SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
6:30 pm Tuesday, August 13, 2019

1. 6:30 Call to Order

2. 6:31 Executive Session under G.L c. 30A, §21(A), exemption #3 – to discuss potential litigation with respect to 16 Stearns Road and 680 Worcester Street

3. 6:50 Public Comment

4. 6:52 Announcements

5. 6:55 Fiscal Year End Update

6. 7:15 Police Chief Performance Review

7. 7:30 Discuss and Vote Deputy Police Chief Whittemore’s Contract

8. 7:40 Quarterly Traffic Update
   - Public Hearing to Discuss and Vote 4 Way Stop Bristol/Wynnnewood Roads
   - Public Hearing to Discuss and Vote 4-Hour Parking on a portion of Brook Street
   - Discuss and Vote to Realign Traffic Capital Budget
   - Discuss and Vote On-Call Traffic Consultant Contract

9. 8:25 Executive Director’s Report
   - Vote Minutes
   - Vote One Day Licenses for Babson College
   - Vote Natick Organic Farm Charity Wine License
   - Vote SPED Stabilization Payment Request

10. 8:35 Discuss and Vote to Appoint 323 Washington Street Single Building Historic District Member

11. 8:40 Discuss and Vote SMMA Contract for Hardy/Upham MSBA Project

12. 8:50 Project Updates
   - School Building Committee

13. 8:50 New Business and Other Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Tuesday, September 3, 6:30 pm, Juliani Room
                    Monday, September 9, 7:00 pm in Juliani Room
2  Marjorie: I request a motion that the Board vote to convene in Executive Session for the purposes of discussing contract negotiations with non-union personnel and litigation/potential litigation with respect to the Comprehensive Permit decisions of 16 Stearns Road and 680 Worcester Street and I declare that having such discussions in Open Session would have a detrimental effect on the Town’s bargaining position and potential litigation.

MOVE to enter into Executive Session under G.L c. 30A, §21(A), exemption #3 – to discuss potential litigation with respect to 16 Stearns Road and 680 Worcester Street as the chair has declared that discussion in an open meeting would have a detrimental effect on the litigating position of the Board and to invite Town Counsel Chris Heep and Meghan Jop to participate. Following the adjournment of executive session, the Board will return to open session to discuss the remaining agenda items.

6  MOVE: To approve a pay increase of ___% in the amount of __________ from July 1, 2019 to June 30, 2020.

7  MOVE to approve the annual contract with Deputy Chief Whittemore for FY20 with an annual salary of $163,000.

8  MOVE to amend the Town’s Traffic Regulations by:

**ADDING TO Four Hour Parking,** the following:

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<th>From</th>
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</tr>
</thead>
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<td>Both</td>
<td>Wellesley Avenue</td>
<td>Hampden Street</td>
</tr>
</tbody>
</table>

8  MOVE to amend the Town’s Traffic Regulations by:

**ADDING TO SCHEDULE IV, STOP SIGNS,** the following:

<table>
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<tr>
<th>Location</th>
<th>At</th>
<th>So as to Face</th>
</tr>
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<tbody>
<tr>
<td>Bristol Road</td>
<td>Oakridge Road</td>
<td>Eastbound Traffic</td>
</tr>
<tr>
<td>Bristol Road</td>
<td>Wynnewood Road</td>
<td>Westbound Traffic</td>
</tr>
</tbody>
</table>
8 MOVE to reallocate in the Traffic and Parking Capital Budget $100,000 from the LED light improvements and $100,000 for the Commuter Lot paving to assist with the cost overage of the Brook/Benvenue Intersection Improvements.

8 MOVE to approve the Traffic Committee’s recommendation to select Beta Inc. and Environmental Partners as the Town’s on-call Traffic Consultant and to enter into contracts with said vendors for a period not to exceed 3 years.

9 MOVE to approve the minutes of June 3, June 17, and June 24, 2019.

9 MOVE to approve the 8 requests from Babson College for one day licenses including events on August 23, September 20 and September 21 (Alumni Weekend), October 12, October 17, and November 8.

9 MOVE to approve the Natick Organic Farm Charity Wine License for an event at the Wellesley College Club on September 27, 2019.

9 MOVE that the Board vote to authorize payment of invoices in the amount of $2598.48 to New England Medical Billing for the Town’s Medicaid filing from the SPED Stabilization Fund.

10 MOVE to appoint Jacob Lilley to the 323 Washington Street Single Building Historic District Committee Study Committee.

11 MOVE to approve the contract for SMMA to perform design services for the Hardy/Upham MSBA project.
Tuesday, August 13, 2019

Our meeting will begin on Tuesday at 6:30 pm in the Juliani Room

1. **Call to Order – Open Session**
5. **Fiscal Year End Update**

Sheryl Strother, Finance Director, will be present to recap the FY19 closing. Please find Sheryl’s powerpoint for your review. Please feel free to send along questions to Sheryl and myself in anticipation of Tuesday’s meeting so we can be prepared to address them. Sheryl will be returning to the Board’s next meeting to begin discussions of FY21 budget.

**NO MOTION**
Town of Wellesley
Preliminary Fiscal 2019 Financial results

Board of Selectmen 8-13-19
Preliminary Operating Results

• Local revenues > Budget $3.8 million
• Predicted Health Insurance savings were used to reduce borrowing needs
• Departmental Operating Turnback > Budget $1.9 million
• School encumbered Circuit Breaker instead of turning back $536K
• Reserves increase to estimated 13.5% of revenue
Revenues

$3.8 million variance in local receipts - primarily from:

- Building Permits (Wellesley College) $1.4 million
- Investment income $1.0 million
- Motor vehicle excise $0.8 million
Health Insurance migration

- As forecast, Employee enrollments resulted in savings that were earmarked at ATM to reduce borrowing needs
Departmental Operating Results

- Town $1.6 million ( $570K is employee vacancies)
- School $0.3 million (another $536K retained in Circuit Breaker)
Reserves

- Estimated reserves have increased to 13.5% because of the strong economy.

- Revenue out-performance is primarily ($3.3 million) in three categories that are “one-time” or highly dependent upon the economy.

- Expense turnback associated with employee vacancies should be characterized as “one-time” because department heads hope to eventually hire budgeted staff.
Next steps

- The Board of Selectmen will begin preliminary discussions about recommended reserve levels and guidelines for fiscal 2021 budget development at their meeting on September 9th.
6. **Police Chief Performance Review**

Chief Pilecki will be present for the performance review. The aggregated review is to be presented at the meeting. Although it is ready, based on OML drafts must be either posted online in anticipation of the meeting, or presented at the meeting. The Board’s comments in general were very positive towards the Chief’s performance this year. The Board has the option of delaying the pay increase associated with the performance review until the next meeting, or voting the pay increase at the meeting.

Please find various percentages and the related costs for your consideration.

Chief’s current salary is $177,302

<table>
<thead>
<tr>
<th>Percent Increase</th>
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<tbody>
<tr>
<td>2%</td>
<td>$180,848</td>
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<tr>
<td>2.25%</td>
<td>$181,291</td>
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<td>$181,734</td>
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<tr>
<td>3%</td>
<td>$182,621</td>
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**Motion**

**MOVE: To approve a pay increase of ___% in the amount of __________ from July 1, 2019 to June 30, 2020.**
7. **Deputy Chief Whittemore Contract**

The Board has reviewed Deputy Chief Whittemore contract and in public session will vote the increase in pay, based on a salary adjustment to reflect competitive pay rates of comparable communities. Please find a revised contract for your review with the recommended pay for FY20 from July 1, 2019 to June 30, 2020.

**Motion**

MOVE to approve the annual contract with Deputy Chief Whittemore for FY20 with an annual salary of $163,000.
EMPLOYMENT AGREEMENT BETWEEN TOWN OF WELLESLEY
AND F. SCOTT WHITTEMORE

This Agreement is entered into this ____ day of August, 2019, by and between the Town of Wellesley, a municipal corporation ("Town"), acting by and through its Board of Selectmen, and F. Scott Whittemore, Deputy Chief of Police, provides as follows:

Section I
Functions and Duties of the Deputy Chief of Police

The Town hereby offers to employ F. Scott Whittemore as Deputy Chief of Police of said Town and the Deputy Chief accepts said offer. The Deputy Chief shall perform the duties specified in the Town By-laws, applicable Special Acts, attached job description labeled “Exhibit A” and such other duties as the Board shall from time to time legally assign to him.

Section II
Hours of Work

The Wellesley Police Department is a twenty-four hour, seven-day-a-week operation, and because of the serious nature and sensitivity of its mission, it is recognized that the duties of the Deputy Chief will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position and ensure the efficient operation of the department.

It is recognized that the Deputy Chief must devote a great deal of time outside of normal office hours to the business of the Town, and that, as a result, the Deputy Chief may adjust his normal office hours accordingly with permission from the Chief of Police.

Section III
Benefits

The Deputy Chief shall receive all benefits including vacation, sick leave, holiday leave, personal leave, bereavement leave, family medical leave, small necessities leave, and jury duty leave in accordance with the Town’s personnel policies and procedures which apply to other non-union employees.

The Deputy Chief of Police shall receive six (6) weeks of vacation per fiscal year. The Deputy Chief may carry-over up to two (2) weeks of vacation from fiscal year to fiscal year, but at no time shall accumulate more than eight (8) weeks total. Any vacation time accrued in excess of the eight (8) weeks shall be forfeited without pay.

The Town shall provide the Deputy Chief health and other insurance policies similar to other non-union Town employees. The Town’s contribution towards such insurance policies shall be the same as that made to other non-union Town employees in a similar plan. The Town will provide to the Deputy Chief the same disability and life insurance policies as it does to other non-union Town employees.
Section IV
Compensation

The Town agrees to pay the Deputy Chief for services rendered under this Agreement subject to applicable withholdings and deductions:

FY 20 $163,00

Salary shall be paid in installments at the same time as other employees of the Town are paid. If the Deputy Chief continues in the position after the expiration of this agreement, and there is no successor agreement, he shall continue to receive the latest salary under this section until such time as a new Agreement is reached. This subsection shall survive the termination of this agreement.

Section V
Term

This Agreement shall be effective on July 1, 2019, and shall be in full force and effect until June 30, 2020. Any subsequent agreements shall begin on July 1 of each year and end on June 30 the following year.

Section VI
Indemnification

The Town shall defend, save harmless and indemnify the Deputy Chief against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Deputy Chief, even if said claim has been made following his termination from employment, provided that the Deputy Chief acted within the scope of his duties. The Town shall not indemnify Deputy Chief for acts of gross negligence, fraud or for anything occurring outside of the scope of his employment. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Deputy Chief.

The Town shall reimburse the Deputy Chief for any reasonable attorneys’ fees and costs incurred by the Deputy Chief in connection with such claims or suits involving the Deputy Chief in his professional capacity. This indemnification shall also apply to the Deputy Chief after he leaves the employment of the Town.

This section shall survive the termination of this Agreement.

Section VII
Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Chairman of Board of Selectmen
   525 Washington Street
2. Deputy Chief of Police:  F. Scott Whittemore  
7 Evergreen Avenue  
Wellesley, MA 02482

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section VIII  
Other Terms and Conditions of Employment

All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Deputy Chief as they generally apply to other non-union employees of the Town, in addition to the benefits enumerated herein specifically for the benefit of the Deputy Chief, except as otherwise provided in this Agreement. All other general provisions of the Town’s Bylaws or Personnel Rules and Regulations relating to fringe benefits shall also apply to the Deputy Chief as they apply to other non-union employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Deputy Chief, except as otherwise provided in this Agreement. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

Section IX  
Discipline and Termination

During the term of this Agreement, the Deputy Chief may be disciplined, or terminated upon proper notice and hearing, for good cause. Good cause for the purposes of this Agreement means any reason advanced by the Town that is not arbitrary, capricious, and/or discriminatory, including but not limited to inefficiency, incompetency, ineffectiveness, insubordination, incapacity, failure to meet the Town’s standards and/or expectations, or conduct unbecoming. The principle of progressive discipline is generally applicable, but the Town reserves the right to terminate the Deputy Chief’s employment without the imposition of prior discipline if circumstances warrant. Should the Board of Selectmen not reappoint the Deputy Chief he shall be entitled to reinstatement to the rank of Lieutenant in the Wellesley Police Department.

The Town may terminate the contract with the Deputy Chief at any time prior to the expiration of the term of the Agreement and only for good cause. The Town shall institute removal proceedings in the following manner:

1. Termination will be by notice and hearing as follows. At least ten (10) days prior to any hearing the Deputy Chief shall be provided in writing with the charge(s) made against him, and the evidence which supports said charges, in such specificity so that the Deputy Chief may understand and prepare his defense.

2. After ten (10) days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, on a specific date and time and at a place specified in the written notice, the
Board of Selectmen will conduct a hearing, and the Deputy Chief will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the Deputy Chief. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Deputy Chief in accordance with subparagraph 1 above. During the hearing, the Deputy Chief shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In its decision, the Board of Selectmen shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The Deputy Chief shall be provided with a written notice of the findings and decision of the Board of Selectmen and such notice shall include the relevant facts and reasons for their findings.

The Deputy Chief may be disciplined for good cause by the Chief of Police for actions not resulting in termination in accordance to the Town’s personnel policies and by-laws.

Should the Deputy Chief resign his position at any time prior to the expiration of the term of this Agreement, he shall notify the Board of Selectmen in writing. If the Deputy Chief is leaving office due to retirement, he shall provide the Town with ninety (90 days), or a lesser amount of time as determined by the Board of Selectmen, to allow the Town to consider the appointment of a replacement.

Section X
General Provisions

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Deputy Chief.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

For the purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Deputy Chief is designated as an “exempt employee.”

This Agreement may be amended at any time by written amendment executed by both parties.
IN WITNESS WHEREOF, the Town of Wellesley, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Deputy Chief has signed and executed this Agreement, both in duplicate.

For the Board of Selectmen:

_______________________
Marjorie R. Freiman, Chair
________________________________
Thomas H. Ulfelder, Vice Chair
________________________________
Jack Morgan, Secretary
________________________________
Elizabeth Sullivan Woods
________________________________
Lise Olney
Date: August ___, 2019

For the Deputy Chief:

_______________________
F. Scott Whittemore
Date: August ___, 2019
8. **Quarterly Traffic Update**

Lieutenant Scott Showstead will be present to discuss the quarterly traffic update. The first two items are public hearings. This will require the opening and closing of the hearing by the Chair. Notice has been published in the August 8th editions of the Townsman and notice was sent to abutters within 300 feet.

**Public Hearing 4-Way Stop at Bristol and Wynnewood**
The Traffic Committee received several letters from abutters with concerns raised over entrance and exit into the Upham School. The Bristol and Wynnewood intersection is a 2 way stop at Wynnewood and Oakridge. Bristol has the right away. At the following intersection of Bristol/Lowell it is a 4-way stop. This has been found to be confusing for drivers. Stop signs must have warrants to be installed. Please find a technical memo from VHB on the appropriateness of the installation of the stop signs at this location.

**MOVE to amend the Town’s Traffic Regulations by:**

**ADDING TO Four Hour Parking**, the following:

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**Public Hearing 4-Hour Parking on Brook Street**
The Traffic Committee received a complaint about cars parking along the stretch of Brook Street from Wellesley Avenue to Hampden. The cars are parked all day and are commuters who are parking for free and walking to the Square. There are currently no parking restrictions along this section. Lieutenant Showstead held a meeting with the immediate abutters who were supportive of limiting the parking availability in the area to 4 hours to prevent all day parking for commuters.

**MOVE to amend the Town’s Traffic Regulations by:**

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**Realign Capital Budget**
The Brook and Benvenue intersection improvements were approved by the Board for funding through the Traffic and Parking fund. The Town put this work out to bid twice to find the most favorable bid after the initial bid was well over the original estimate. The realignment of the capital funds is to cover the overage of the bid for the intersection improvements as
well as to pay for the police details required for the work. Please find a short memo from Lieutenant Showstead on this budget request.

**MOVE to reallocate in the Traffic and Parking Capital Budget $100,000 from the LED light improvements and $100,000 for the Commuter Lot paving to assist with the cost overage of the Brook/Benvenue Intersection Improvements.**

**On-Call Traffic Consultant**
The Town currently has two on-call traffic consultants: Beta and VHB. Consultant service contracts are for 3 years. The Traffic Committee recently put the contract out to bid and received 5 responses from Beta, VHB, Environmental Partners, Tighe and Bond, and Green International. Interviews were conducted this week and included Dave Cohen, Dave Hickey, Lieutenant Showstead, Mike Pakstis and myself. The Traffic Committee issued a homework assignment to the prospective consultants on the Café Nero and Wellesley Hills parking lots. This assignment was done so the committee could understand the process for evaluation of the consultants as well as presentation skills. Following the interviews, the top respondents and recommended on-call consultants are Beta and Environmental Partners. The Traffic Committee was very impressed with Environmental Partners and Beta for their creative thinking and exceptional presentations. The Traffic Committee at present intends to move forward with Environmental Partners as the on-call consultant who would work on Peer Reviews and would use Beta as the more insular on-call for Traffic Committee reviews and intersection improvements. Once under contract, the Traffic Committee can use the on-call vendors as they see fit. The consultants are paid from the Traffic and Parking fund and approval to enter contracts rests with the Board. The Traffic Committee has appreciated VHB’s service and depth of experience but felt a smaller firm at this time may better serve the Town. There would be a shift at VHB in project team and the Traffic Committee found the Environmental Partners team stronger. The Town has the ability to review contracts annually and determine whether they would like to proceed or cancel contracts with either or both of the consultants.

