of greenhouse gases in accordance with chapter 21N; further provided, however, that gas company shall not mean an alternative energy provider.

SECTION 28. Subsection (a) of section 1E of said chapter 164, as so appearing, is hereby amended by inserting after the word “standards”, in line 7, the following:-

“for”.

SECTION 29. Said subsection (a) of section 1E of chapter 164, as so appearing, is hereby amended by striking out, in line 10, after the words “billing service,”, lines 10 through 13, and inserting in place thereof the following:-
“compliance with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging use of renewable sources of energy and public health and safety, provided, however, that such service quality standards shall include benchmarks for employee staff levels and employee training programs for each such distribution, transmission, and gas company.”

SECTION 30. Section 11 of said chapter 164, as so appearing, is hereby amended by striking out, in line 6, the following words:-

“be authorized to”.

SECTION 31. Said chapter 164, as so appearing, is hereby amended by inserting after section 1K the following section:-

Section 1L. No right to exclusive service or franchise established within Section 1B or elsewhere in this chapter shall prevent a municipality, an agency of the commonwealth or private electric or gas customers within the service territory of an electric or gas company from procuring local or district energy services, establishing an energy microgrid, or utilizing public rights of way for the purposes of energy generation or resiliency.

SECTION 32. Section 5 of said chapter 164, as so appearing, is hereby amended by striking out, in line 9, the words “will be promoted thereby” and inserting in place thereof the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy will be promoted thereby.”
SECTION 33. Subsection (a) of section 8A of said chapter 164, as so appearing, is hereby amended by striking out the words “convenience will be promoted thereby;”, in lines 13 and 14, and inserting in place thereof the following:-

“health, safety and convenience will be promoted thereby, and that the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy will be promoted thereby;”

SECTION 34. Section 69H of said chapter 164, as so appearing, is hereby amended by striking out, in line 6, the following words “at the lowest possible cost” and inserting in the place thereof the following:-

“and public health and safety at the lowest possible cost in compliance with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 35. Said section 69H of chapter 164, as so appearing, is hereby amended inserting after the word “environmental”, in line 7” the following words:-

“and public health and safety”.

SECTION 36. Said section 69H of chapter 164, as so appearing, is hereby further amended by inserting, in line 13, after the word “facilities” the following:-

“, subject to the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 37. Section 69I of said chapter 164, as so appearing, is hereby amended by inserting, in line 11, after the words “electric companies” the following:-
“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy”.

SECTION 38. Said section 69I of said chapter 164, as so appearing, is hereby further amended by inserting, in line 11, after the words “electric companies” the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 39. Subparagraph (2) of said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 37, the words “and energy policies as adopted by the commonwealth” and inserting in place thereof the following:-

“and the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy and other energy policies as adopted by the commonwealth.”

SECTION 40. Subparagraph (3) of said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in lines 48 through 49, the words “impact of each proposed facility” and inserting in the place thereof the following:-

“and public health and safety impact of each proposed facility and its emission of greenhouse gases;”

SECTION 41. Said subparagraph (3) of section 69I of chapter 164, as so appearing, is hereby further amended by inserting, in line 56, after the words “radiation impact,” the following words:-

“public health and safety impact.”.
SECTION 42. Said subparagraph (3) of section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 63, the following words: “impacts, facilities agreements and” and inserting in the place thereof the following words:—

“and public health and safety impacts, emissions of greenhouse gases, facilities agreements and compliance with the mandates of chapter 21N to reduce greenhouse gases by reducing energy use, increasing efficiency and encouraging renewable sources of energy and other”.

SECTION 43. Said section 69I of chapter 164, as so appearing, is hereby further amended by striking out, in line 78, the following words “, environmental protection,” and inserting in place thereof the following:—

“and safety, environmental protection, reduction in greenhouse gas emissions as mandated by chapter 21N by reducing energy use, increasing efficiency and encouraging renewable sources of energy,”.

SECTION 44. Said section 69I, of said chapter 164, as so appearing, is hereby further amended by inserting, in line 82, after the words “impact on the environment” the following words:—

“and public health and safety”.

SECTION 45. Said section 69I of said chapter 164, as so appearing, is hereby further amended by inserting, in line 109, after the word “interest” the following words:—
“; provided, however, that such exemption complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging use of renewable sources of energy.”

SECTION 46. Section 70 of said chapter 164, as so appearing, is hereby amended by inserting, in line 9, after the word “nuisance.” the following:-

“For the purposes of this section, damage to property shall include any tree on public property damaged or killed by gas migrating into the root zone of such tree, as defined as the area of the ground under the canopy of such tree; or by construction during the course of repairing or replacing gas infrastructure. A municipality or person whose property is alleged to have been damaged by a gas company may submit a claim for such damages with the department which shall follow the procedures of chapter 30A for the resolution of any such claim, provided, however, that such claim for damage to a tree as a result of a gas leak must be substantiated by a certified arborist. Nothing in this section shall prevent a municipality from further regulating the opening of streets or the use of public ways by a gas company, or from conditioning the consent of such municipality to dig up and open the ground.”

SECTION 47. Said chapter 164, as so appearing, is hereby amended by striking out section 75 and inserting in place thereof the following section:-

Section 75. (a) The city council, aldermen or selectmen of a municipality may regulate, restrict and control all acts and doings of a corporation subject to this chapter which may in any manner affect the health, safety, convenience or property of the inhabitants of their towns. Beginning in January 1, 2020, a municipality may require an electric company or a gas company to establish or renew a license, permit, right or franchise agreement in accordance with the terms,
conditions and limitations of regulatory acts of the municipality, including the placing of
distribution lines and facilities underground. An electric company or gas company required by
municipal ordinance to establish a franchise agreement shall enact such agreement in order to
retain the exclusive obligation to provide distribution service to all retail customers within its
service territory. Such franchise may be established in 10-year increments and may be
renegotiated and renewed upon expiration or in the year prior to expiration. Under the license,
permit, right or franchise, an electric company or a gas company may be obligated by a
municipality (i) to pay to such municipality fees to raise revenue or to defray any increase in
municipal costs accruing as a result of operations by such company; and (ii) to share data or
information regarding electric or gas infrastructure or operations, provided that such data would
not unreasonably expose Critical Energy/Electric Infrastructure Information as designated by the
Federal Energy Regulatory Commission. Such fees may include, but not be limited to, a sum of
money based upon gross operating revenues or upon gross earnings from the operations of such
company in such municipality so long as such company shall continue to operate in such
municipality, unless upon request at any time of such company, such municipality expressly
releases such company from the obligation. No fees charged pursuant to this section shall be
recoverable by such company in a proceeding conducted in accordance with Section 94 of this
Chapter.

(b) A municipality may file with the department a complaint alleging a breach by an
electric or gas company of its franchise or of any regulation issued by such department. The
department shall investigate any such complaint, including holding a public hearing at which the
municipality shall participate as a party, according to the procedures of chapter 30A. The
department shall issue a written decision describing the resolution of such complaint, which
decision shall be made public.

SECTION 48. Section 76 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 5, after the words “with reference to the” the following words:-

“public health and”.

SECTION 49. Section 76C of said chapter 164, as so appearing, is hereby amended by
inserting, in line 3, after the word “thereof.” the following:-

“In establishing and enforcing such rules and regulations, the department shall comply
with the commonwealth’s plan for statewide greenhouse gas emissions limits as mandated by
chapter 21N to reduce energy use, increase efficiency and encourage renewable sources of
energy.”

SECTION 50. Said chapter 164, as so appearing, is hereby amended by inserting after
section 94I the following section:-

Section 94J. (a) Any base rate proceeding conducted by the department under section 94
for electric companies or gas companies must include full decoupling, as specified in D.P.U. 07-
50-A. The department shall consider the impact of decoupling on the gas or electric company's
return on equity and make any necessary adjustments thereto.

(b) In any base rate proceeding commencing on or after July 31, 2020, the department
may not approve a decoupling mechanism for gas companies based on a revenue per customer
approach, or any other method that disincentivizes customers using fossil fuel for heating and
cooling from converting to use of heat pumps, solar thermal, or other heating or cooling

technologies using renewable sources of energy that do not emit greenhouse gases.

SECTION 51. Section 116B of said chapter 164, as so appearing, is hereby amended by
inserting, in line 5, after the word “accessible” the following words:-

“; provided, further, that the gas company shall comply with the requirements of section
144.”

SECTION 52. Section 141 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 4, after the word “efficiency,” the following words:-

“the replacement of natural gas infrastructure with district energy infrastructure and the
reduction of greenhouse gases as mandated by chapter 21N to reduce energy use, increase
efficiency and encourage renewable sources of energy, including the reduction of lost and
unaccounted for gas as defined in section 147,”.

SECTION 53. Said section 141 of chapter 164, as so appearing, is hereby amended by
inserting, in line 7, after the word “discount.” the following:-

“The department shall not approve rate designs or other plans that include payment by a
gas company or an electric company of fees or other costs associated with membership in trade
associations or similar associations.”