**MOVE to approve the Traffic Committee’s recommendation to select Beta Inc. and Environmental Partners as the Town’s on-call Traffic Consultant and to enter into contracts with said vendors for a period not to exceed 3 years.**
Public Hearing Notice

The Board of Selectmen will be holding a public hearing to amend the Town’s Traffic Regulations at on Tuesday, August 13, 2019 at 7:30 p.m., in the Juliani Meeting Room, Town Hall, 525 Washington Street, Wellesley, MA 02482. The following amendments are being proposed:

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</tr>
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Public comment is invited. Written comment may be submitted to the Board of Selectmen, Town Hall, 525 Washington Street, Wellesley, MA 02482 or email to sel@wellesleyma.gov.
New Stop Signs in Blue Box
This technical memorandum presents the methodology and findings of an assessment for potential all-way stop control at the intersection of Bristol Road at Wynnewood Road and Oakridge Road. The intersection of Bristol Road at Wynnewood Road & Oakridge Road is an unsignalized intersection that provides connectivity to nearby schools and residential neighborhoods in the Town of Wellesley. The analysis completed was primarily focused on a safety evaluation of the intersection. Traffic volumes and operations were not reviewed as part of this warrant analysis. The evaluation reviewed existing conditions in terms of safety and provides technical findings.

Existing Conditions

Wynnewood Road and Oakridge Road intersect Bristol Road from the north and south, respectively, to form a four-way, slightly askew unsignalized intersection. Bristol Road is the major roadway running east to west through the intersection and is classified as a local roadway under local jurisdiction. The eastbound and westbound Bristol Road approaches operate freely and consist of one multipurpose lane in each direction. Both Wynnewood Road and Oakridge Road are classified as local roadways and are under local jurisdiction. The Sharpe Road southbound approach and Dalton Road northbound approach operate under STOP control and consist of one multipurpose lane in each direction.

Safety Data

To identify potential crash trends and/or roadway deficiencies in the study area, the most current vehicle crash data for the intersection were obtained from MassDOT for the years 2010 through 2014. It should be noted that not all crashes are reported in the database; those with property damage only totaling less than $1,000 are often not reported. The crash data are included in the attachments to this memorandum.

Crash data were reviewed at the intersection and summarized in Table 1. A total of one crashes were reported during this time frame; one single vehicle collision with a light pole. This type of crash is not considered susceptible to correction by an all-way stop installation.
## Table 1  Crash Summary

<table>
<thead>
<tr>
<th>Crash Characteristics</th>
<th>Number of Crashes</th>
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<td>Rear-end</td>
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<td>Sideswipe, opposite direction</td>
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<td>Sideswipe, same direction</td>
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<td>Single vehicle crash</td>
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<tr>
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</tr>
<tr>
<td><strong>Non Motorist (Bicyclist, Pedestrian)</strong></td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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</table>
Sight Distance

VHB reviewed sight distance at the intersection to determine if deficiencies in sight distance may be present at the intersection. Both intersection sight distance (the desired distance) and stopping sight distance (the minimum required distance) were evaluated. Intersection sight distance is the minimum distance needed for a vehicle at a stop sign to perceive and react to a vehicle traveling along the major roadway. Stopping sight distance is the minimum sight distance required for a vehicle traveling along the major roadway to perceive and react to a vehicle entering that roadway from an intersection. Stopping sight distance is often considered the minimum required distance because the traveling vehicle should be able to stop in adequate time to avoid a collision. However, intersection sight distance is desirable to ensure the stopped vehicle has adequate sight distance to make a proper decision. A deficiency would occur if, based on the standards set forth in the AASHTO “Green Book” there was not adequate sight distance provided along any of the intersection approaches.

As shown by the results presented in Table 2, stopping sight distance was noted to be adequate along each approach to the intersection. However, intersection sight distance was noted to be deficient for left and right-turn movements exiting Wynnewood Road as well as left-turn movements exiting Oakridge Road. It should be noted that the minimum required intersection sight distance is equal to the required stopping sight distance. In this case, the left-turn movements exiting Oakridge Road have adequate sight distance to complete the maneuver. However, left and right-turn movements exiting Wynnewood Road are still not sufficient to complete these movements. Sight distance deficiencies for left and right-turn movements exiting Wynnewood Road and left-turn movements exiting Oakridge road are due to the vertical and horizontal curve along the westbound approach of Bristol Road.

Table 2  Sight Distance Analysis Summary

<table>
<thead>
<tr>
<th>Location</th>
<th>Stopping Sight Distance</th>
<th>Intersection Sight Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Traveling</td>
<td>Required</td>
</tr>
<tr>
<td>Wynnewood Road</td>
<td>Eastbound</td>
<td>200’</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>200’</td>
</tr>
<tr>
<td>Oakridge Road</td>
<td>Eastbound</td>
<td>200’</td>
</tr>
<tr>
<td></td>
<td>Westbound</td>
<td>200’</td>
</tr>
</tbody>
</table>


Evaluation of Proposed Traffic Control

VHB conducted an all-way stop warrant analysis for the intersection to determine if the safety conditions are deficient enough to consider an all-way stop controlled intersection. The methodology used to determine if all-way stop

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1 American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2011.
control is warranted is based on the criteria set in the Manual on Uniform Traffic Control Devices (MUTCD)\(^2\). There are four warrants along with additional consideration criteria, defined in the MUTCD. The warrants consider the roadway geometry, traffic volume entering the intersection, and speeds. The warrants include:

**Guidance:**

- Interim Measure Warrant: Installing an all-way stop as an interim measure when more comprehensive improvements are being designed.
- Crash Experience Warrant: Installing an all-way stop as a countermeasure to correct vehicle crashes susceptible to correction by an all-way stop. Five or more crashes must occur in a 12-month period.
- Eight Hour Volume Warrant: The vehicular volume entering the intersection from the major street (both approaches) is at least 300 vehicles per hour for any eight hours and during those same hours, the combined vehicular, pedestrian, and bicycle volume entering from the minor street approaches is at least 200 per hour. The average delay due to minor street traffic should be at least 30 seconds per vehicle during the highest hour.
- Eighty Percent Minimum Warrant: Where no single criterion is satisfied, but all criteria above are satisfied to 80 percent of the minimum values (Note, if the 85\(^{th}\) percentile approach speed is greater than 40 mph, 70 percent of the minimum values is acceptable).

**Options:**

- The need to control left-turn conflicts.
- The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.
- Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
- An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Table 3 presents the results of the four warrants analysis completed for the intersection. An all-way stop control is not justified at the intersection based on the crash experience, however, it may be considered based on sight distance deficiencies.

Table 3  Traffic Signal Warrants Analysis Summary

<table>
<thead>
<tr>
<th>Type of Warrant</th>
<th>Meets Warrant?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Guidance</strong></td>
<td></td>
</tr>
<tr>
<td>Interim Measure Warrant</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Crash Experience -Right Angled Collisions Warrant</td>
<td>No</td>
</tr>
<tr>
<td>Eight Hour Volume Warrant</td>
<td>Not applicable</td>
</tr>
<tr>
<td>80-Percent Minimum Warrant</td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>Option</strong></td>
<td></td>
</tr>
<tr>
<td>Left-Turn Control</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Vehicle/Pedestrian Conflicts</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Sight Distance Deficiency</td>
<td>Yes</td>
</tr>
<tr>
<td>Traffic Operation Improvements</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

Summary

VHB conducted an all-way stop warrant analysis for the potential all-way stop control at the intersection of Bristol Road at Wynnewood Road and Oakridge Road. This analysis primarily focused on a safety evaluation of the intersection. Traffic volumes and operations were not reviewed as part of this warrant analysis. Under 2017 conditions the intersection does not meet warrants for an all-way stop control based on guidance for crash experience at this intersection. Crash data collected from the MassDOT database indicate that only one crash was experienced at this intersection over the past five years and this crash is not considered susceptible to correction by all-way stop installation. However, the town may consider providing an all-way stop control to mitigate the shortfall of adequate intersection sight distance. Although an all-way stop is not warranted, the regulations set forth in the Manual of Uniform Traffic Control Devices\(^3\) allow the town to consider all-way stop installation in locations where "a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop." This statement is valid for left and right-turn movements exiting Wynnewood Road. The required minimum stopping sight distance is available for all approaches of the intersection. The town may also consider installation of an all-way stop in locations where there is a need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes. It is noted that the intersection is within proximity to the Upham Elementary School, although high pedestrian activity is limited to certain times of the day and year and would need to be reviewed to ensure its validity.

Based on field observations and the analysis presented above, the intersection of Bristol Road at Wynnewood Road & Oakridge Road, VHB would support installation of a all-way STOP at this location to mitigate the limited intersection sight distance and pedestrian conflicts.

\(^3\) Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD), 2009.
July 30, 2019

Proposed Four Hour Parking Limitation
Brook Street between Wellesley Avenue and Hampden Street

The Board of Selectmen will be holding a public hearing to amend the Town’s Traffic Regulations at on Tuesday, August 13, 2018 at 7:30 p.m., in the Juliani Meeting Room, Town Hall, 525 Washington Street, Wellesley, MA 02482. The following amendments are being proposed:

**ADDING TO Four Hour Parking**, the following:

<table>
<thead>
<tr>
<th>Location</th>
<th>Side</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brook Street</td>
<td>Both</td>
<td>Wellesley Avenue</td>
<td>Hampden Street</td>
</tr>
</tbody>
</table>

The Traffic Committee has recommended the installation of four hour parking along Brook Street from Wellesley Avenue to Hampden Road after receiving complaints of commuters parking along the particular stretch of road.

If you cannot attend the meeting, but would like to send comments in advance of the meeting, please contact Lieutenant Scott Showstead at sshowstead@wellesleyma.gov 781-489-6664.
Both Sides Brook Street

Proposed 4-Hour Parking
August 9, 2019

Board of Selectmen
525 Washington Street
Wellesley MA 02482

Re: Proposed Four Hour parking limit on Brook Street

Dear Members of the Board of Selectmen:

I am writing to let you know that I oppose limiting parking on Brook Street to just four hours.

In evaluating as to whether parking should be limited in time on a street, I think that the Selectmen should base their decision on whether a limitation on parking will enhance safety, will improve traffic flow, and whether the parking of cars causes a nuisance to residents on the street. In my opinion, none of these reasons apply.

It does not appear that limiting the time of parking cars on Brook Street will enhance safety in any way. In fact, just the opposite may be the case since, on more than one occasion, I have observed cars drag racing, side by side, on Brook Street. If a car had been parked on the street, it would probably have deterred such drag racing.

The parking of cars on Brook Street does not impede traffic flow since there is very little traffic on Brook Street and, for most of the street, there is adequate room for two cars to pass each other even when a car is parked at the side of the road.

I do not see that the parking of cars on Brook Street for more than four hours creates a nuisance for the residents of the street since there are rarely more than one or two cars parked on the street at any one time.

Finally, limiting parking to just four hours could be a major inconvenience to residents of Brook Street since it might limit the time that a caregiver or other helper could park on the street. I realize that the current concern is over commuter parking, but I do not think that a commuter should be discriminated against just because he or she decides to utilize public transportation to go into Boston instead of driving into the city, especially if that commuter is a resident of Wellesley,

Sincerely yours

J. Robert Connor
August 8, 2019

Board of Selectmen
525 Washington Street
Wellesley, MA 02482

Members of the Board,

As you know a surplus of capital in the Traffic and Parking (T&P) revolving account led to the development of several small-scale public works projects to be funded by this account. One of these projects is the reconstruction of the Brook Street, Benvenue Street, and Radcliff Road intersection. This was the largest of the proposed projects with an original estimated cost of $300,000. After bidding the project out on two separate occasions, it was realized that the project would not be able to be fully funded with the currently allotted amount. Based upon the second bidding IW Harding Construction, Co. was hired to undertake the project at a cost of $428,864. This cost did not include the cost for detail officers during construction and post construction landscape/beautification work.

In order to fully fund the project the Traffic Committee is requesting that the BOS reallocate $100,000 that is currently in the T&P capital budget for LED Lights in the commuter parking lots along with $100,000 that is currently in the T&P capital budget for Commuter Parking Lot Paving. These funds were both carried over from last year due to the lighting and paving work being delayed until a more definitive future for the Tailby, Railroad, and Cameron Street Parking Lots has been determined and can help guide where our resources may be best used. Working with the SEC, we also believe that we can get LED lighting for the town’s commuter lots through grant funding rather than T&P capital.

The Traffic Committee anticipates that further funding reallocation may also be needed in the future on a separate project, however, that need is only speculative at this point. Moving the $100,000 from LED Lights (27293918 581545) and Commuter Parking Lot Paving (27293918 581555) to the Intersection Improvement Capital account (27293918) should provide sufficient funding to complete the previously approved public works projects.

The need for these additional funds at this point in time should have no effect on T&P’s operations. The FY19 T&P operating budget returned significant unused funds at the end of the fiscal year while also bringing in a a substantial surplus of revenue over and above the operating budget.

Respectfully,

Lieutenant Scott Showstead
Traffic and Parking Operations
9. **Executive Director’s Report**

**Minutes**

Several sets of minutes are included for your review and comment from June 3, June 17, and June 24, 2019.

**MOTION**
**MOVE to approve the minutes of June 3, June 17, and June 24, 2019.**

**One Day Licenses – Babson College**

Babson College has submitted their fall slate of events for one day licenses. There are 8 events from August through October.

- August 23, 2019 – Blended Learning Capstone BBQ at the Park Manor Quad
- September 20, 2019 – Food and Wine Expo to be located outdoors behind the athletic complex
- September 21, 2019 – Alumni Weekend at various locations including Upper Athletic Fields, Olin Hall Lobby, Hollister Hall, Sorenson Center, and Weissman Foundry
- September 20 and September 21, 2019- Babson Connect Worldwide at the Babson Recreation and Athletic Complex
- September 21, 2019 Alumni Recognition Brunch at Knight Auditorium
- October 12, 2019 – 40th Anniversary Men’s Rugby at Knight Auditorium
- October 17, 2019 – Cutler Center Grand Opening at Babson Commons
- November 8, 2019 – Entrepreneurship Event Forum at Olin Hall, Olin Cafe

**MOTION**
**MOVE to approve the 8 requests from Babson College for one day licenses including events on August 23, September 20 and September 21 (Alumni Weekend), October 12, October 17, and November 8.**

**Natick Organic Farm**

This is Natick Organic Farm’s 18th year holding this event at the Wellesley College Club. Under the ABCC a special license is required to hold a wine auction. The Town and ABCC have never had any issues with this application and staff recommends approval.

**MOTION**
**MOVE to approve the Natick Organic Farm Charity Wine License for an event at the Wellesley College Club on September 27, 2019.**

**SPED Stabilization**

SPED stabilization fund requires approval of both the Board of Selectmen and the School Committee. Enclosed in your packet the current bill from New England Medical Billing. The expenditure is for two expenditures of $739.39 and $1799.09. As you can see, the School Committee has already acted on this item on August 6, 2019 and once the Board has it can be processed for payment.
MOVE that the Board vote to authorize payment of invoices in the amount of $2598.48 to New England Medical Billing for the Town’s Medicaid filing from the SPED Stabilization Fund.
Board of Selectmen Meeting: June 3, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: 2019-046 $3,914,599.96
2019-047 $6,709,447.72

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Executive Director’s Report
5. Memo from NRC re: Appointment to open seat
6. Letter of interest for appointment from Ms. Braun
7. Email correspondence from Mr. Miller re: appointment of Ms. Braun
8. Wellesley West Gateway project proposal
9. Letter from Ms. Olson re: reappointment to Planning Board
10. Resume of Ms. Olson
11. Draft proclamation
12. COA donation report for acceptance
13. DPW gift acceptance request
14. Second Hand Articles Dealer application
15. Draft BOS Letter to MassDOT
16. NRC Letter to MassDOT
17. MassDOT 2020-2024 Capital Investment Plan Draft
18. Memo from Chief Pilecki re: Drug Enforcement Administration Investigative Achievement Award
19. 2019 Boston Marathon Fundraising Totals
20. Correspondence from Mr. Kopelman
21. Memo re: Historic District Commission Reappointments
22. Memo re: Historical Commission Reappointments
23. Letters from Hunnewell Students
24. Email and Map from Kevin Kennedy on Hunnewell Communications to SBC
25. Email from Brandon Schmitt: Trees on Central Street
26. Update on Tailby and Railroad Lot listening tour

1. **Call to Order**

Mr. Morgan, Chair, called the meeting to order at 7:01 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.