SECTION 54. Section 142 of said chapter 164, as so appearing, is hereby amended by
inserting, in line 3, after the word “power” the following words:-

“and district energy,”.
SECTION 55. Said section 142 of chapter 164, as so appearing, is hereby further amending by striking out, lines 5 to 8, beginning with the words “For the purposes” and inserting in place thereof the following:-

“The department shall issue regulations to expand municipal aggregation provided in section 134 of chapter 164 to authorize a municipality or group of municipalities to establish district energy where it will result in reducing greenhouse gas emissions, reducing consumer cost and improving public health and safety. For the purposes of this section, “efficient, low-emission” shall mean use of the best available energy efficient technology, as determined annually by the department of energy resources, for the purpose of meeting the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 56. Subsection (b)(2) of section 144 of said chapter 164, as so appearing, is hereby amended by striking out, in line 11, the words “whenever appropriate and feasible,”.

SECTION X. Said subsection (b)(2) of section 144 of chapter 164, as so appearing, is hereby amended by inserting, in line 12, after the word “notify” the following words:-

“within an hour or less of detection”.

SECTION 57. Subsection (b)(3) of said section 144 of chapter 164, as so appearing, is hereby amended by striking out, lines 16 through 22, after the word “future”, and inserting in place thereof the following:-

“hazard to be completed as immediately as possible. The gas company shall immediately schedule a completion of repairs, such repair to be completed within 6 months, and the condition
of such leak shall be kept under surveillance at a frequency of not less than once every two weeks until the hazard or source of the leak is eliminated. For the purposes of this section, a Grade 2 leak shall include: (i) any leak migrating into the root zone of a tree, defined as co-extensive with the canopy of such tree; (ii) any leak within 10 feet of any foundation or wall; (iii) any gas-in-air reading of up to 1 per cent in any manhole or confined space; (iv) any leak deemed of sufficient magnitude by the fire chief of a municipality to be hazardous or to be a public nuisance; and (v) any gas leak within 150 feet of a school zone, as defined in subsection (d). A gas company shall notify within an hour or less of detection the fire department and chief law enforcement officer in each city or town where a Grade 2 leak is identified.

(A) A municipality or person whose property is alleged to have been damaged by a gas company may submit a claim for such damages with the department, which shall follow the procedures of chapter 30A for the resolution of any such claim.

(B) Any suspected damage to a tree due to a natural gas leak should be reported to the gas company for mandatory inspection by a qualified arborist. If a qualified arborist determines that a tree is damaged or killed by a natural gas leak, the gas company shall provide the entity which owns the tree with the funds of equal or greater value to replace the compromised tree. The department shall promulgate rules and regulations to implement this section.

SECTION 58. Said subsection (b) (4) of section 144 of chapter 164, as so appearing, is hereby amended by inserting after the word “safety.”, in line 32, the following:-

“A gas company shall notify within an hour or less of detection the fire department and chief law enforcement officer in each city or town where a Grade 3 leak is identified.”
SECTION 59. Said section 144 of chapter 164, as so appearing, is hereby amended by striking out subsection (c), in lines 33 through 48, and inserting in place thereof the following:-

(c) (1) For the purposes of this subsection, a Grade 3 leak identified as having a significant environmental impact shall be defined by the department, and such definition shall include those leaks whose estimated gas emissions per day are in the top 7% of all Grade 3 leaks in the commonwealth.

(2) Upon the undertaking of a significant project on a public way exposing confirmed natural gas infrastructure, and with sufficient notice, a municipality or the commonwealth shall submit written notification of the project to a gas company. In response to such notice from the municipality or upon seeking a permit from a municipality to open a public way for the purpose of repairing or replacing leak-prone infrastructure, the gas company shall survey the project area for the presence of Grade 1 leaks, Grade 2 leaks and Grade 3 leaks identified as having a significant environmental impact and shall set repair and replacement schedules for all known or newly detected Grade 1 leaks, Grade 2 leaks and Grade 3 leaks identified as having a significant environmental impact. The gas company shall provide to such municipality for each such leak, the location, history, and grade classification as defined in this section, and for each such pipeline, the age, type, condition, operating pressure, size and material. Upon completion of any repair or replacement of leak-prone infrastructure, the gas company shall provide to such municipality a report from a certified gas inspector that (i) all pipes are installed at the proper depth and all new joints are sealed; (ii) all gas shutoff valves and gate boxes are uncovered, accessible, operational, tested and capable of accepting a gate key; (iii) the repaired or replaced infrastructure is free from defects that could cause new leaks; and (iv) the repair or replacement has otherwise been properly completed according to state and federal regulations.
SECTION 60. Said section 144 of chapter 164, as so appearing, is here by amended by striking out subsection (d), in lines 49 through 54, and inserting in place thereof the following:-

(d) A gas company shall survey pipelines in every school zone at least once every 12 months or during the next scheduled survey, whichever is sooner. Grade 3 gas leaks detected in a school zone shall be repaired by the gas company no later than 6 months from the date the leak was detected. Grade 1 leaks and Grade 2 leaks shall be repaired as required in subsection (b) of this section. For the purposes of this section, "school zone" shall mean on or within 150 feet of the real property comprising a public or private accredited preschool, accredited Head Start facility, elementary, vocational or secondary school.

SECTION 61. Said section 144 of chapter 164, as so appearing, is here by amended by striking out subsection (e), in lines 55 through 63, and inserting in place thereof the following:-

(e) (1) For the purposes of this subsection, the following words shall have the following meaning:-

“global positioning system,” a positioning system using satellites that continuously transmit coded information. The information transmitted from the satellites is interpreted by receivers to precisely identify locations on earth by measuring distance from the satellites.

(2) As part of the annual service quality standards report required by section 11, each gas company shall report to the department the following data as of the time of the report: (i) the location of each Grade 1, Grade 2 and Grade 3 leak; (ii) the date each Grade 1, Grade 2 and Grade 3 leak was classified; (iii) the dates of repairs performed on each Grade 1, Grade 2 and Grade 3 leak; and (iv) the positioning of each such leak according to the global positioning

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system. A gas company shall specify any reclassification of previously identified leaks in its
annual report.

(3) The annual service quality standards report shall be posted electronically and
publically by March 1 by the department in spreadsheet format, which shall include, or be
accompanied by, definitions of terms or acronyms, methodologies and instrumentation used to
detect a gas leak and to determine its grade, emissions, volume and emissions impact. The report
shall include the cost to ratepayers of (i) lost and unaccounted for gas; (ii) system maintenance;
(iii) leak-prone infrastructure replacements and percent remaining under plans mandated by
subsection (b) of section 145; (iv) safety violations by each gas company, including but not
limited to, over pressurization incidents, third-party hits, and natural force pipe failures, reported
both as absolute numbers as well as by incidents per linear mile of pipe; (v) the cost of replacing
all leak-prone infrastructure as compared to repairing all known gas leaks in the commonwealth;
and (vi) progress by the department and the gas companies regulated under this chapter towards
achieving the targets and benchmarks mandated by chapter 21N. The department shall post a
map of all leaks by grade classification, updated quarterly, showing the location of such leaks
throughout the commonwealth.

SECTION 62. Subsection (f) of said section 144 of chapter 164, as so appearing, is
hereby amended by inserting, in lines 66 through 67, after the word “reporting.” the following:-

“Such oversight and monitoring by the department shall include an annual audit of leak
classifications assessed by gas companies in the commonwealth, to be conducted by a qualified
independent contractor. The independent contractor shall be chosen jointly by the department
and the attorney general. The audit shall include (i) a randomly selected representative sample of
reported leaks; (ii) leak classification; (iii) leak extent measurement; and the (iv) success of the
leak repairs. The department shall make such audit available to the public within 30 days of its
issuance.”

SECTION 63. Said section 144 of chapter 164, as so appearing, is hereby amended by
inserting after subsection (f), the following:-

(g) The department shall promulgate regulations establishing uniform standards for
winter surveillance and patrol of cast iron pipes subject to hazardous frost cap conditions. Such
standards shall meet or exceed federally mandated standards for integrity management
requirements for distribution pipelines and shall include criteria to determine the conditions of
weather, the duration and oscillation of temperatures around and below 32 degrees Fahrenheit,
the type and size of cast iron pipe segments that are prone to cracks and leaks as a result of
extended frost cap conditions and the frequency of surveillance and patrol necessary to ensure
public safety from hazardous leaks caused by such cracks. Such winter surveillance and patrol
standards shall be in effect from December 15 to March 15 unless weather conditions warrant an
earlier start or later end date. Such regulations shall be promulgated by the department within 6
months of the effective date of this provision.

SECTION 64. Subsection (a) of section 145 of said chapter 164, as so appearing, is
hereby amended by inserting, in line 7, after the word “public” the following words:-

“health and”.

SECTION 65. Said subsection (a) of section 145 of chapter 164, as so appearing, is
hereby amended by inserting, in line 14, after the word “proceeding.” the following:- “Such
eligible infrastructure replacement may include replacing natural gas infrastructure with district
energy infrastructure, provided, however, that such district energy infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 66. Section 145 of said chapter 164, as so appearing, is hereby amended by striking out subsection (b) and inserting in place thereof the following subsection:-

(b) A gas company shall file with the department a plan to address aging or leaking natural gas infrastructure within the commonwealth in the interest of public health and safety and reducing lost and unaccounted for natural gas through a reduction in natural gas system leaks by number and by volume.