2. **Public Comment**

None.
3. **Executive Director’s Update**

Ms. Jop recognized the Hunnewell School students that submitted letters of thanks to the many departments and the Board regarding the fire at the Hunnewell School. She updated the Board regarding the Fire Marshall’s report from the fire. She updated the Board regarding the draft Fire Department Hiring Policy and noted that discussions had been ongoing and a revised draft policy was expected to be presented to the Board at the meeting on June 17th. She presented a draft proclamation for review and approval. She reviewed the gifts for Board acceptance for COA and DPW. She noted that the application for Second Hand Dealers license for approval was in compliance.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the proposed resolution for June 7, 2019 for a retiring Town employee.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the gift in the amount of $1,180 from the Friends of the Wellesley COA for the March Lunch.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the gift of $1,310 for a bench in Fuller Brook Park at the corner of Forest and Seaver Street from Maureen Donlon for a bench and plaque honoring her husband Ed Donlon.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the Second Hand Dealer license to Scrap Gold to Green Cash operating at 64 Hastings Street, Unit 201 to expire April 30, 2020.

Ms. Sullivan Woods thanked Mr. Oliveri the Veterans’ Graves Officer for his work on the Memorial Day events held on May 30th.

Ms. Olney stated she would be holding office hours on Tuesday, June 4th between 9:00 and 11:00 a.m. in the third floor conference room of Town Hall.

4. **Discuss Comments on MassDOT Capital Plan**

Ms. Jop reviewed the background of the MassDOT capital investment plan and noted the Town had not always pushed its projects forward with MassDOT and had been working to provide additional comments for the FY20 plan. She added that staff had drafted a letter regarding the Town’s key initiatives for MassDOT to consider. She noted that the NRC submitted a letter to be included asking MassDOT to include an initiative for litter given the amount of trash that accumulates on Town property, parkland, and schools in close proximity to Route 9. She reviewed several initiatives included in the draft letter including sidewalk repair and maintenance along Route 9, and the Route 9 culvert. The Board discussed the draft and provided comments to be added to the letter.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the letter to MassDOT on the 2020-2024 CIP and to further authorize Jack Morgan to finalize said letter with the Executive Director, Meghan Jop.
5. **Wellesley West Gateway Housing Proposal Presentation and Discussion**

Ms. Dunn and Mr. Mancini of Spear Street Capital joined the Board. Ms. Dunn briefly reviewed the background of Spear Street with relation to owning and operating office space in the Boston area and worldwide. She noted that Wellesley Gateway had been purchased in 2016 and it is fully leased primarily by Harvard Pilgrim and Aetna. She reviewed the background of the request to include additional housing density to the property. She noted retail and additional office space would not be appropriate at the site given the lack of parking; however, initial designs adding approximately 131 residential units would be appropriate. She reviewed the site plan proposal for the units, noting that 25% would be affordable. She noted that additional parking for both the units and the office space would be added to the existing parking deck.

Ms. Jop provided additional background regarding the proposal and the history of the site. She noted discussions with DHCD regarding the site and project proposal that created options for ways the Town could proceed under a 40R redevelopment for the site. She provided additional details for traffic and public transportation opportunities that would be available for the Town with this project. The Board discussed and commented on the project proposal. Ms. Dunn reviewed how the housing concept and overall landscape of the property in the proposal was designed.

Mr. Ward, attorney for Spear Street Capital joined the Board. He briefly discussed the Activity and Use Limitation “AUL” on the property that would require amendments from the state if the project were to move forward. The Board continued to discuss the proposal and its potential impacts for the Town.

Ms. Johnson, Planning Board Chair, joined the Board. She briefly reviewed some concerns she would like to have addressed regarding the site plan proposal.

Mr. Roberti of the Planning Board came before the Board. He noted concerns and issues including traffic and public transportation that would need to be reviewed during the permitting process.

6. **Joint Meeting with Planning Board – Reappoint Associate Planning Board Position**

Planning Board members Ms. Johnson, Mr. Roberti, Ms. Woodward, Ms. Mallett, and Mr. Pinto joined the Board for the joint meeting. Ms. Olson, Associate Planning Board member joined the Board.

Ms. Jop reviewed the original appointment of Ms. Olson to the Associate Member position on the Planning Board. She noted Ms. Olson had expressed interest in reappointment and the Planning Board recommended the reappointment.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (10-0) to convene a Joint meeting with the Planning Board**

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (10-0) to elect Jack Morgan as chair of the joint meeting.**

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (10-0) to elect Catherine Johnson as secretary of the joint meeting.**

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (10-0) to appoint Sheila Olson as the Planning Board Associate Member for a term to expire June 30, 2021.**
Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (10-0) to
dissolve the joint meeting of the Board of Selectmen and Planning Board.

7. **New Business and Correspondence**

None.

8. **Executive Session under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with**

respect to contract negotiations with nonunion personnel (Sheryl Strother, Finance Director)

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board was polled and voted
(all Aye) to enter into Executive Session under MGL C. 30A §21(A), exemption #2 to discuss strategy
with respect to contract negotiations with nonunion personnel Sheryl Strother, Finance Director and
to invite Meghan Jop, Executive Director to participate.

Sullivan Woods – Aye,
Freiman – Aye,
Morgan -Aye,
Ulfelder – Aye,
Olney – Aye

The Board entered executive session at 8:26 pm.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman the Board was polled and voted
(all Aye) to exit Executive Session for the purpose of adjourning.

Sullivan Woods – Aye,
Freiman – Aye,
Morgan -Aye,
Ulfelder – Aye,
Olney – Aye

The meeting was adjourned at 8:56 pm.

The next regular meeting is scheduled for Monday, June 17, 2019 at 7:00 pm in the Juliani Room.
Board of Selectmen Meeting: June 17, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: 2019-048 $1,469,083.31
2019-049 $15,048,956.27

Minutes approved: April 29, 2019
      May 13, 2019
      May 20, 2019
      May 21, 2019

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Draft BOS minutes: 4/29/19
5. Draft BOS minutes: 5/13/19
6. Draft BOS minutes: 5/20/19
7. Draft BOS minutes: 5/21/19
11. Gift information – DPW
12. Italo Club Change of Manager Request
13. CV Application – Next Dine
14. Charge to the School Building Committee
15. Hunnewell Elementary School Feasibility Study
16. Hunnewell School Educational Program
17. Correspondence re: HHU
18. Memo re: 2019 Waterstone Rents
19. Presentation re: Waterstone of Wellesley Rents
20. Regulatory Agreement – Waterstone of Wellesley
21. 2009 Hiring Policy – Fire Department
22. Draft revised Hiring Policy – Fire Department
23. Selectmen Appointment lists – FY20
24. Volunteer form – Jennifer Rixon
25. Volunteer form – Holly Grace
26. Volunteer form – Michael Ryan
27. Memo re: “Select Board”
28. Correspondence from Mr. Schuler
29. Email re: DPU – Gas Leaks
30. DPU Order
31. Future Act Information Sheet
32. Future Act Roadmap
33. Cambridge MA Resolution re: Future Act
34. House Bill re: Future Act
35. Indigenous People’s Day information
36. Holiday observances information
1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 7:00pm 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.

Ms. Sullivan Woods thanked Mr. Oliveri and the members of the Veterans’ community including Pete Jones and the Fire Department for their respectful flag disposal on Flag Day, and reminded the public that if they need to dispose of a flag there is a collection box at Town Hall on the first floor.

2. Public Comment

None.

3. Executive Director’s Update

Ms. Jop announced that Trinity Financial had been continuing their listening tour regarding the Tailby and Railroad Project and a community forum would be held by Trinity Financial as part of their listening tour on June 18th at 6:30 pm at the Community Center. She noted that the Assistant Executive Assistant position posting had closed and the office had received over eighty applications. She briefly reviewed the minutes for approval. Ms. Jop reviewed the gifts for approval, noting that the Wellesley Hills Junior Women’s Club gifts come from grants, and the conditions placed on the grant received by the Recreation Department required Board acceptance.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the minutes of April 29, May 13, May 20, and May 21, 2019 meetings.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) 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.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) 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.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to accept the gift from Terry and Catherine Catchpole for a bench and plaque at Fuller Brook Park in the amount of $1350.

4. Vote Change in Manager, Italo-American Club, 80 Oak Street

Ms. Jop briefly reviewed the change in manager request from the Italo Club. She stated the application was reviewed and approved by staff and upon the Board’s approval the materials would be sent to the State for final approval.
Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the change in manager for the Italo-American Club License from Joe Fortini to Jimmi Bazzari.

5. **Vote Common Victualler License Request, NextDine, 93 Worcester St.**

Ms. Jop provided an overview for the café located at Wellesley Gateway located at 93 Worcester Street, noting the owner also operates a café at the Sun Life location. She noted the application had been reviewed and had received all initial signoffs from departments.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the Common Victualler License for Next Dine at 93 Worcester Street.

6. **Discuss and Vote Vacant 2019 Board/Committee Appointments**

Ms. Jop stated that there were several appointments with terms that would expire at the end of June, and provided an updated list of appointees who had stated they would like to be reappointed to their positions. She added that after review of the appointments, staff had determined several that should be recommended for reappointment for an additional term. She noted there were recommendations to hold a few of the appointee terms for a future meeting. She reviewed the appointees recommended for an additional terms including Cultural Council, Historic District Commission, and the Veterans’ Ceremonial Graves Officer. She noted several appointments were being deferred including those that had not confirmed their desire to serve additional terms. The Board briefly discussed the reappointments based on recommendations from staff and from Boards/Committees.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint:

- Kathleen Vogel to a 3-year term for COA
- Vita Weir to a 3-year Term for Cultural Council
- Edwina McCarthy and Emily Maitin to 3-year terms on the Historic District Commission
- Kepes Panel Committee members each to a 1-year term; Robert Murphy, George Roman, Salvatore DeFazio, Dante DeGruttola, Joel Slocum, Sylvia Hahn-Griffiths
- Joe Oliveri to a 1-year term as Veterans’ Ceremonial Grave Officer
- Philip Juliani and Kevin Flynn each to a 1-year term as Constables
- Robert Kenney and Robert Goldkamp each to a 3-year terms as members of the WHDC
- Walter Adams and Derek Redgate each to 3-year terms as ZBA Associate Members

7. **Discuss and Vote SBC Recommendation for a Newly Constructed Hunnewell School**

Mr. Morgan recognized that members of the SBC, Facilities Department, and SMMA were present and available to answer questions.

Ms. Gray of the SBC, Mr. Pitkin of SMMA, Mr. Bonfatti of Compass, and Mr. McDonough of FMD, joined the Board.

Mr. Ulfelder stated that there would be no formal presentation at the meeting. Mr. McDonough provided a brief review of the feasibility study work that had been performed and noted the large scale of the project and site investigations that had been completed. Mr. Pitkin noted that the team followed the MSBA process
of feasibility study that typically includes schematic design. He added that there would be more planning and developing of the proposed design. The Board discussed the MSBA charge, the feasibility study background, and the process of developing a design option for the project. The Board discussed the design and several elements to be taken into consideration as the design evolved, including the building orientation and consideration of the Library. Mr. Ulfelder stated that the current design had taken into account the requests from the Library, among others, and that additional input would be considered. The Board continued to discuss the proposed current design and the background of the process.

Ms. Sullivan Woods asked that the Board add as a regular agenda item “SBC updates” every few meetings. Mr. Ulfelder stated that he would provide the Board with updates regarding SBC projects more often.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to affirm the vote of the SBC to recommend new construction for the Hunnewell School.

8. **Discuss Renaming Board of Selectmen to Select Board**

Mr. Morgan stated that approximately 80 towns out of 320 had changed to “Select Board” rather than “Board of Selectmen”. Ms. Olney noted that at a recent Massachusetts Municipal Association meeting, there was a robust discussion regarding the topic. Mr. Morgan stated that any change would require Town Meeting action and asked that the discussion be centered on whether the Board would like to bring an action before Town Meeting. Ms. Olney stated she strongly favored making the change and noted that Select Board is a more inclusive term. She noted that in the towns that had made the change there had been little resistance. Ms. Freiman stated that when asked previously she had stated she was not opposed being called a Selectmen, however, she would support the proposal as it aligns with the Board’s diversity pledge. She added that she believed it was important to take a step of showing support for other appointed and elected women. Ms. Sullivan Woods stated she believed the name change was not a high priority for the town but was uncomfortable with the term Select Board and “Select Board Member”. Mr. Ulfelder stated he was in favor of uniformity of terms for the Board and would appreciate additional information from Town Counsel regarding the process of making the change officially. Staff would follow up with additional information from Town Counsel and from other towns including Needham.

9. **Vote Waterstone at Wellesley 2019 Affordable Rent**

Ms. Jop reviewed the background of the Town’s role in working with the Department of Community Housing Development (DHCD) and Waterstone to set affordable rates. She pointed to the compliance report submitted by Waterstone that had been used to set the rates. She provided details regarding the matrix used that had included family size and total income and identified the increase in costs for operating the facility. She stated that she and Ms. Sullivan Woods had worked with Waterstone to reduce the increase from the original proposal included in the compliance report. She detailed the proposed rents for the affordable units, noting the market rate unit rent increases. She reviewed her conversations with Waterstone and commended them for working with the Town to decrease the initial proposal, noting that in other towns most facilities would not negotiate. The Board discussed the rate proposal and the matrix used in the determination.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the Waterstone at Wellesley 2019-2020 rental rates as proposed.

10. **Discuss and Vote Revised Fire Department Hiring Policy**
Mr. Morgan briefly reviewed the background of hiring policies of the Fire Department and the request that the Board work with the Fire Chief and the Fire Union to update the policy. He noted that the policy had not been revised in over seven years. Ms. Jop reviewed the proposed revisions and noted the structure of the Board overseeing the policy development and adoption of policies for the Fire Department. She added that the updates bring the policy more in line with the process followed by the Police Department. The Board discussed the revisions to the hiring policy.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the revised Fire Department Hiring Process as proposed.

11. New Business and Correspondence

The meeting was adjourned at 9:08 pm.

The next regular meeting is scheduled for Monday, June 24, 2019 at 6:30 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: June 24, 2019
Present: Freiman, Sullivan Woods, Morgan, Ulfelder, Olney
Also Present: Jop

Warrants approved: 2019-050 $7,574,967.45

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Executive Director’s Weekly Report
5. Correspondence from NRC Chair
6. Letter of interest from Ms. Braun
7. Letter of support from Mr. Miller
8. Building Dept., transfer request
9. Advisory Committee transfer request
10. 900 Worcester Street Sign Design
11. Cheesy Street Grill Sign Design
12. Sign permit application – 900 Worcester Street
14. Establishing a Local Historic District flow chart
15. CV Take Out Food License Request – Cheesy Street Grill
16. Correspondence re: Indigenous People’s Day
17. Communities with or considering Indigenous People’s Day
18. Wellesley observed holidays
19. State observed holidays
20. Communication re: Referendum options
21. Charge to SBC July 24, 2018
22. Gift Acknowledgement – Recreation
23. Correspondence from Wellesley College re: contribution for new fire truck
24. Volunteer Form
25. Correspondence re: Tailby Lot – Ms. Viechnicki
26. Correspondence re: Tailby Lot – Mr. Shackford
27. June Monthly Parking Meter Report

1. Call to Order

Mr. Morgan, Chair, called the meeting to order at 6:30pm in the Juliani Room.

Mr. Alexander came before the Board and stated he intended to record the meeting.

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

At 6:31 pm, upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted 4-0 to enter into executive session under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy
with respect to contract negotiations with nonunion personnel Sheryl Strother, Finance Director and to invite Meghan Jop to participate.
Freiman-aye,
Sullivan-Woods-aye,
Ulfelder-aye,
Morgan-aye

Ms. Olney arrived to the meeting at 6:40 pm.

The Board returned to open session at 6:50 pm.

3. Executive Session under M.G.L. c. 30A, §21(A), exemption #3 – to discuss strategy with respect to collective bargaining with Local 1795 the Firefighter’s union

Mr. Morgan declared that the discussion of collective bargaining strategies in open session may have a detrimental effect on the Board’s position in bargaining.

At 6:51, upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted 5-0 to enter executive session under M.G.L. c. 30A, §21(A), exemption #3 – to discuss strategy with respect to collective bargaining with Local 1795 the Firefighter’s union as the Chair had declared that an open meeting may have a detrimental effect on the Board’s bargaining position, and to invite Meghan Jop to participate.
Freiman-Aye,
Sullivan Woods-Aye,
Ulfelder-Aye,
Olney-Aye,
Morgan-Aye

The Board returned to open session at 7:12 pm.