SECTION 67. Section 145 of said chapter 164, as so appearing, is hereby amended by striking out subsection (c) and inserting in place thereof the following subsection:-

(c) (1) For the purposes of this subsection, a Grade 3 leak identified as having a significant environmental impact shall be defined by the department, and such definition shall include those leaks whose estimated gas emissions per day are in the top 7% of all Grade 3 leaks in the commonwealth.

(2) Any plan filed with the department shall include, but not be limited to: (i) eligible infrastructure replacement or repair of mains, services, meter sets and other ancillary facilities composed of non-cathodically protected steel, cast iron and wrought iron, prioritized to implement the federal gas distribution pipeline integrity management plan annually submitted to the department and consistent with subpart P of 49 C.F.R. part 192; (ii) replacement infrastructure proposed, including gas infrastructure or district energy infrastructure; (iii) an anticipated timeline for the completion of each project; (iv) the estimated cost of each project;
(v) rate change requests; (vi) a description of customer costs and benefits under the plan; (vii) work plans including location by street segments of leak-prone infrastructure scheduled to be replaced as required by this section; (viii) how the replacement infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by reducing energy use, increasing efficiency and encouraging renewable sources of energy, and (viii) any other information the department considers necessary to evaluate the plan. Such improvement of existing infrastructure may include repair rather than replacement of a pipe having a grade 3 leak identified as having a significant environmental impact as classified by section 144 (c), provided, however that such repair shall be cost effective and shall comply with applicable safety regulations related to pipeline infrastructure. Such plan filed with the department may include an alternative other than natural gas to provide thermal energy using renewable sources.

(3) Upon filing an initial plan under this section, a gas company shall include a timeline for removing all leak-prone infrastructure on an accelerated basis specifying an annual replacement pace and program end date with a target end date of either (i) not more than 20 years, or (ii) a reasonable target end date considering the allowable recovery cap established pursuant to subsection (f). The department shall not approve a timeline as part of a plan unless the allowable recovery cap established pursuant to subsection (f) provides the gas company with a reasonable opportunity to recover the costs associated with removing all leak-prone infrastructure on the accelerated basis set forth under the timeline utilizing the cost recovery mechanism established pursuant to this section, provided, however, that no depreciation associated with the replacement of infrastructure delivering natural gas shall be claimed by such gas company after 2050 unless such infrastructure has the capacity to deliver thermal heat from renewable sources of energy. After filing the initial plan, a gas company shall, at 5 year intervals,
provide the department with a summary of its replacement progress to date, a summary of work
to be completed during the next 5 years, a report of any remaining leak-prone infrastructure by
street segment remaining in the service territory of the gas company and any similar information
the department may require. The department may require a gas company to file an updated long-
term timeline as part of a plan if it alters the cap established pursuant to subsection (f).

SECTION 68. Subsection (d) of said section 145 of said chapter 164, as so appearing, is
hereby amended by inserting, in line 63, after the word “public” the following words:-

“health and”.

SECTION 69. Subsection (h) of said section 145 of chapter 164, as so appearing, is
hereby amended by inserting, in line 111, after the word “section.” the following:-

“Such regulations may permit and structure a performance-based financial incentive to a
gas company to build eligible district energy infrastructure, provided, however, that such
infrastructure complies with the mandates of chapter 21N to reduce greenhouse gas emissions by
reducing energy use, increasing efficiency and encouraging renewable sources of energy.”

SECTION 70. Said section 145 of chapter 164, as so appearing, is hereby amended by
inserting after subsection (h) the following subsection:-

(i) Within 30 days of approval of any plan submitted to the department by a gas company
for replacement or improvement of any existing infrastructure pursuant to this section, the
department shall send such plan and such approval to the municipality whose service territory is
covered by such plan.
SECTION 71. (a) There is hereby established within the office of the governor a Clean Energy Transition Commission to make recommendations to the governor and the general court for legislation, regulations and policies to ensure a safe, just and expeditious transition in the commonwealth from energy derived from fossil fuels to energy derived from clean, renewable sources, in order to reach 100% reduction in greenhouse gas emissions below the 1990 level by 2050.