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

4. Public Comment

Ms. Crowley of 37 Linden Street came before the Board. She stated she wanted to raise community awareness regarding an email from June 17th regarding the Railroad and Tailby Lot project that would add approximately 150 units of housing to the area. She stated she had been unaware of the proposed project before the email. She stated she believed there should be more information provided to the area neighborhoods through various methods. She added that the neighborhood had experienced significant impacts from developments over the past three years.

Ms. Vicknicky of 5 Poplar Road came before the Board. She stated she has grave issues with the proposal from Trinity for the Tailby Lot project. She stated that the proposed project would impact open space in the area that currently has a green canopy. She added that the removal of trees in the area with the proposal concerned her and specifically asked the Board to hold off on proceeding with the Railroad Lot project.

5. Joint Meeting with Natural Resources Commission (NRC) – Appoint Vacant NRC Position
Ms. McManus, Ms. LaRocque, and Ms. Roberts of the Natural Resources Commission, and Ms. Braun joined the Board.

Ms. LaRocque, Chair called the meeting of the Natural Resources Commission to order at 7:24 p.m.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (8-0) to convene a Joint meeting with the Natural Resources Commission

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (8-0) to elect Jack Morgan as chair of the joint meeting

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (8-0) to elect Regina LaRocque as secretary of the joint meeting

Ms. LaRocque reviewed the background of the vacancy and process of receiving and reviewing the applications by the NRC for filling the vacancy seat. Ms. LaRocque read into the record a letter she sent previously to the Board providing details of the appointment background and request. Ms. Freiman stated she had been present at the interviews for the vacancy and that she was supportive of the appointment. She thanked Ms. Braun for interest in serving the community.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards by a vote of 8-0 voted unanimously to appoint Nancy Braun to the Natural Resources Commission until the next Town Election.

Mr. Morgan stated for the record that the vote to appoint Ms. Braun was unanimous. The Board thanked Ms. Braun.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Boards voted (8-0) to dissolve the joint meeting.

Ms. McManus LaRocque adjourned the Natural Resources Commission meeting at 7:30 p.m.

6. **Vote Year End Transfers**

Ms. Strother, Town Finance Director, joined the Board. She reviewed the requested transfers for the Advisory Committee and the Building Department. She stated that should the Board approve the requests; she would present the transfer requests to the Advisory Committee for final approval.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the transfer from the Compensated Absences account in the amount of $17,300 to the Building Department expense accounts, contingent upon final authorization from the Advisory Committee.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the transfer from the Advisory expense account to Advisory’s personnel accounts in the amount of $2,300 contingent upon final authorization from the Advisory Committee.

7. **Discuss and Vote Finance Director Contract**
Ms. Jop stated the proposed three-year contract for the Town Finance Director included incremental adjustments in salary over the life of the contract; starting in year one with an annual salary of $159,000. She added that there were no changes to vacation time or other benefits in the draft contract. Mr. Morgan expressed his appreciation to Ms. Strother on behalf of the Board, noting that the demands of the position had increased over the last few years.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the employment contract from July 1, 2019 to June 30, 2022 for Sheryl Strother Finance Director/Town Account/Chief Financial Officer.

8. Discuss and Vote Signage Package for Wellesley Sports Center, 900 Worcester Street

Mr. Hannigan of Sunshine Signs, Mr. Shind, Attorney for the Developer, and Mr. DeVellis, Developer of the project joined the Board.

Mr. Ulfelder stated for the record that he and his family have used the services of Mr. Shind for personal real estate matters.

Mr. Shind noted that the project had entered the final stages of permitting and they had recently received a temporary certificate of occupancy for the facility. He pointed to the letter sent to the Board by the Design Review Board that included comments regarding the sign package and that those comments and requests were incorporated in the current sign package. He stated the electronic sign had not been approved by the Design Review Board.

Ms. Jop stated that these signs were required to be approved by the Board because the signs would be on Town-owned land. She reviewed discussions she had with Mr. DeVellis and Mr. Shind regarding the proposed signs. She noted that all recommendations from DRB had been incorporated into the proposal. She described the lighting to be used in the signs, noting they would be similar to the Whole Foods sign. She reviewed the locations of the signs along Route 9 and verified that the locations of the signs would not impact the sightline or interfere with the traffic light to be installed. Mr. Ulfelder asked if the signs would be turned off during the evening hours. Mr. DeVellis stated parking lot lights near the residential area would be phased out during the evening and could discuss turning off the other signs later in the evening. Ms. Olney suggested the light focus on the main sign only and be down-lit. The Board discussed the sign package, how the signs would be lit, and the impact of the signs and light to the neighborhood.

Mr. Shind reviewed the proposal for an electronic messaging sign. He described the location of the proposed electronic sign and the anticipated operation and messaging that would be displayed on the board. He added that the messaging was not expected to be changed often in order to minimize distraction. Mr. DeVellis stated that a similar sign operates at the Worcester facility and further described the types of messaging that would be displayed. The Board discussed the electronic sign proposed. The Board provided feedback regarding the sign and asked that the request for the electronic sign be revised.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the three sign package proposed for 900 Worcester Street as presented with the understanding that the pylon sign will minimize light spill.

9. Appoint Single Building Historic District Study Committee

Ms. Jop reviewed the background of the request to establish the committee. She stated that the Historical Society had purchased 323 Washington Street which provided for two locations for their collections. She
noted that the Society intends to use the space for public events which would require many upgrades to the location. She noted the historic provisions allowed under the building code would not apply to the site. She added that Mass General Laws provide strict guidelines that include presenting a study to the state historical commission. She reviewed the proposed study committee that included members of current boards and commissions in Town. She outlined the steps that would need to be taken after the study is completed. The Board discussed the need for establishing the proposed committee and the upgrades necessary to open the property for public use.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to establish under the provisions of Massachusetts General Law Chapter 40C, General Laws, a Local Historic District Study Committee consisting of (3-7) members, which shall make an investigation and report on the historic significance of the buildings, structures, features, sites or surroundings included in such proposed local historic district as the committee may recommend, and shall submit a final report with its recommendations after a public hearing, together with a map of the proposed district and a draft of the proposed bylaw to Town Meeting. Current members appointed to include Amy Griffin, Thomas Paine, Jared Parker, and Catherine Johnson.

10. Common Victualler Take Out License – Cheesy Street Grill

Ms. Jop reviewed the application for a take out license to be located within the 900 Worcester Street location and would be the main concession stand in the facility. She described where the proposed location would be located inside of the facility.

Mr. Moorhead, the proposed manager of Cheesy Street Grill, joined the Board. He stated he would be the first franchisee of the business and noted two other locations. The Board discussed the application and placement of the restaurant within the facility.

Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to approve the Common Victualler Take Out License for Cheesy Street Grill at 900 Worcester Street, contingent upon final approval by the Board of Health and Building Inspector.

11. Discuss Next Steps Indigenous People’s Day

Mr. Morgan reviewed background information on holidays for Town and School staff. He noted there were several options other towns and cities had taken to change Columbus Day to Indigenous People’s Day. He stated one option for action would be a voter referendum and described that process. Mr. Morgan stated that he believed Wellesley should move to align with other towns in adopting Indigenous People’s Day in replace of Columbus Day. Mr. Ulfelder supported a broader discussion through voter referendum but did not believe individual Board members’ opinions were important to the broader discussion. Ms. Olney stated that she believed if the Board were to initiate a ballot question, additional education in the community would be needed. The Board discussed the options and process of moving forward and the facilitation of educational opportunities.

Mr. Franco of 6 Wellesley Avenue came before the Board. He stated he had previously offered an alternative proposal to the suggested change in holiday. He stated he believed the Board held some responsibility for offering educational opportunities to the community.

Ms. McCullum of 6 Pickerel Terrace came before the Board. She stated she believed the topic was complicated and would require additional clarity of what would be asked of the voters. She believed the
referendum should be in March at the annual Town election and not postponed to a general State election in November, 2020.

12. **Vote to Confirm SBC Appointments**

Mr. Morgan reviewed the background of the SBC charge regarding membership requirements and the role of the Board in voting to appoint members. He noted that the School Committee had voted to appoint Ms. Martin and Advisory Committee appointed Ms. Gard to fill vacancies. Ms. Sullivan Woods stated she believed the Advisory Committee appointment process had not been transparent and felt the Board should not affirm the decision. She asked the Board to vote separately on the two appointments and ask Advisory to formally vote on an appointee. Mr. Morgan stated he did not believe it was the role of the Board to ask Advisory to review its process and formally vote. Ms. Freiman noted that the SBC charge did not dictate a vote of appointments before submitting appointees to the Board. The Board discussed the Advisory appointment process and the Board’s role in affirming appointments to the SBC.

Ms. Sullivan Woods moved that the Board vote separately on each proposed appointment. The motion was unsupported; the Board did not vote.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (4-1, Ms. Sullivan Woods opposed) to appoint Melissa Martin and Mary Gard to the School Building Committee.**

13. **Executive Director’s Report**

Ms. Jop provided an overview of the gifts for acceptance. She noted the gift from Wellesley College for their contribution to the Quint Fire Truck.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to accept the following gifts:**

- $1000 from the Wellesley Junior Women’s Club to the Recreation Department for an afterschool Yoga program.
- $3000 from the Wellesley Junior Women’s Club to the Recreation Department Camp Scholarship Fund
- $150,000 from Wellesley College to assist the Town with the purchase of a Quint Fire Truck.

Ms. Jop noted that one of the outstanding appointments included a Board appointment to the SEC, which Ms. Olney had expressed interest in.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Freiman, the Board voted (5-0) to appoint Lise Olney to the Sustainable Energy Committee for a three-year term.**

14. **New Business and Correspondence**

Ms. Freiman thanked Mr. Morgan for his leadership of the Board as Chair. She noted some of the major business and projects the Board had worked on over the course of the fiscal year under Mr. Morgan’s leadership.
Ms. Sullivan Woods stated that Mr. Joyce, longtime MLP Director, would be retiring at the end of July and asked that the Board prepare a proclamation recognizing his service to the Town.

Ms. Jop reminded the Board and the community that Town Hall summer hours would be in effect beginning July 1st, and that Town Hall would remain open until 6:00 p.m. on Tuesdays and close at noon on Fridays through Labor Day.

The meeting was adjourned at 9:41 pm.

The next regular meeting is scheduled for Tuesday, July 16, 2019 at 7:00 pm in the Juliani Room.
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 6/12/2019    Date of Event: 8/23/2019

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages  ☑ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College
Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310
Name of Event Manager: Molly Joyce   Address: Babson College
Assistant Event Manager:               Address: Babson College

EVENT INFORMATION

Event Name & Description (If multiple events; See Attachment1): Blended Learning Final Capstone late lunch BBQ for Graduate Students

Event Contact: Laura Gavel
Event Date: Friday, August 23, 2019
Event Location: Outside at the Quad at Park Manor Central South and North
Occupancy: 300  Estimated Attendance: 120 Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will
Name of catering service responsible for service of alcoholic beverages:

Chartwells  
Name  
Babson College Campus  
Address  

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College’s long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Laura Gavel  
Printed Name of Applicant

L. G  
Application's Signature

7/15/19  
Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 7/11/19  Date of Event: 9/20/19

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

| Application fee for one or more applications filed on the same date: $25.00 |
| Fee for each license issued: $50.00 |
| Make checks payable to: Town of Wellesley |

The undersigned hereby applies for a Special License for:
- [ ] All Alcoholic Beverages  [x] Wine and Malt Beverages Only

APPLICANT INFORMATION

| Name of Non-Profit Organization: Babson College |
| Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310 |
| Name of Event Manager: Molly Joyce  Address: Babson College |
| Assistant Event Manager: Emily Brodeur  Address: Babson College |

Event Name & Description (If multiple events; See Attachment1): **Food and Wine EXPO**

Event Contact: Lauren Shaffer
Event Date: 9/20/19
Event Location: Behind athletic complex
Occupancy: N/A  Estimated Attendance: 1,000  Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

Chartwells
Name

Babson College Campus
Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

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Babson College

Lauren Shaffer
Printed Name of Applicant

I ts ASSISTANT DIRECTOR, EVENTS

Lauren Shaffer
Applicant’s Signature

7/11/19
Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 6/25/19       Date of Event: 9/21/18

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:
☐ All Alcoholic Beverages   ☒ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College
Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Molly Joyce Address: Babson College, 231 Forest Street, Wellesley, MA 02481
Assistant Event Manager: ______________________ Address: ______________________

Event Name & Description (If multiple events; See Attachment1): Alumni Weekend

Event Contact: Judy Curley

Event Date: 9/21/19

Event Location: Various

Occupancy: Estimated Attendance: (varied) 30 - 600 Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

_________________________  ____________________________
Chartwells                          Babson College Campus
Name                                      Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College’s long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Kristin Wood
Printed Name of Applicant

Its Assistant Director

_________________________  6/25/19
Applicant’s Signature          Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
<table>
<thead>
<tr>
<th>Name of Event/Date</th>
<th>Location</th>
<th>Floor Plan Number</th>
</tr>
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<tbody>
<tr>
<td>1. The Tent</td>
<td>Upper Athletic Fields</td>
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</tr>
<tr>
<td>2. Graduate All Class Reunion Party</td>
<td>Olin Hall – Lobby</td>
<td>2</td>
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<tr>
<td>3. Class of 1979 Reunion Party</td>
<td>Hollister Hall</td>
<td>3</td>
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<tr>
<td>4. Class of 1994 Reunion Party</td>
<td>Sorenson Center/Reynolds Cafe</td>
<td>4</td>
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<tr>
<td>5. Class of 1999 Reunion Party</td>
<td>Weissman Foundry</td>
<td>5</td>
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</tbody>
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OLIN HALL
GROUND FLOOR

Graduate AU Classes
Reunion Party
Weissman Foundation

Class of 1999 Reunion Party 5
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 6/27/19
Date of Event: 9/20/19 & 9/21/19

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages  ☒ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College
Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310
Name of Event Manager: Molly Joyce
Address: Babson College
Assistant Event Manager: Emily Brodeur
Address: Babson College

Event Name & Description (If multiple events; See Attachment1):

Parson Connect Worldwide

Event Contact: Amanda Helen

Event Date: 9/20/19 & 9/21/19
Event Location: Babson Recreation & Athletics Complex
Occupancy: 2000  Estimated Attendance: 900  ( Indoor Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

Chartwells
Name
Babson College Campus
Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College's long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Amanda Hellen
Printed Name of Applicant

Sr. Asst. Director, Events
Applicant's Signature

7/15/19 Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 7/12/2019  Date of Event: __11/8/19_________

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages  ☑ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College

Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Molly Joyce Address: Babson College

EVENT INFORMATION

Event Name & Description (If multiple events; See Attachment1): Babson Entrepreneurship Forum Reception

Event Contact: __Kate Buckman

Event Date: __11/08/19

Event Location: Olin Cafe, Olin Hall

Occupancy: 96  Estimated Attendance: 80 Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
Name of catering service responsible for service of alcoholic beverages:

Chartwells

Babson College Campus

Name

Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

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Babson College

Kate Buckman

Printed Name of Applicant

Lts_Dir. Grad Student Affairs

Applicant’s Signature

7/12/19

Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
<table>
<thead>
<tr>
<th>Name of Event/Date</th>
<th>Location</th>
<th>Floor Plan Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recognition Brunch, Knight Auditorium</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Cutter Center Grand Opening, Babson Commons</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Men's Rugby 40th Anniversary, Knight Auditorium</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
July 24, 2019

Dear Wellesley Board of Selectmen,

I appreciate you taking the time to review our application of a one day license to serve alcohol at our Recognition Brunch. This brunch is a very important part of our reunion weekend each fall.

During this event we honor alumni volunteers who have gone above and beyond to support the College and also who have brought their community members together in their own regions to create their own Babson community away from campus.

This year, we are combining this wonderful event with another, where we induct our Half Century alumni (graduated 50 years ago or earlier). Since these two events have been combined, we no longer fit in the Babson Executive Conference Center where we usually held it. This led to us holding the event in Knight Auditorium, once of our larger spaces on campus.

Each year, to make this event feel special in addition to the program we have a lovely brunch offered and also celebratory mimosas passed to guests. We plan to have these mimosas again this year but since we are no longer at the conference center we have run into the no alcohol before noon rule. Since this is an important brunch to the Babson community and the mimosas are a fun part to the brunch we hope you will consider allowing us to serve them before noon for this event.

The guests will have plenty of food, coffee, juice and water and the mimosas are merely a nice touch to the event. We hope you accept this application so we can provide a wonderful event for our alumni community.

Kind Regards,

Lauren Shaffer
Assistant Director, Events
Babson College
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 7/23/2019  Date of Event: 9/21/2019

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages
☒ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College

Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Molly Joyce  Address: Babson College

Assistant Event Manager: Emily Brodeur  Address: Babson College

Event Name & Description (If multiple events; See Attachment1): Recognition Brunch honoring alumni volunteers and half century alumni (graduated earlier)

Event Contact: Lauren Shaffer

Event Date: 9/21/2019

Event Location: Knight Auditorium

Occupancy: 300  Estimated Attendance: 250  (Indoor/Outdoor (circle one)

An 8X11” floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

Chartwells
Name

Babson College Campus
Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College’s long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Printed Name of Applicant

Assistant Director, Events

Applicant’s Signature

Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204

7/23/2019
Out mimosas served to hand

20 rounds of 20
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 7/18/2019  Date of Event: 10/17/2019

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages  ☑ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College

Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Molly Joyce  Address: Babson College

Assistant Event Manager: Emily Brodeur  Address: Babson College

Event Name & Description (If multiple events; See Attachment1): Babson Cutler Center Grand opening – The Cutler Center for Investments and Finance has a new space on campus and we will be welcoming the Cutler community to it for a reception.

Event Contact: Lauren Shaffer

Event Date: 10/17/2019

Event Location: Babson Commons

Occupancy: 200  Estimated Attendance: 75  Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

________________________  ____________________________
Chartwells          Babson College Campus
Name                Address

Describe steps you have taken to ensure that the employees of the catering service or
the individuals listed above have completed an alcoholic beverage server-training
program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided
prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with
the College’s long-standing practice. The number of officers assigned to a particular
event fluctuates based upon the number of anticipated attendees. Access to event
location is controlled consistent with College policies based upon the type of event,
the location and the number of anticipated attendees.

Babson College

________________________
Lauren Shaffer
Printed Name of Applicant

________________________  ____________________________
Its  Assistant Director, Events          7/15/2019

Applicant’s Signature  Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 07/18/19    Date of Event: 10/12/19

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: $25.00
Fee for each license issued: $50.00
Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐ All Alcoholic Beverages    ☑ Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College
Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310
Name of Event Manager: Molly Joyce    Address: Babson College
Assistant Event Manager: Emily Brodeur    Address: Babson College

Event Name & Description (If multiple events; See Attachment1): 40th Anniversary Celebration for Men's Rugby. Reception and buffet dinner with 2 drink tickets pp and cash bar.

Event Contact: Amanda Hellen
Event Date: 10/12/19
Event Location: Knight Auditorium, Babson Campus
Occupancy: 400    Estimated Attendance: 125    Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.
EVENT INFORMATION

Name of catering service responsible for service of alcoholic beverages:

| Chartwells Name | Babson College Campus Address |

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

Babson College Public Safety Officers are assigned to each event in accordance with the College's long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Amanda Hellen

Printed Name of Applicant

Its Senior Asst Director, Events

Applicant's Signature

7/10/19

Date

RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
NATICK COMMUNITY ORGANIC FARM

is a nonprofit, certified-organic farm providing productive open space, farm products, and hands-on education for all ages year round

July 12, 2019

Town of Wellesley Board of Selectmen
Attn.: Cay Meagher, Administrative Secretary
525 Washington St., 3rd Floor
Wellesley, MA 02482

Dear Town of Wellesley Board of Selectmen,

Natick Community Organic Farm will be holding its 18th annual Harvest Dinner and Auction at the Wellesley College Club on Friday, September 27. In order to solicit donations of wine to serve at the dinner, and to include in a few bottles of wine in the auction, we would like to apply for a Charity Wine Pouring License and a Charity Wine Auction License, as we have every year since 2011. Enclosed please find:

1) Charity Wine Fundraising License Application. Please note that we’ve checked the boxes for a Charity Wine Pouring License and a Charity Wine Auction License
2) Letter from Wellesley College Club confirming that the club is hosting the dinner
3) Certificate of Solicitation On 7/12, the Massachusetts Attorney General Division of Nonprofits/Public Charities issued us a Letter of Good Standing extending our 2018 Certificate of Solicitation through November 15, 2019. We will forward a copy this letter when we receive it. We are including our 2018 certificate.
4) Certificate of Good Standing an updated request was submitted to the Massachusetts Department of Revenue via the MassTaxConnect website on 7/10; the paper copy should arrive in approximately 5 business days. We will forward a copy of this letter when we receive it.
5) Check for $25

Please let me know if you have any questions about our application. My cell phone is (781) 844-6103; my email is trish@natickfarm.org Thank you for your assistance.

Sincerely,

Trish Wesley Umbrell
Assistant Director, Internal Operations
RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE APPROVED BY THE LOCAL LICENSING AUTHORITY BEFORE IT IS SENT TO THE ABCC.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

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

CHARITY NAME: Natick Community Organic Farm

ADDRESS: 117 Elliot St

CITY/TOWN: Natick

STATE: MA

ZIP CODE: 01760

TRANSACTION TYPE (Please check all relevant transactions):
☐ Change of Hours
☐ Change of DBA
☒ Charity Wine License

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396
Charity Wine License Application

1. Qualified Charity Applicant Information:

Name of Applicant: Natick Community Organic Farm
Contact Person: Trish Wesley Umbrell
Address of Applicant: 117 Elliot St
City/Town: Natick
State: MA
Zip Code: 02760
Phone Number: 5086552204
Fax Number: 5086517334

NOTE: 1. Attach Certificate of Good Standing from the Secretary of the Commonwealth
2. Attach a copy of the Certificate of Solicitation from the Public Charities Division of the MA Attorney General's Office (Certificate must be current to the date of the event)

2. Type of License Requested:

☐ Charity Wine Pouring License  ☒ Charity Wine Auction License  ☐ Charity Wine Partnership License

*Donated Wine Only

3. Event Information:

Date(s) of Event: September 27, 2019

These events are only permitted at one of the locations specified below. Please check the one that applies.

☐ Address of Applicant's Corporate Headquarters:

☐ Address of Applicant's Usual Place of Business:

☒ Address of Licensee:
Wellesley College Club, 727 Washington St, Wellesley, MA 02481

Name of Licensee: Wellesley College Club
ABCC License #: 1344000016

*Attach letter of consent from Licensee

Describe Area to be Licensed:

Public dining room

*If additional space is needed, please use the last page*
4. Who Donated Wine:

<table>
<thead>
<tr>
<th>Name</th>
<th>Donated</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARY DEBLOIS, FROM MEMBER</td>
<td>4 CAGES WINE</td>
</tr>
</tbody>
</table>

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate; I hereby acknowledge I have read and understand the attached conditions.

Signature: [Signature]

Date: 7/10/19
Dear Mr. Sacramone,

This letter is to confirm that the Natick Community Organic Farm is holding its Annual Dinner and Auction at the Wellesley College Club at 727 Washington St, Wellesley, MA 02481 on Friday, September 27, 2019 from 6 pm to 10 pm. Please let us know if you require any additional information from us.

Sincerely,

Maria Tzigidis

Director of Catering and Sales
Wellesley College Club*
727 Washington Street
Wellesley, MA 02482

P: 781-283-2706
F: 781-283-3659

mtzigizi@wellesley.edu
http://www.wellesleycollegeclub.com/
Harvest Dinner & Auction
SEPTEMBER 27, 2019 FROM 6:00 PM TO 10:00 PM

Please join Natick Community Organic Farm at our 18th Annual Harvest Dinner & Auction
Wellesley College Club, Wellesley MA

“Spectacular...authentic and intimate...phenomenal!”
Lakeside tasting of sustainable wines, organic and local beer
Oysters, locally-made cheese, tasty hors d'oeuvres
Buffet meal of NCOF’s finest produce and meats
Silent auction and Fund-the-Farm
Live music by Whisper Down the Hollow

Member Reservations: $125
Non-Member Reservation $145
https://events.readysetauction.com/natickcommunityorganicfarm/2019harvestdinner

All proceeds benefit the farm’s Teen Work Crew and Mentoring Teens through Agriculture Programs, where youth develop leadership skills, confidence, self-worth, accountability, and resiliency.

THANK YOU TO OUR SPONSORS

Host Sponsor: The Wellesley College Club  Teen Patron: Wegmans
Teen Backer: Mutual One Bank, Roche Bros
July 11, 2019

NATICK COMMUNITY ORGANIC FARM, INC.
117 Eliot Street
Natick, MA 01760

To Whom It May Concern:

Massachusetts General Laws Chapter 12, Sections 8E and 8F requires all non-profit charitable organizations to initially register and file annual reports with the Non-Profit Organizations / Public Charities Division ("Division") of the Office of the Attorney General. Massachusetts General Laws Chapter 68, Section 19, requires a Certificate of Solicitation from the Division prior to engaging in charitable solicitations.

Please be advised that the NATICK COMMUNITY ORGANIC FARM, INC. is registered with the Division as a public charity and assigned AG # 013765, is up to date with its annual filings, and has a Certificate of Solicitation valid through 11/15/2019.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Scott Welty
Compliance Officer
Non-Profit/Public Charities Division
Business and Labor Bureau
(617) 963-2111

All forms and publications can be found on our website at www.mass.gov/ago/charities.
NATICK COMMUNITY ORGANIC FARM, INC.
117 Eliot Street
Natick, MA 01760

Certificate for Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Attorney General's Division of Non-Profit Organizations/Public Charities. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

Name of organization: NATICK COMMUNITY ORGANIC FARM, INC.
Certificate End Date: 05/15/2019
Attorney General's Account Number: 013765

Issued By
The Division of Non-Profit Organizations/Public Charities
CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NATICK COMMUNITY ORGANIC FARM INC
117 ELIOT ST
NATICK MA 01760-5506

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NATICK COMMUNITY ORGANIC FARM INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau
CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NATICK COMMUNITY ORGANIC FARM INC
117 ELIOT ST
NATICK MA 01760-5506

Why did I receive this notice?
The Commissioner of Revenue certifies that, as of the date of this certificate, NATICK COMMUNITY ORGANIC FARM INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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Visit us online!
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau
Confirmation

Home  Certificate of Good Standing  Confirmation

Contact Us  Frequently Asked Questions  Video Tutorials

Certificate of Good Standing - Confirmation

Confirmation Number: 1-648-221-568
Submitted Date and Time: 7/10/2019 3:03:38 PM

Legal Name: NATICK COMMUNITY ORGANIC FARM INC

Your Certificate of Good Standing application has been submitted. Please print this page and save the confirmation number above for your records. A confirmation email will be sent shortly. The information you provided will be reviewed in a timely manner.

If your submission is approved, the Certificate of Good Standing will be available to download. A copy of the certificate will also be mailed to the address we have on file.

Contact Us
If you need further assistance, please contact the Department of Revenue at (617) 857-6400 or toll-free in Massachusetts at (800) 392-6089. Business hours are 8:30AM to 4:30PM Monday - Friday.

OK  Post Confirmation

© 2019 Commonwealth of Massachusetts | Site Policies | Web Browsers
Town of Wellesley
SPED Stabilization Payment Request

At ATM 2017, the Town accepted Ch 40, S 13E; added by section 24 of Chapter 218 of the Acts of 2016 (Municipal Modernization Act); authorizing the School Department to establish a reserve fund to be utilized to pay, without further appropriation, unanticipated or unbudgeted Special Education costs. Disbursements from this fund require a majority vote by both the School Committee and the Board of Selectmen.

The School Department hired a vendor, New England Medical Billing (N.E.M.B), to file for Medicaid reimbursement for eligible students. Town Meeting agreed to annually appropriate these newly identified receipts into the fund. The fund was started with a transfer of $20,000 from free cash. The School Department will annually advise Town meeting of the amount collected and request the appropriation to the fund.

This form will be used to obtain the approvals required to pay the attached invoices.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Number</th>
<th>Purpose</th>
<th>Invoice #</th>
<th>Date</th>
<th>Amount</th>
<th>Account code</th>
</tr>
</thead>
<tbody>
<tr>
<td>New England Medical Billing</td>
<td>373252</td>
<td>School Medicaid Claiming Fee</td>
<td>WELLE1903</td>
<td>6/19/2019</td>
<td>$739.39</td>
<td>83982203-578010</td>
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<td>New England Medical Billing</td>
<td>373252</td>
<td>School Medicaid Claiming Fee</td>
<td>WELLEFY2018</td>
<td>6/19/2019</td>
<td>$1,799.09</td>
<td>83982203-578010</td>
</tr>
</tbody>
</table>

Authorization

School Committee  
Vote Date: 8/19/19  
Chairman Signature: [Signature]

Board of Selectmen
New England Medical Billing
19 Norfolk Avenue
South Easton, MA 02375

BILL TO
Wellesley Public Schools
40 Kingsbury ST
Wellesley, MA 02481
Attn: Judith Belliveau
Asst Superintendent

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NET RECEIPTS</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Administrative Medicaid Claiming Fees submitted in qtr ending 3/31/19: pmt date 6/18/19</td>
<td>16,058.23</td>
<td>0.045</td>
<td>722.62</td>
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<tr>
<td>School Medicaid Direct Service submitted for qtr ending 3/31/19: pmt date 6/18/19</td>
<td>372.64</td>
<td>0.045</td>
<td>16.77</td>
</tr>
</tbody>
</table>

Thank you for your business.
For questions - call Nancy Dolgin at (508)297-2068 x232

Total $739.39
# New England Medical Billing

19 Norfolk Avenue  
South Easton, MA 02375

## Invoice

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/19/2019</td>
<td>WELLEFY2018</td>
</tr>
</tbody>
</table>

### BILL TO

Wellesley Public Schools  
40 Kingsbury ST  
Wellesley, MA 02481  
Attn: Judith Belliveau  
Asst Superintendent

### TERMS

Due on receipt

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NET RECEIPTS</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Direct Service Cost Report FY 2018; payment date 6/18/19</td>
<td>39,979.71</td>
<td>0.045</td>
<td>1,799.09</td>
</tr>
</tbody>
</table>

Thank you for your business.

For questions - call Nancy Dolgin at (508)297-2068 x232  

| Total | $1,799.09 |
CONTRACT FOR DESIGNER SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

This Contract is made as of this 25th day of July in the year Two Thousand and Nineteen between the Town of Wellesley, acting through its School Building Committee and the Permanent Building Committee with offices in the Facilities Management Department located at 888 Worcester Street, Suite 370, Wellesley, Massachusetts, 02482 hereinafter called "the Owner" and Symmes Main & McKee Associates, Inc. (SMMA) 1000 Massachusetts Avenue, Cambridge, Massachusetts, 02138 hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and Extra Services described herein for Wellesley Public Schools and further described in the Request for Designer Services (RFS) from the Town of Wellesley dated April 3, 2019. The initial scope of the project is the replacement of the Ernest F. Upham and the John D. Hardy Elementary Schools on either of the two existing school sites in order to provide for a full range of programs consistent with state and approved local requirements.

The Designer is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Designer may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer's Project Architect/Engineer:  

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Principal</th>
<th>MBE/WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture</td>
<td>SMMA</td>
<td>Alex Pitkin</td>
</tr>
<tr>
<td>Educational Programming</td>
<td>SMMA</td>
<td>Phillip Poinelli</td>
</tr>
<tr>
<td>Educational Visioning</td>
<td>New Vista Design</td>
<td>David Stephen</td>
</tr>
<tr>
<td>Civil Engineering</td>
<td>SMMA</td>
<td>Erin Prestileo</td>
</tr>
<tr>
<td>Landscape Architecture</td>
<td>SMMA</td>
<td>Peter Lukacic</td>
</tr>
<tr>
<td>Structural Engineering</td>
<td>Steere Engineering</td>
<td>Jon Azevedo</td>
</tr>
<tr>
<td>Fire Protection Engineering</td>
<td>SMMA</td>
<td>Paul Elliott</td>
</tr>
<tr>
<td>Plumbing Engineering</td>
<td>SMMA</td>
<td>Paul Elliott</td>
</tr>
<tr>
<td>HVAC Engineering</td>
<td>SMMA</td>
<td>Andrew Oldeman, PE</td>
</tr>
<tr>
<td>Electrical/Lighting</td>
<td>SMMA</td>
<td>Rafael Gurevich</td>
</tr>
<tr>
<td>Service</td>
<td>Company</td>
<td>Contact Name</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------</td>
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<td>Data/Communications</td>
<td>ART Engineering</td>
<td>Azim Rawji, PE</td>
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<td>Environmental Permitting</td>
<td>SMMA</td>
<td>Erin Prestileo, PE</td>
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<td>Geotechnical Engineering</td>
<td>Nobis Engineering Inc.</td>
<td>Michael Ciance, PE</td>
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<td>Geoenvironmental Engineering</td>
<td>ADS Environmental Engineering</td>
<td>Andrea Stiller, LSP</td>
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<td>Hazardous Materials</td>
<td>Nobis Engineering Inc.</td>
<td>Jeffery Brunelle</td>
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<td>Cost Estimating</td>
<td>A.M. Fogarty</td>
<td>Peter Timothy</td>
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<td>Kitchen/Food Service Consultant</td>
<td>Lisa May Design</td>
<td>Lisa May</td>
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<td>Acoustical Consultant</td>
<td>Acentech</td>
<td>Iona Picleanu</td>
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<td>Specifications Consultant</td>
<td>SMMA</td>
<td>Kristin Norwood</td>
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<td>Library/Media</td>
<td>SMMA</td>
<td>Jenifer Badershall</td>
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<tr>
<td>Technology Consultant/Audio Visual Consultant</td>
<td>Acentech Inc.</td>
<td>Brian Masiello</td>
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<td>Sustainable/Green Design/Renewable Energy Consultant</td>
<td>SMMA</td>
<td>Martine Dion, FAIA, LEED AP BD+C</td>
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<tr>
<td>Code Consultant</td>
<td>Building, Fire and Access</td>
<td>Robert Carasitti</td>
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<td>Accessibility Consultant</td>
<td>SMMA</td>
<td>Anthony Iacovino</td>
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<tr>
<td>Traffic Consultant</td>
<td>BETA Group Inc.</td>
<td>Kien Ho, PE, PTOE</td>
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<tr>
<td>Furniture, Fixtures and Equipment Consultant</td>
<td>Stefura Associates</td>
<td>Lianne Vivilecchia, IIDA</td>
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<tr>
<td>Site Surveying</td>
<td>Nitsch Engineering</td>
<td>Mark Violette, PLS</td>
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IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

(print name)

(print title)

By

(signature)

Date

DESIGNER

Alex C. Pitkin, AIA

(print name)

(print title)

By

(signature)

Date 8/1/2019
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ARTICLE 1: DEFINITIONS

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

APPLICABLE LAWS – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

APPROVAL -- A written communication from the Owner approving the work of the current Phase, as identified on Attachment A, or authorizing the Designer to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – The scope of services to be provided by the Designer under this Contract, unless the Contract is otherwise terminated pursuant to Article 12, as described in Article 7 of this Contract, and as it may be amended pursuant to Article 18.4.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION – The certificate prepared by the Designer and approved by the Owner to the effect that the Work has reached Substantial Completion.