(b) Such commission shall be chaired by the lieutenant governor and shall consist of 25 members appointed or re-appointed by the governor for specific terms in consultation with the president of the senate, the speaker of the house of representatives and the attorney general, reflecting the cultural and geographical diversity of the commonwealth. Such members shall include 2 representatives from the senate, 2 representatives from the house of representatives, the attorney general, the secretary of energy and environmental affairs, the chairman of the public utilities commission, the commissioner of the department of environmental protection, the commissioner of the department of energy resources, 1 representative from the Metropolitan Area Planning Council, 1 expert on solar energy technology and markets, 1 expert on wind energy technology and markets, 1 expert on geothermal energy technology and markets, 1 expert on energy efficiency initiatives, 1 representative of organized labor appointed from a list of three qualified names submitted by the Massachusetts State Labor Council of the AFL-CIO, 1 representative from community-based organizations focused on environmental equity, 1 representative from community-based organizations focused on inter-generational energy equity, 1 representative from faith-based organizations focused on climate change, 1 representative from youth organizations focused on climate change and 2 representatives from environmental advocacy organizations. In addition to the members of the commission, there shall be 1 non-
voting ex-officio member from each of the following: 1 representative of an investor-owned
electric company, 1 representative of an investor-owned gas company, 1 representative of a
district energy company, 1 representative of a renewable energy company, 1 representative of the
Independent Service Operator - New England and 1 representative of the New England Clean
Energy Council. A vacancy on the commission shall be filled in the manner in which the
original appointment was made. Members of the commission shall receive no compensation for
their services. No voting member of the commission shall be employed by a for-profit company
that will directly benefit from decisions made by the commission.

  (c) Such commission shall have such staff as is required, including an executive director
appointed by the governor, to carry out its functions and shall have funding from the
Massachusetts Renewable Energy Trust Fund to hire and convene such staff and experts as it
requires. The executive director with the approval of the lieutenant governor as chair of such
commission shall carry out the administrative work of the commission and shall organize
working groups to execute the mandates of such commission. Members of such working groups
shall be appointed by the chair of such commission upon the recommendations of members of
such commission and shall reflect the cultural and geographic diversity of the commonwealth
and shall include subject matter experts on the specific mandates of the commission.

  (d) Such commission shall meet at minimum once every two months or more often as the
chair directs, shall set annual goals and shall annually hold public hearings throughout the
commonwealth that include opportunities for invited panelists as well as members of the public
to present testimony. Such commission may request from agencies of the commonwealth such
information and assistance as it may require, provided, further that such agencies are authorized
to designate staff and financial resources necessary to carry out the work of such commission.
Such commission shall provide an annual report by October 1 of each year to the governor and
the general court that includes its findings and recommendations for legislative, regulatory and
policy changes to ensure that by 2050 the commonwealth achieves a complete and just transition
from energy derived from fossil fuels to energy derived from non-emitting renewable sources of
energy. Such report shall include any updates to the commonwealth’s clean energy transition
plan. In developing its findings and recommendations, such commission shall authorize and
review research related to its mandates.

(e) Such commission is charged with developing a comprehensive plan to ensure a safe,
just and expeditious transition in the commonwealth from energy derived from fossil fuels to
energy derived from clean, renewable sources, to reach 100% reduction in greenhouse gas
emissions by 2050 from the 1990 level. Such annually updated commonwealth clean energy
transition plan shall include but not be limited to:

(i) an annual status report of the generated, transmitted, distributed and purchased energy
in the commonwealth, and the associated emissions of such energy, prepared by the department
of energy resources. This report shall assemble and integrate existing ISO-NE plans and reports,
private utility industry plans, municipally owned and alternative energy generator reports,
renewable energy company and individual system generation data, transportation system data,
energy efficiency advisory council reports, and any other relevant existing reports or data on the
energy system of the commonwealth. Such status report shall summarize any available energy
use data by industry category. Such status report shall summarize resulting economic costs and
benefits for the commonwealth. Such status report shall report on any emerging challenges in the
commonwealth’s energy system, and shall report on any emerging technologies or innovative
solutions that may impact the Commonwealth’s energy system or prove useful to meeting energy goals;

(ii) an integrated inclusive multi-year energy system transition plan for moving from the latest annual status report to 100% reduction in greenhouse gas emissions by 2050. Such plan shall consider, but not be limited to, public health and safety impacts, economic and equity impacts, the existing and projected demographics of the commonwealth, the built environment, projected impacts of climate change including weather pattern shifts, and stability, resilience, and adaptation for the social, economic, and ecological systems. Such plan shall provide for energy that is reliable, accessible and cost-effective, meeting energy needs through conservation, energy efficiency, energy system optimization, and renewable sources of energy to the maximum extent feasible and complying with the mandates set forth in Chapter 169 of the Acts of 2008; Chapter 298 of the Acts of 2008; Chapter 149 of the Acts of 2014; Chapter 251 of the Acts of 2014; Chapter 188 of the Acts of 2016; Chapter 227 of the Acts of 2018; and this Act. Such plan shall include an annual schedule with renewable energy benchmarks for each energy source, utility, including private, public and municipally owned, energy industry, energy use industry, and energy industry related work force regarding transition and retraining. Such plan shall include an analysis of unmet benchmarks of the previous year including, but not limited to, identification of barriers to success and potential solutions;