CHANGE ORDER – A written instrument prepared by the Designer and signed by the Owner, Owner’s Project Manager, Contractor or CM at Risk, and Designer, stating their agreement on a change in the Construction Contract Documents, including, but not limited to, a change in the Contract Sum and/or Contract Time, and/or any other specification in the Construction Contract Documents.

COMMISSIONING CONSULTANT – A person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONSTRUCTION CONTRACT DOCUMENTS – The Construction Contract Documents consist of the Owner-Contractor or Owner-CM at Risk Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor or Owner-CM at Risk Agreement relating thereto.
CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted pursuant to M.G.L. c. 149A, §§ 6 & 7, to provide Construction Management at Risk Services.

CONTRACT – This Contract, inclusive of all Attachments, between the Owner and the Designer; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR OR GENERAL CONTRACTOR – The person or firm with whom the Owner has contracted pursuant to M.G.L. c. 149, §§ 44A-44M to perform the construction for this Project.

CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT – The form prescribed by the Owner which contains the Contractor’s or CM at Risk’s application or requisition for periodic or final payment for Work performed in accordance with the Construction Contract Documents and the Designer’s certificate for payment as approved by the OPM and the Owner.

DESIGNER – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7C § 44.

DESIGNER SERVICES – The services to be performed by the Designer and its Subconsultants under this Contract including developing and providing all data, designs, drawings, specifications and estimates required for the Project.

DISTRICT – see “OWNER.”

EXTRA SERVICES – Services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services.
FEASIBILITY STUDY AGREEMENT – The agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – The fee to be paid to the Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

FINAL COMPLETION – The Work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

FINAL DESIGN PROGRAM – A description of the programmatic, functional, spatial, and environmental requirements of the Project in written and graphic form indicating the scope of work and design requirements of the Project.

GENERAL LAWS – The Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or GMP - The agreed total dollar amount for the Construction Management at Risk services, including the cost of the Work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

MATERIALS – The designs, drawings, project manual specifications, and other materials prepared by the Designer as defined in Article 16.1.

MBE/WBE – A minority-owned business (MBE) or a women-owned business (WBE) certified by the Supplier Diversity Office (SDO), formerly the State Office of Minority and Women Business Assistance (SOMWBA).

NOTICE TO PROCEED – The written communication issued by the Owner to the Contractor or CM at Risk authorizing him to proceed with the construction contract and establishing the date for commencement of the contract time.

OWNER – The entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project, or has or will have exclusive control over the site for at least the duration of the useful life of the school facility that is the subject of the Project, and is responsible for administering this Contract.
OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR AGREEMENT – The contract between the Owner and one or more General Contractors and/or goods or services providers for construction of a whole or part of the Project, including approved change orders.

OWNER-CM at RISK AGREEMENT – The contract between the Owner and the CM at Risk, including, but not limited to, the GMP Amendment, for the provision of Construction Management at Risk Services for the Project.

OWNER’S PROJECT MANAGER or OPM – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted to perform the Project Management Services for this Project, and who meets the qualifications of M.G.L. c. 149, § 44A ½ and has been approved by the Authority.

PHASE – A distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – The owner(s) and/or officer(s) of the Designer or Subconsultant who are in responsible charge of the Project.

PROJECT – All work that pertains to the study, planning, programming, design, construction, reconstruction, installation, demolition, maintenance and repair, if any, as described in the Project Scope and Budget Agreement and Project Funding Agreement.

PROJECT ARCHITECT AND/OR PROJECT ENGINEER – The individual designated by the Designer as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the Request For Designer Services, shall be the person who shall oversee the performance of all services provided on the Project and shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT CONSTRUCTION BUDGET – That portion of the Total Project Budget that enumerates the cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, the General Contractor or the CM at Risk and all subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other expenditures that are ordinarily considered as construction cost allocations. The Project Construction Budget includes the design contingency, bidding contingency, and price escalation contingency, as appropriate to the phase of the Project.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT SCHEDULE – A complete list of all activities, time and sequence required to complete the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.
PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

RECORD DRAWINGS – The drawings prepared by the Designer and its Subconsultants pursuant to Article 7.10.5 of this Contract which incorporate the design changes made during the construction period and which incorporate information on the marked-up prints, as-built drawings and other data furnished by the General Contractor or CM at Risk and any subcontractors.

REIMBURSABLE EXPENSES – Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.

REQUEST FOR DESIGNER SERVICES or RFS – The written document appended hereto as Attachment B specifying various requirements including the project goals and general scope, project site, scope of services, submission requirements, schedule, and construction budget.

STANDARD OF CARE – The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity.

SUBCONSULTANT – The Subconsultants listed on page 1 of this Contract, together with any additional Subconsultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project.

SUBCONTRACTOR – The person or entity having a direct contractual relationship with the Contractor, or CM at Risk who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by Law. Subcontractor when used also means “Trade Contractor” except when otherwise specified.

SUBSTANTIAL COMPLETION – The Work, as evidenced by the Certificate of Substantial Completion, is fully complete or substantially complete so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first.

TOTAL PROJECT BUDGET – A complete and full enumeration of all costs of the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

TRADE CONTRACTOR – a subcontractor having a direct contractual relationship with a Contractor or CM at Risk to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149, §44F, and any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

WORK – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties,
responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner’s Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.

2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.

2.3 The Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor’s or CM at Risk’s schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer’s negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner’s Project Manager, the Authority or its Commissioning Consultant or other technical consultants.

2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner’s Project Manager. It is the intention of the parties that the Designer’s services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner’s Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner’s Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner’s Project Manager, Commissioning Consultant and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall have the right to approve the Designer’s work.

3.2 The Owner shall designate an individual who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Designer.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.
3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner’s consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.

3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer’s consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer’s services.

3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.

3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.

3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.

3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.

4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing
herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer’s control, the project design schedule may be extended as necessary, and Designer’s compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.

4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.

4.5 The Designer shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority, now in effect or hereafter promulgated during the term of this Contract, without any additional compensation, that are applicable to Designer’s Services under this Contract and that have been provided or are readily available to Designer prior to such Services being performed. The Owner shall reasonably compensate the Designer for complying with any term or condition of a project agreement executed between the Owner and the Authority or any administrative directive issued by the Authority, that was not provided to or was not readily available to the Designer prior to such Services being performed and that materially impacts the Designer’s scope or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer’s team, including Subconsultants, and the continuity of key members’ participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer’s representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer’s control (such causes shall include if an individual leaves or is no longer associated with the Designer’s firm). If the Designer proposes to replace one of the members of the Designer’s team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer’s team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer’s obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.
4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.

4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer’s obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.

4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.

4.10 Design Within the Project Construction Budget

4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.

4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project’s design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer’s cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.

4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any
amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

(a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or

(b) give written approval to the Designer of an increase in the Project Construction Budget; or

(c) authorize rebidding of the Project within a reasonable time; or

(d) terminate this Contract in accordance with Article 12.3; or

(e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.4 In a Project constructed pursuant to M.G.L. c. 149A, the Designer shall be responsible for managing the design of the Project to stay within the Project Construction Budget. If the GMP proposal submitted by the CM at Risk exceeds the Project Construction Budget, the Designer shall review and compare the Project Construction Budget with the GMP proposal submitted by the CM at Risk to identify the variances. Upon completion of this review, if directed by the Owner, the Designer shall assist the Owner in negotiating a GMP within the Project Construction Budget in accordance with Article 7.7.9. If a GMP cannot be successfully negotiated between the Owner and the CM at Risk within the Project Construction Budget, the Owner shall, with the approval of the Authority:

(a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or

(b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or

(c) terminate this Contract in accordance with Article 12.3; or

(d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project
constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

4.10.6 The Designer must receive written approval of the Owner and the Authority before the Project Construction Budget shall be considered amended.

4.11 Additional Tests and Surveys: The Designer shall be responsible for reviewing the surveys, investigations, testing and reports completed by the Owner and as provided under Article 3.4, and determining the types of additional or expanded surveys, investigations, or testing required for the Project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner. In the event that the Designer employs the services of a Subconsultant to provide such services, the Designer shall employ such Subconsultants who have the professional liability insurance coverage described in paragraph 15.8.1 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. The Designer shall, upon the Owner’s written request, assign to the Owner the Designer’s contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 8 – Extra Services unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

4.11.3 Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions;

4.11.4 Traffic studies.
ARTICLE 5: SUBCONSULTANTS

5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.

5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant’s applicable certificates of insurance.

5.3 No substitution of Subconsultants and no use of additional Subconsultants or assignment of services shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 6: COMPENSATION

6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.

6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Designer and its Subconsultants shall include a provision in which the Owner’s rights to initiate corrective action shall be stipulated.

6.3 Payment Schedule

6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.

6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner’s approval of an invoice from the Designer. The Owner’s payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional
liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

6.4 Installment Payments During Construction

6.4.1 During the construction Phase, the Designer shall be paid the Fee for Basic Services stipulated in Attachment A.

6.4.2 Payments to the Designer during the construction Phase shall be made in equal monthly installments for the duration of the construction Phase. The amount of each payment shall be determined by dividing 95% of the fee for Construction Phase/Final Completion as stipulated in Attachment A by the number of months between the Notice to Proceed and the scheduled issuance of the Certificate of Substantial Completion as indicated in the Project Schedule as approved by the Owner. The Designer shall be entitled to Extra Services in accordance with Article 8.3 should the Project be delayed beyond the 60-day period described in Article 8.3 for reasons beyond the control of the Designer.

6.5 Final Installment: The Designer shall be paid the unpaid balance of the fee for Construction Phase/Final Completion as stipulated in Attachment A (as that fee may be amended), upon compliance with the following requirements:

6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and

6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and

6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and

6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).

6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.
6.6 Substantial Change

6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.

6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer’s acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer’s Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.

6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

ARTICLE 7: BASIC SERVICES

7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.

7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:

(a) approve the submittal as made; or

(b) approve that part of the submittal that is acceptable and reject the remainder; or

(c) reject the submittal; or

(d) require the Designer to submit additional information or details in support of its submittal.

7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.
7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.

7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.

7.2.4 **Electronic Submittals:** In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:

(a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CAD (dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.

(b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.

(c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.

(d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer
purchase new software or train existing employees for the
application of media or software such costs shall be a
Reimbursable Expense but only to the extent that such purchase of
new software or training of existing employees is unique or
exclusive to the particular requirements of the Owner or the
Authority for this particular Project.

(e) The Designer’s compliance with the terms of this Article shall be
performed as part of the Basic Services under the Contract, and
the Designer shall not receive any additional compensation for
providing the Electronic Submittals, (including but not limited to
conversions or copies of software), except as specified herein. The
Designer shall not be responsible for any use of Electronic
Submittals on hardware or software for which it was not intended.
Creation of a Building Information Model is excluded from the
definition of Electronic Submittals; if the Owner requests the
Designer to create such a Model, the parties shall execute a
separate agreement and Designer shall receive Extra Services for
its creation.

7.2.5 In reviewing and preparing all documents for evaluation as part of the Feasibility
Study and/or any other design phase for which the Designer may be authorized, the
Designer shall determine gross area and net areas in the following manner in order to
maintain uniformity in computation and consistency of both gross and net square foot
areas of buildings:

Gross Area: The area included within the outside faces of the exterior walls for all
stories. Custodial areas such as janitor closets, building maintenance and building
employees’ locker rooms, circulation areas such as corridors, lobbies, stairs, and
elevators, and mechanical areas such as those designated to house mechanical and
electrical equipment, utility services, and non-private toilets shall be considered as
part of the gross area, but not part of the net area.

Net Areas: In general, those areas which have a specific assignment
and functional program use as determined by the facility, including,
but not limited to, areas such as cafeterias, auditoriums, libraries,
administrative and classrooms. These shall be measured from the
inside finish of permanent outside walls to the inside finish of corridor
walls, and to the inside finish of intermediate partitions.

7.3 Feasibility Study Phase:

7.3.1 The Designer shall familiarize itself with the Authority’s Guidelines and Standards
for feasibility studies that further specify the work to be performed by the Designer
during this Phase and shall perform its Feasibility Study Phase services in accordance
with such Guidelines and Standards and the provisions of this Contract. The
Designer shall meet with the Owner to arrive at a mutual understanding of the
requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

7.3.2 The Owner is required to ascertain the Authority’s input and approval throughout the study process; therefore, the Designer shall develop and prepare the documentation required by the Feasibility Study to assist the Owner in securing the Authority’s concurrence and/or approval at the following milestones before proceeding to the next milestone (Note that some of the approvals to move to the next milestone require a vote of the Authority’s Board of Directors):

(a) Preliminary design program;

(b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;

(c) Development of alternatives to be studied;

(d) Preliminary evaluation of alternatives;

(e) Final Evaluation of Alternatives;

(f) Recommendation to the Authority’s Board of Directors of the preferred alternative that will be advanced to schematic design.

7.3.3 The Designer shall cooperate with the Owner and the Authority to define and develop a few reasonable, educationally sound, cost effective, and practical solutions for the Owner and Authority’s evaluation that satisfy the Owner’s educational program requirements that were provided by the Owner to the Designer. The alternatives considered shall address the following as a minimum:

(a) Analysis of school district student school assignment practices and available space in other schools in the district; and

(b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and

(c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and

(d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and

(e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and

(f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

7.3.4 Feasibility Study submittals shall be provided pursuant to Article 7.2.2 and shall be subject to the written Approval of the Owner.
7.3.5 The Designer shall present and explain the Feasibility Study to the Owner and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.3.6 The Designer shall meet with the Owner every other week during this Phase.

7.4 Schematic Design Phase

7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program approved in writing by the Owner and the Authority.

7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFS (Attachment B) modified as required by any subsequent schedule changes or delays outside of Designer’s control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner’s and the Authority's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.

7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the “Recommended Preferred Solution” complies with all applicable codes and regulations, including any special design standards supplied by the Authority and its Commissioning Consultant; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.

7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Authority comments and shall include each of the following, to the extent applicable to the Recommended Preferred Solution:

(a) Traffic Analysis - analyze the impact of anticipated vehicular and pedestrian traffic, including impacts to existing infrastructure, to determine efficient and safe site access.
(b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.

(c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.

(d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.

(e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.

(f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.

(g) Massing Study – an analysis of the building’s integration into its surroundings and neighborhood with drawings, models, or photographs.

(h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority’s Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.

(i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).

(j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:

1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.

2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling systems, etc.
units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.

4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.

5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.

(k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.

(l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.

(m) Construction cost estimate - in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.

(n) Siting analysis, including content, traffic and access, topographic and utilities recognition.
(o) Site Development Plan – Site plan shall be at a minimum scale of 1 inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.

(p) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16” =1’-0” showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.

(q) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals. Two (2) additional copies shall be submitted to the Authority by the Designer.

7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.

7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer’s services.

7.4.9 Construction Delivery Method Evaluation and Selection

(a) The Designer shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Designer, in conjunction with the Owner’s Project Manager, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The decision to pursue a particular construction delivery method shall be within the sole discretion of the Owner, subject to the approval of the Inspector General as provided in M.G.L. c. 149A, §4. The services provided by the Designer in assisting and advising the Owner in its determination of the
appropriate construction delivery methodology shall be included in Basic Services.

(b) If the Owner elects to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c. 149A, and has obtained the approval of the Office of the Inspector General to do so, with the Approval of the Owner, this Contract shall be amended using the Authority’s Standard Amendment for CM-R which includes Articles 7.5 through 7.10. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, with the Approval of the Owner, this Contract shall be amended using the Authority’s Standard Amendment for DBB, which includes Articles 7.5 through 7.9.

7.5 INTENTIONALLY OMITTED
7.6 INTENTIONALLY OMITTED
7.7 INTENTIONALLY OMITTED
7.8 INTENTIONALLY OMITTED
7.9 INTENTIONALLY OMITTED
7.10 INTENTIONALLY OMITTED

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

8.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented and approved by the Owner in writing prior to the performance of any Extra Services.

8.1.3 Cost proposals for Extra Services shall be computed in accordance with Attachment A.

8.2 Unless specifically stated elsewhere and only with the prior written Approval of the Owner, the Designer shall perform any of the following services as Extra Services:

8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including
substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

(a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

8.2.3 preparing documents for bidding alternates requested by the Owner, except for a reasonable number and extent of alternates to keep construction costs within the Project Budget which shall be Basic Services;

8.2.4 revising Construction Contract Documents which have been initially submitted and approved in their final and complete form, if general bids (Chapter 149) or subcontractor bids (Chapter 149 or 149A) for work required thereunder are not advertised based on such Construction Contract Documents within four months after initial submission;

8.2.5 services in connection with rebidding if the need to rebid is not attributable to the Designer;

8.2.6 attending meetings with the Owner, Owner’s Project Manager, the Authority, Department of Labor and Workforce Development, the Office of Attorney General, the Office of the Inspector General, or the CM at Risk (if the project is constructed pursuant to M.G.L. c. 149A) in matters of dispute if attendance is required by the Owner, provided such dispute did not arise due to the fault of the Designer;

8.2.7 furnishing other services in excess of Basic Services made necessary by the default or failure of performance of the General Contractor or CM at Risk or Subcontractors;

8.2.8 providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

8.2.9 preparing change orders and supporting data in accordance with Article 10, or modifying the Construction Documents in response to an unreasonable amount of substitutions proposed by the Contractor or CM at Risk, or responding to unreasonable and excessive requests for information (RFIs) by the Contractor or CM at Risk, where such information is available from a careful study and review of the Construction Documents;

8.2.10 assisting the Owner in litigation or claims arising out of the Owner-Contractor Agreement or Owner-CM at Risk Agreement, provided such litigation or claims did not arise due to the fault of the Designer;

8.2.11 performing services during a construction period extended beyond the additional 60 calendar day period, specified in Article 8.3;
8.2.12 performing professional services which are not otherwise required under this Contract as Basic Services;

8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;

8.2.14 providing services in connection with Contractor, CM at Risk or Bidder disputes or questions arising out of the bidding process, unless such protest is a result of an act or omission of the Designer. Such services include research and preparation for and appearance at bid protest hearing and similar proceedings.

8.3 Construction Phase Services Provided after the Original Construction Completion Date

8.3.1 If construction of the Work, or of a project construction phase and/or separate bidding package has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor or Owner-CM at Risk Agreement and as agreed to by the Designer), there shall be added to said construction period a period of sixty (60) calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid for the services described in Article 7.9 and 7.10.1 through 7.10.4 in a CM at Risk Project or for the services described in Articles 7.8 and 7.9.1 through 7.9.4 in a DBB Project.

8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.10.3 (which are fully defined under Article 7.9.2) and 7.10.4 in a CM at Risk Project or for the services described in Articles 7.9.3 (which are fully defined under Article 7.8.2) and 7.9.4 in a DBB Project. The Designer may also be entitled to Extra Services compensation for tasks performed beyond the added sixty (60) calendar days period for tasks related to Article 7.9.1 (d) through (i) in a CM at Risk Project or 7.8.1(d) through (i) in a DBB Project. In any event, the Designer is required to identify and present the anticipated Extra Services contemplated under Article 8.3.2 in accordance with Article 8.1. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period if and to the extent that a binding agreement or decision that results from a dispute resolution proceeding determines that the Designer’s acts or inactions caused the construction period to be extended.

8.4 In the event of an emergency the Designer may proceed to perform Extra Services as required to meet the emergency after obtaining the verbal approval of the Owner. The Designer shall provide a written report to the Owner, as soon after the emergency arises as possible, and such report shall describe the emergency and the Extra Services that were performed.

8.5 Invoices for Extra Services shall be accompanied by a breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of
Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 9: REIMBURSABLE EXPENSES

9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:

9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.

9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.

9.1.3 The cost of printing the bid documents and the related copying, postage, and handling services during a prequalification or bid period.

9.1.4 The cost of reproducing the mylar reproducibles of the construction drawings for use by the General Contractor or CM at Risk in preparing the record drawings.

9.1.5 Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.

9.1.6 Renderings, models, mock-ups, photographs and any other presentation materials.

9.1.7 Other expenses deemed necessary or appropriate by the Owner in writing.

9.2 Non-Reimbursable Expenses: The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.

9.3 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract.

ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

10.1 The Designer shall be entitled to Extra Services compensation for preparing Change Orders initiated by the Owner except as provided in Article 10.3.
10.2 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders to adjust the scope of construction work which arises from existing conditions for which unit prices have been specified in the Construction Contract Documents.

10.3 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders necessary to address errors or omissions by the Designer.

10.4 Change Orders for which the Designer is not entitled to compensation are to be referred to as “no fee change orders.”

10.5 The fact that the Designer is not entitled to compensation for preparing a Change Order shall not limit any legal remedies which the Owner may have for recovering its additional costs necessitated by the Change Order.

**ARTICLE 11: RELEASE AND DISCHARGE**

11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

**ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD**

12.1 Assignment:

12.1.1 The Designer shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in this Article 12), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Designer must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Designer or its assignee from its responsibilities under this Contract. The Owner shall not assign this Contract without the written consent of the Designer.

12.2 Suspension:

12.2.1 The Owner may, at any time, effective upon fifteen (15) business days written notice to the Designer, suspend this Contract. If the Owner provides such written notice, the Designer shall be compensated for Services satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension; invoices for such Services shall be properly submitted, but may be submitted after the date of such notice up to the effective date of suspension.

12.2.2 If a written notice of suspension issued pursuant to sub-paragraph 12.2.1 lasts for more than 90 consecutive calendar days, the Designer may, upon resumption of the Contract, be entitled to additional compensation for actual costs incurred due to such suspension provided that the suspension was not attributable to the Designer’s fault.

12.3 Termination:
12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.

12.4 Suspension or Termination by Designer: By written notice to the Owner and the Authority, the Designer may suspend or terminate (at Designer's sole option) this Contract:

12.4.1 if the Owner, within thirty (30) days following written notice from the Designer of any material default by the Owner under the Contract (including failure to pay in accordance with the Contract), shall have failed to cure such default; or

12.4.2 if, after the Designer has performed all services required during any Phase prior to construction and at least three (3) months have elapsed without receipt by the Designer of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to 12.2.

12.4.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in 12.3.1 above regarding termination without cause.

12.5 No Award of Owner-Contractor Agreement: If the Project is constructed pursuant to M.G.L. c. 149, §§ 44A-44M, the Owner-Contractor Agreement is not awarded by the Owner within one hundred twenty (120) days after the receipt of general bids for the Project and the bids have not been rejected and the Project has not been suspended, the Designer shall be paid through the Bidding Phase as if a contract for construction were awarded according to the payment schedule provided in Attachment A. This Article 12.5 does not apply, however, if the Designer has been directed to perform design revisions pursuant to 4.10.2, for the purposes of bringing the design of the Project within the Project Construction Budget.

ARTICLE 13: NOTICES

13.1 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested (c) by facsimile or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to: [_______________];

If to: [_______________];

If to: [_______________].
or to such other address as the Owner, Authority and Designer may from time to time specify in writing. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip that bears the time and date of request.

**ARTICLE 14: INDEMNIFICATION**

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney’s fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or the breach of this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney’s fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

**ARTICLE 15: INSURANCE**

15.1 The Designer shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner and by the Authority under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Designer or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of the Contract between the Owner and the Designer or for such longer period as required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the
Owner and shall be made available to the Authority upon request. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Designer under this Contract.

15.4 Termination, cancellation, or modification or reduction of coverage or limits by endorsement of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.6 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

15.6.1 The Designer shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

(a) Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

(b) Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of $1,000,000 per occurrence, $2,000,000 aggregate. The Designer shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be included as an additional insured in this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

(c) Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than $1,000,000 combined single limit per accident.
(d) Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.7 Professional Liability

15.7.1 The Designer shall maintain professional liability insurance covering negligent errors and omissions and negligent acts of the Designer and of any person or entity for whose performance the Designer is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter (as calculated in accordance with the terms below in this 15.7.2). The minimum amount of such insurance shall be $2,000,000 per claim/$2,000,000 annual aggregate.

15.7.2 If the policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor or the CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8 Subconsultants

15.8.1 The Designer shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant’s professional liability insurance shall be not less than $2,000,000 per claim/$2,000,000 annual aggregate.

15.8.2 All professional liability policies obtained by Subconsultants shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
15.8.3 If the Subconsultant’s insurance policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8.4 Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

15.9 Liability of the Designer

Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

15.10 Asbestos and Hazardous Materials

15.10.1 Unless otherwise provided in the RFS, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of or for the exposure of persons to oil or hazardous materials in any form at the Project, including but not limited to asbestos-containing materials or other hazardous materials, as defined in MGL c.21E §2.

15.10.2 In the event that the Designer employs the services of a sub-consultant to provide services related to either the testing for asbestos-containing materials or oil or hazardous materials or related to the specification of methods and procedures for the removal or remediation of such asbestos-containing materials or oil or hazardous materials, the Designer shall employ such Subconsultants who have liability insurance coverage covering such services, to the extent that such insurance coverage is generally available to Subconsultants. Upon the Owner’s written request, the Designer shall assign to the Owner the Designer’s contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 9 - Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of
tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the “Materials”), other than the Designer’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as “works made for hire” or otherwise, provided that the Owner complies with its payment obligations under this Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner and the Authority shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer’s services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.

16.2 The Owner and the Authority agree to waive any and all claims against the Designer and, to the fullest extent permitted by law, to jointly and severally defend, indemnify and hold the Designer harmless from and against any and all claims, losses, liabilities and damages incurred by the Owner or asserted by any other entity or individual arising out of or resulting from any use of the Materials on other projects, modifications of the Materials made by the Owner or others and used on this Project, or any reuse or modification of the Materials or any of Designer’s designs, drawings and specifications. The Authority shall be a party to this Contract solely for the purposes of enforcing its rights and obligations under this Article 16.

ARTICLE 17: STATUTORY REQUIREMENTS

17.1 Agent for Service of Process: If the Designer’s principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Owner. There shall be no lapse in such agency for as long as the Designer may have potential liability.

17.2 Truth-in-Negotiations Certificate (M.G.L. c.7C, §51)

17.2.1 If the Designer’s fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Owner. The certificate shall contain the following certifications:
(a) that wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and

(b) that the Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

17.3 Certification Pursuant to M.G.L. c. 7C §51 (d): In accordance with M.G.L. c. 7C §51(d), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no Consultant to or Subconsultant for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7C, § 6, the Designer shall subcontract a minimum of seventeen and nine-tenths percent (17.9%) of the contract price to minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs), as certified by the Supplier Diversity Office, formerly the State Office of Minority- and Woman-Owned Business Assistance (SOMWBA), 1 Ashburton Place, 13th Floor, Boston, MA 02108; such percentages shall be based on the listed services defined and required in the RFS. If the Designer is an SDO-certified MBE or WBE the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

17.4.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as Attachment C in order to be in compliance with Article 17.4 above.

17.5 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each Subconsultant employed by the Designer. The Owner, the Authority, and the Commonwealth's Inspector General may at all reasonable times audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds $100,000 the Designer shall comply with M.G.L. c.30 §39R which requires the Designer to:

17.5.1 Maintain accurate and detailed accounts for a six-year period after the final payment;

17.5.2 File with the Owner annual audited financial statements or statements from their accountants that their reviews are consistent with state laws.
17.5.3 File with the Owner a statement of management on internal accounting controls on its letterhead as prescribed in Attachment D and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment E to this Contract.

17.6 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.

17.8 Equal Opportunity: The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, genetics, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs. Each shall comply with all provisions of Title VII of the Civil Rights Act of 1964 and MGL c.151B.

17.9 Certification of Non-Collusion: The signatory certifies under penalties of perjury that the Designer's proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**ARTICLE 18: MISCELLANEOUS**

18.1 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

18.2 Venue: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

18.3 Non-Waiver: Neither the Owner's review, approval, or acceptance of, nor payment for any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.

18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all
prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.

18.5 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party’s written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.

18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Owner’s Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.
PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

**Basic Services**

Feasibility Study Phase ................................................................. $411,000.00

Schematic Design Phase .............................................................. $288,800.00

Design Development Phase .........................................................

Construction Documents Phase ....................................................

Early Bid Packages .................................................................

Bidding Phase ........................................................................

Construction Administration Phase ...........................................

Completion Phase .......................................................................

**TOTAL** ................................................................................. $699,800.00

**Extra Services**

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of $150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of $150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

Hourly Rates:

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-charge</td>
<td>$150</td>
<td>Plumbing/Fire Protection Engineer</td>
<td>$150</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$150</td>
<td>Junior Plumbing/Fire Protection Designer</td>
<td>$115</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$135-$150</td>
<td>Structural Engineer</td>
<td>$150</td>
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<td>Interior Designer</td>
<td>$125-$135</td>
<td>Junior Structural Engineer/Designer</td>
<td>$105</td>
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<td>Junior Architect/Project Designer</td>
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<td>Civil Engineer</td>
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<td>Mechanical Engineer</td>
<td>$150</td>
<td>Senior Landscape Architect</td>
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<td>Junior Electrical Designer</td>
<td>$115</td>
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</table>
ATTACHMENT B

REQUEST FOR DESIGNER SERVICES (RFS)
REQUEST FOR DESIGNER SERVICES (RFS)

Town of Wellesley, MA
Wellesley Public Schools

Ernest F. Upham Elementary School

April 3, 2019

Invitation: The Town of Wellesley ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the Ernest F. Upham Elementary School in Wellesley, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

The Owner is seeking design services to conduct a Feasibility Study, which will include the development and evaluation of potential alternative solutions and continue through the Schematic Design Phase of the preferred alternative initially. Subject to the approval of a Project by the MSBA and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project. A potential Project may include a renovation of the existing school, a renovation of and addition to the existing school and/or new construction.

The estimated construction budget for a potential Project may range from $40,000,000 to $45,000,000 depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA's Board of Directors. The Fee for Basic Services will be negotiated.

Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal will not be considered responsive. Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can
team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

For additional information on Designer qualifications see Sections E. and F. in this RFS.

A. Background:

The Wellesley Public Schools commissioned a Building Conditions Assessment that was performed by Symmes, Maini & McKee Associates (SMMA), and completed in 2012. This review included all nine schools except the new High School with a focus on safety, health hazards, maintenance, infrastructure and the ability to deliver the Town’s educational program. The three schools that emerged from the SMMA Building Condition Review with the most comprehensive needs were the John D. Hardy Elementary School, the Hunnewell Elementary School and the Ernest F. Upham Elementary School.

These K-5 grade schools are the three oldest school buildings in the Town (Hardy-1924, Hunnewell-1938 and Upham-1957) and were identified as having the most significant building deficiencies and needs. Following the completion of the 2012 assessment, the Town performed master planning exercises with three separate committees leading up to the Town’s invitation into Eligibility in 2017 for the Ernest F. Upham Elementary School.

The Town seeks to look at solutions either at the Ernest F. Upham Elementary School site or the John D. Hardy Elementary School site in a consolidation scenario. The separate Town-funded Hunnewell Elementary School project is currently in the feasibility study phase. Under the consolidation scenario, the student population from these three elementary schools will be consolidated to two schools i.e. the selected Preferred Option from the MSBA project and a new Hunnewell School. The Hunnewell Elementary school population is not included in the Ernest F. Upham Elementary School and John D. Hardy Elementary school study enrollment.