(iii) resulting annual recommendations to the governor and to the general court for expeditious adoption of legislative changes, regulatory changes by state agencies, resource allocations needed to ensure that goals are met, and prioritized pilot studies needed to test innovative solutions.
(e) Such commission is a standing commission whose membership and mandates may change but shall continue to function until the commonwealth achieves 100% reduction in greenhouse gas emissions below the 1990 level.
## Indigenous People's Day in place of Columbus Day

### Enacted

<table>
<thead>
<tr>
<th>Name</th>
<th>City/Town</th>
<th>Form of Govt</th>
<th>Ballot Question/TM/Resolution</th>
<th>Year</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amherst</td>
<td>Town</td>
<td>Town Council &amp; Town Manager</td>
<td>Town Meeting Vote approved; Town Council voted to change the name formally</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Brookline</td>
<td>Town</td>
<td>Select Board &amp; Town Manager</td>
<td>Town Meeting Vote approved; Select Board passed resolution</td>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>Cambridge</td>
<td>City</td>
<td>City Council &amp; Mayor</td>
<td>City Council vote</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Northampton</td>
<td>City</td>
<td>City Council &amp; Mayor</td>
<td>City Council vote</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Somerville</td>
<td>City</td>
<td>Mayor</td>
<td></td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Marblehead</td>
<td>Town</td>
<td>Board of Selectmen &amp; Town Administrator</td>
<td>Town Meeting Vote approved; Selectmen passed resolution</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

### Currently Being Asked to Consider

<table>
<thead>
<tr>
<th>Name</th>
<th>City/Town</th>
<th>Form of Govt</th>
<th>Ballot Question/TM/Resolution</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston</td>
<td>City</td>
<td>City Council &amp; Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Framingham</td>
<td>City</td>
<td>City Council &amp; Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newton</td>
<td>City</td>
<td>City Council &amp; Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wellesley</td>
<td>Town</td>
<td>Board of Selectmen &amp; Executive Director</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### School Systems Only

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mashpee</td>
</tr>
<tr>
<td>Pittsfield</td>
</tr>
</tbody>
</table>
Listed below are the holidays and the dates that the Town of Wellesley will observe in 2019.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Observance in 2019</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day 2019</td>
<td>January 1, 2019</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>January 21</td>
<td>Monday</td>
</tr>
<tr>
<td>President’s Day</td>
<td>February 18</td>
<td>Monday</td>
</tr>
<tr>
<td>Patriot’s Day</td>
<td>April 15</td>
<td>Monday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 27</td>
<td>Monday</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
<td>Thursday</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 2</td>
<td>Monday</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>October 14</td>
<td>Monday</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>November 11</td>
<td>Monday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 28</td>
<td>Thursday</td>
</tr>
<tr>
<td>½ Day before Christmas Holiday</td>
<td>December 24</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
<td>Wednesday</td>
</tr>
<tr>
<td>½ Day before New Year’s Holiday</td>
<td>December 31</td>
<td>Tuesday</td>
</tr>
<tr>
<td>New Year’s Day 2020</td>
<td>January 1, 2020</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

This schedule of holidays is based on state law and Town bylaw.

WPS Holiday Schedule 2019 for Central Admin Staff. Teachers & Students Holiday Schedule Differs

<table>
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<th>Holiday</th>
<th>Date of Observance</th>
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<tr>
<td>Memorial Day</td>
<td>May 27</td>
<td>Monday</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
<td>Thursday</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 2</td>
<td>Monday</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>October 14</td>
<td>Monday</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>November 11</td>
<td>Monday</td>
</tr>
<tr>
<td>½ Day before Thanksgiving Holiday</td>
<td>November 27</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 28</td>
<td>Thursday</td>
</tr>
<tr>
<td>Day after Thanksgiving Holiday</td>
<td>November 29</td>
<td>Friday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 28</td>
<td>Thursday</td>
</tr>
<tr>
<td>½ Day before Christmas Holiday</td>
<td>December 24</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
<td>Wednesday</td>
</tr>
<tr>
<td>½ Day before New Year’s Holiday</td>
<td>December 31</td>
<td>Tuesday</td>
</tr>
<tr>
<td>New Year’s Day 2020</td>
<td>January 1, 2020</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

Other Town Sponsored/Recognized Holiday Observances supported by The Board of Selectmen

- Annual Dr. Martin Luther King Jr. breakfast – provided by The World of Wellesley (January)
- Veteran’s Parade – provided by The Celebrations Committee prior to Memorial Day (May)
- Memorial Day recognition events – May 30th
- Veteran’s Day events (November)

Link to Secretary of State website: Massachusetts Legal Holidays: https://www.sec.state.ma.us/cis/cispdf/ma_legal_holiday.pdf
# Massachusetts Legal Holidays

<table>
<thead>
<tr>
<th>Holiday</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>January First</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Monday in January</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Washington’s Birthday</strong></td>
<td>Feb. 18, Mon.</td>
<td>Feb. 17, Mon.</td>
<td>Feb. 15, Mon.</td>
</tr>
<tr>
<td>Third Monday in February</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Patriots’ Day</strong></td>
<td>Apr. 15, Mon.</td>
<td>Apr. 20, Mon.</td>
<td>Apr. 19, Mon.</td>
</tr>
<tr>
<td>Third Monday in April</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Memorial Day</strong></td>
<td>May 27, Mon.** (1A)</td>
<td>May 25, Mon.** (1A)</td>
<td>May 31, Mon.** (1A)</td>
</tr>
<tr>
<td>Last Monday in May**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Independence Day</strong></td>
<td>July 4, Thurs.**</td>
<td>July 4, Sat.** (3)</td>
<td>July 4, Sun.** (3)</td>
</tr>
<tr>
<td>July 4th**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Labor Day</strong></td>
<td>Sept. 2, Mon.**</td>
<td>Sept. 7, Mon.**</td>
<td>Sept. 6, Mon.**</td>
</tr>
<tr>
<td>First Monday in September**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Columbus Day</strong></td>
<td>Oct. 14, Mon.* (2)</td>
<td>Oct. 12, Mon.* (2)</td>
<td>Oct. 11, Mon.* (2)</td>
</tr>
<tr>
<td>Second Monday in October*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Restrictions until 12 noon) (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Veterans’ Day</strong></td>
<td>Nov. 11, Mon.* (2)</td>
<td>Nov. 11, Wed.* (2)</td>
<td>Nov. 11, Thu.* (2)</td>
</tr>
<tr>
<td>November 11th* (Restrictions until 1pm) (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Thanksgiving Day</strong></td>
<td>Nov. 28, Thurs.* (1)</td>
<td>Nov. 26, Thurs.* (1)</td>
<td>Nov. 25, Thurs.* (1)</td>
</tr>
<tr>
<td>Customarily the fourth Thursday in November* (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Christmas Day</strong></td>
<td>Dec. 25, Wed.* (1)</td>
<td>Dec. 25, Fri.* (1)</td>
<td>Dec. 25, Sat.* (1)</td>
</tr>
<tr>
<td>December 25th* (1)</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

* - Full restrictions apply for ALL commerce
** - Restrictions apply except to retail
(1) Liquor Stores must be closed for Thanksgiving and Christmas Days.
(1A) Liquor stores may not open prior to 12:00 noon Memorial Day.
(2) Many companies operate all day on these holidays, pending obtaining a local permit.
(3) All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are observed on Saturday.

Above is a list of all legal holidays observed in Massachusetts. State, county, and municipal offices are closed on the days listed above. Federal offices are only closed on holidays which the federal government recognizes (i.e. New Year’s Day, Martin Luther King, Jr. Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving, and Christmas). The term “federal holiday” is not applicable to individual states and the private sector since each state has jurisdiction over its holidays.

In Massachusetts certain holidays are subject to laws which restrict the type of work that may be performed as well as the kind of business and commercial activities that may remain open. Only those holidays followed by asterisks (*) have certain restrictions. On holidays not followed by asterisks, business and commercial activities may operate as usual.

Please note: Only retail establishments may open during the summer holidays of Memorial Day, Independence Day, and Labor Day. Some businesses may be required to pay premium pay on some holidays. Please contact the Attorney General’s Fair Labor Division at 617-727-3465. The Department of Labor Standards (617-626-6975) oversees the approval of local permits allowing businesses to open on Columbus, Veteran’s Days, Thanksgiving and Christmas when they otherwise could not open for some or all hours on those days.

For further information on holiday laws, contact Citizen Information Service:

Secretary of the Commonwealth  
Citizen Information Service  
One Ashburton Place, Room 1611  
Boston, MA 02108-1512  
Telephone: 617-727-7030  
Toll-Free: 1-800-392-6090  
TTY: 617-878-3889  
Fax: 617-742-4528  
Email: cis@sec.state.ma.us