The 36,500 gross square foot Ernest F. Upham Elementary School was constructed in 1957, with an addition in 1967. Two classroom modular units were added in 1993. The site consists of approximately 12 acres and overall the site functions as intended but has some safety, accessibility, and circulation deficiencies; site circulation is particularly difficult. The majority of its building systems are well beyond their service life and in need of replacement. The building floor plan/layout does not allow for circulation/accessibility, nor does it provide for acceptable delivery of the educational program. The Ernest F. Upham Elementary School is a K-5 elementary school currently serving 232 students across 12 classrooms.

The 45,900 gross square foot John D. Hardy Elementary School was constructed in 1924 and is the oldest school in the Town, with additions in 1925 and 1956. Modular units were added in 1993. The building floor plan/layout does not allow for circulation/accessibility, nor does it provide for acceptable delivery of the educational program. The John D. Hardy Elementary School is a K-5 elementary school currently serving 287 students across 15 classrooms. The site consists of approximately 7.5 acres and overall the site functions as intended, though some safety, accessibility and circulation deficiencies exist. Three adjacent Town-owned lots, comprising 1.36 acres at 818-826 Worcester Street, are available to be included as part of the John D. Hardy site for consideration during the feasibility study.

As a result of the collaborative analysis with the Massachusetts School Building Authority of enrollment projections and space capacity needs, the Town of Wellesley acknowledges and agrees that the design of alternatives that may be evaluated as part of the feasibility study for the Ernest F. Upham Elementary
School or John D. Hardy Elementary school site shall be based in accordance with the following enrollments:

- Grades K-5 in seven school facilities: 240 students
- Grades K-5 in six school facilities with equalized enrollments: 365 students

The Design Team will report to the School Building Committee during the Feasibility phase of the project. Town bylaws require that at the start of Schematic Design the administration of the designer’s contract will shift to the Wellesley Permanent Building Committee, which will work in conjunction with the School Building Committee.

B. Project Goals and General Scope:

On or about April 5, 2017, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for Ernest F. Upham Elementary School. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA’s grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the October 31, 2018 Board of Directors meeting, the MSBA Board voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in a Project approved by the MSBA.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Ernest F. Upham Elementary School.

The Feasibility Study shall include a study of all alternatives and contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the Authority, including, but not limited to, a final design program, space summary, budget statement for educational objectives, and a proposed total project budget. The Schematic Design shall include, but not be limited to, the information required by the Authority’s Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS or LEED-S scorecard, outline specifications, cost estimates, project schedule and proposed total project budget.

Project objectives under consideration by the Owner include:

- **The project must adequately support the educational program, with goals of providing a world-class education for all students and supporting educators’ needs.**
- **The Ernest F. Upham Elementary School building does not meet modern standards for education. The Town will evaluate a full range of options to meet its needs, including new construction, renovations and additions at the Ernest F. Upham Elementary School site and the John D. Hardy Elementary School site.**
- **For new or renovation/addition construction options, the Town has interest in studying options that include 19 grade-level classrooms, which could accommodate three sections of students per grade (K-5) plus one additional classroom.**
- **This project may include a town-wide redistricting process. Any redistricting will preserve *
Wellesley’s neighborhood school model.

- The project planning must consider the need for swing space, with a goal of minimizing disruption to students and their families, staff and surrounding neighborhoods.
- The project must consider any impacts on traffic and safety.
- The Town expects that the feasibility study will include, at a minimum, an existing conditions analysis of the John D. Hardy Elementary School site and building in addition to the Ernest F. Upham Elementary School site and building.
- The project team must consider the historic nature of the John D. Hardy Elementary School.
- Life cycle costs of operating the School as it relates to future operational budgets.
- An integrated design approach that considers sustainability throughout all stages of the project, including at the very earliest planning stages.
- Include comprehensive data and analysis on the environmental impact of the project and provide the SBC with detail on the highest achievable opportunities for sustainability and conservation features and design, including the feasibility of constructing a Zero Net Energy school. Criteria for study are the Northeast Collaborative for High Performance Schools (NECHPS) criteria or US Green Building Council’s LEED for Schools (LEED-S) Rating. Refer to Attachment G for sustainable site criteria.
- The project must consider the relative financial impact on the Town of potential plans, including both capital investment and ongoing operating costs.
- CM-at-Risk Delivery Method.

C. Scope of Services:

The required scope of services is set forth in the MSBA’s standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference. If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or Construction Manager at Risk), the Contract will be amended accordingly. Copies of Designer Services Contract Amendments for Design/Bid/Build and Construction Manager at Risk are also attached hereto and incorporated herein by reference. Unless specifically excluded, the Designer’s Basic Services consist of the tasks described in the Contract for Designer Services as amended and this RFS including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project’s stated scope and goals.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services and applicable amendment that are attached hereto.

The Designer shall provide a certificate of professional liability insurance, at the time of contract execution, indicating the minimum coverage in compliance with Section 15.7 of the Designer Contract. The minimum amount of such insurance for Professional Liability shall be $2,000,000 per claim/$2,000,000 annual aggregate. The minimum amount of insurance for Commercial General Liability, Automotive Liability and Works Compensation shall be at least $1,000,000 per claim. In addition the Designer shall maintain Umbrella liability coverage of at least $2,000,000 per occurrence/$2,000,000 aggregate.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary,
mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for sustainable design (LEED-S/NE-CHPS), laboratory, library/media center and kitchen space, code consultants, accessibility, energy evaluations, detailed cost estimates; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Attachment B.

Additional existing information regarding the project can be found on the Town’s website at: https://www.wellesleynwa.gov/774/School-Building-Committee---HHU

Copies of the floor plans and site plans for each school are attachment F to this document.

D. Project Schedule:

Work under this RFS is divided into the Project Phases as listed in Article 7 of the Contract as amended and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner’s Project Manager, the Authority and others, and other tasks as described.

The milestone dates listed below are estimates only. Actual dates may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor’s performance. Such variances will not, in and of themselves, constitute a justification for an increased Fee for Basic Services.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Projected Date</th>
</tr>
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<tbody>
<tr>
<td>Designer Contract Executed</td>
<td>6/25/2019</td>
</tr>
<tr>
<td>MSBA Board of Directors Meeting</td>
<td></td>
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<tr>
<td>Preferred Schematic Report Approval</td>
<td>6/24/2020</td>
</tr>
<tr>
<td>MSBA Board of Directors Meeting - Project Scope and Budget Approval</td>
<td>2/08/2021</td>
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<tr>
<td>Feasibility Study Agreement expiration</td>
<td>7/1/2020</td>
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<tr>
<td>Local Project Funding Authorization</td>
<td>Spring Annual TM 2021</td>
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<tr>
<td>Construction Start</td>
<td>10/01/2022</td>
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<tr>
<td>Substantial Completion of Construction</td>
<td>7/30/2024</td>
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<tr>
<td>Move-In</td>
<td>8/14/2024</td>
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E. Minimum qualifications:

Selection will be made by the MSBA Designer Selection Panel in accordance with the Authority’s Designer Selection Procedures, attached hereto as Attachment E. The Respondent must certify in its
cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet all of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered Architect responsible for and being in control of the services to be provided pursuant to the Contract.

2. The Massachusetts registered Architect responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar “Certification for School Project Designers and Owner’s Project Managers” as administered by the Office of the Inspector General of the Commonwealth of Massachusetts, and must maintain certification by completing the “Recertification for School Project Designers and Owner’s Project Managers” seminar every three years thereafter. Proof of recertification or registration in the next recertification seminar for which space is available must be provided.

3. Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the design contract price for combined minority business enterprises and women-owned business enterprises. Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

F. Selection Criteria:

In evaluating proposals, the Owner and Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm’s name, individual’s name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO certified as an MBE and/or WBE).

1. Architecture
2. Educational Programming
3. Civil Engineering
4. Landscape Architecture
5. Structural Engineering
6. Fire Protection Engineering
7. Plumbing Engineering
8. HVAC Engineering
9. Electrical/Lighting
10. Data/Communications
11. Environmental Permitting
12. Geotechnical Engineering
13. Geoenvironmental Engineering
15. Cost Estimating
16. Kitchen/Food Service Consultant
17. Acoustical Consultant
18. Specifications Consultant
19. Library/Media
20. Technology Consultant/Audio Visual Consultant
22. Code Consultant
23. Accessibility Consultant
24. Traffic Consultant
25. Furniture, Fixtures and Equipment Consultant
26. Site Surveying
27. Security Consultant

** N.B. –

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm’s name, individual’s name and professional registration or license number, as applicable, as well as whether the firm is SDO certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Consultants other than those proposed for the categories of work listed above or required to perform Basic Services may not be used for purposes of meeting M/WBE requirements. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

The Owner and Designer Selection Panel will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:
   a. Quality of project design.
   b. Quality, clarity, completeness and accuracy of plans and contract documents.
   c. Ability to meet established program requirements within allotted budget.
   d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
   e. Coordination and management of consultants.
   f. Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
8. Additional criteria that the MSBA Designer Selection Panel considers relevant to the project.

G. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

1. Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.

2. Applications shall be on “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)” as developed by the Designer Selection Board of the Commonwealth of Massachusetts. Applications (one original, twenty (20) hard copies, and two (2) digital copies in PDF format on separate compact disks or flash drives) must be received on or before 11:00AM on Wednesday, May 1, 2019. Applications should be printed double-sided and bound on the long edge, landscape orientation, in order that the pages lie and remain flat when opened. It is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. Applications should not be provided with acetate covers.

3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFS. (A copy of the MCPPO certification should be attached to the cover letter as well as any SDO letters.)

4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the Standard Designer Application Form.

5. Proposals shall be addressed to:

   Richard H. Elliott AIA, PMP
   Town of Wellesley
   Facilities Management Department
   888 Worcester Road Suite 370
   Wellesley, MA 02482
   781-489-4260
delliott@wellesleyma.gov

6. Proposals must be clearly identified by marking the package or envelope with the following:

   Ernest F. Upham Elementary School
   “Name of Applicant”

7. All questions regarding this RFS should be submitted prior to 2:00pm on April 22, 2019 addressed exclusively in writing via email to:
H. Pre-Proposal Meeting

All interested parties should attend a briefing session starting at the Wellesley Facilities Management Department, 888 Worcester Road, Suite 370, Wellesley MA 02482, followed by a tour of the two school sites, scheduled for Wednesday, April 10, 2019 at 2:00 pm.

I. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

J. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

K. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

L. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

M. Additional Information

Additional existing information regarding the project can be found on the Town’s website at: https://www.wellesleyma.gov/774/School-Building-Committee---HHU

ATTACHMENTS:
Attachment A: Statement of Interest

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project
Designer Services Contract Amendment for Design/Bid/Build
(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/DBB%20v_02_25.pdf)
Designer Services Contract Amendment for CM-at-Risk

Attachment C: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)
(https://www.mass.gov/files/citiestownsapplication2016_1.doc)

Attachment D: Town of Wellesley Truth in Negotiations and Tax Compliance Certifications

Attachment E: MSBA's Designer Selection Panel's Procedures

Attachment F: Existing floor and site plans for Upham and Hardy Elementary Schools

Attachment G: Sustainable Site Criteria

End of Request for Designer Services
Massachusetts School Building Authority

School District: Wellesley

District Contact: David F. Lussier TEL: (781) 446-6210

Name of School: Ernest F. Upham

Submission Date: 4/5/2017

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

b The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.

b The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.

b The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.

b The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.

b After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.

b The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.

b Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.

b On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.

b The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.

b The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.
<table>
<thead>
<tr>
<th>Chief Executive Officer *</th>
<th>School Committee Chair</th>
<th>Superintendent of Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marjorie Freiman</td>
<td>Sharon Gray</td>
<td>David F. Lussier</td>
</tr>
</tbody>
</table>

Chair, Board of Selectmen

(signature)  (signature)  (signature)

Date 4/1/17  Date 4/15/2017  Date 4/15/2017

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.
Massachusetts School Building Authority

School District: Wellesley

District Contact: David F Lussier TEL: (781) 446-6210

Name of School: Ernest F Upham

Submission Date: 4/5/2017

Note

The following Priorities have been included in the Statement of Interest:

1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. Elimination of existing severe overcrowding.
4. Prevention of severe overcrowding expected to result from increased enrollments.
5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

I acknowledge that I have reviewed the MSBA’s vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2017 Ernest F Upham

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 6/12/2012
Planning Firm: Symmes, Maini & McKee Associates (SMMA)
Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:
There are four critical elements that have supported the development of a facilities master plan in Wellesley. First, in order to assess the physical needs of all of its school buildings, the Wellesley Public Schools commissioned a Conditions Assessment and Feasibility Study that was performed by Symmes, Maini & McKee Associates (SMMA). This review included a focus on safety, health hazards, maintenance and infrastructure. In the fall of 2012, SMMA presented their findings through an online database. This database provides a robust tool for strategic planning, capital planning and maintenance prioritization, and has been thoroughly reviewed by the Facilities Maintenance Department (FMD), which has been managing SMMA’s work since they were contracted. Second, the District — in collaboration with Town officials — has convened several committees during the past few years to examine the Hardy, Hunnewell, and Upham school facilities challenges and propose recommended plans for moving forward. Most recently, a Master Plan Committee has recommended to the School Committee that the Town conduct feasibility studies at all three sites, and proceed with building two new schools, beginning with Upham and then followed by Hunnewell. Should enrollment increase and begin to trend above current projections, the Town would then move to build a third new school on the Hardy site. Third, the District has received the results of two commissioned demographic studies to inform its short and long term planning. In 2013, Cropper GIS reported that elementary enrollment in Wellesley was expected to decline by approximately 14 percent, or 347 students, between SY2013-2014 and SY2023-2024. In October 2016, FutureThink reported that elementary enrollment in Wellesley was expected to decline by approximately 5 percent, or 114 students, between SY2017-18 and SY2026-27. Taken together, these reports suggest a continued decline of enrollment that may necessitate a consolidation from seven to six elementary schools. Finally, the Wellesley Public Schools has developed a 5-year Strategic Plan that provides a vision for the District’s goals, as well as the needed resources and facilities to best achieve these goals. Most important is ensuring that we have the appropriate educational spaces within our schools to provide 21st Century learning opportunities for all of our students.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 14 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? YES

If "YES", please provide title, author, and date of report in area below.

Symmes, Maini & McKee Associates Building Condition Review 6/12/2012

Please include a hard copy of these report(s)/document(s) with your hard copy Statement of Interest submittal.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0
At which schools in the district?
Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0
At which schools in the district?
Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).
Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district’s school facilities, class sizes, and educational program.

The Wellesley School Committee approved an FY18 Operating Budget of $72,208,147 on March 2, 2017. At the same time, the Town's proposed FY18 Capital Budget includes significant funding ($1,553,000) for school-related building construction projects. Both the FY18 Operating and Capital Budgets must be approved at Town Meeting, which begins on March 27, 2017.
General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The 36,500 gross square foot Upham Elementary school was constructed in 1957, with an addition in 1967. Two modulars were added in 1993 and the roof and boilers were replaced in 2009.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

36500

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The site consists of approximately 12 acres and overall site functions as intended, though some safety, accessibility, and circulation deficiencies were observed. Parking lot and overflow parking lots are insufficiently lit, as existing pole mounted site lights are inoperable. Multiple walkways exceed code requirements for slope, as well as the handicap accessible parking spaces and the route from the spaces to the front entrance. Route from handicap parking spaces is not protected or isolated from traffic using the front bus loop. A majority of the bluminous play areas have steeper than recommended slopes and do not meet accessible code requirements. The adjacent elevated playing field does not have handicap access and has been cited. Parking lot is inadequate for staff needs. Parent queuing area does not appear sufficient, and overall circulation patterns for vehicles and pedestrians are less than ideal. Parking overflows onto Wynnewood Ave. Designated bus loop for area is adequately sized for school needs and provides efficient circulation. Parent loading area is not adequate for demand, and circulation is not ideal due to the basketball play area being used for parent parking. Pedestrian access around site is not clearly defined as a result of the site layout. Overall network of walkways is inadequate. Drainage along north face of building is not adequate and has created interior moisture issues. Parking lots, access routes, paved play areas, and walkways are in overall poor condition due to areas of fatigue cracking, block cracking, seam cracking, and pothole development. Insufficient drainage along north face of building has created interior moisture and mold problems. Guardrail and chain link fence function but show signs of wear and damage. Repaving of some areas is should be considered in the next few years. No loading dock or dedicated loading area provided. Trash and recycling operations are adequate, though dumpster location areas are also used for parking. No other building shares this current site with the school facility.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

35 Wynnewood Road
Wellesley, MA 02481

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The exterior enclosure is minimally insulated, solid brick masonry walls and most of the glazing is single paned or minimally performing dual glazing with no thermally separated frames. Many of the doors are uninsulated, show signs of deterioration and are well beyond their service life. The roof is an insulated, fully-adhered PVC single-ply system. The structure consists of metal roof deck on open-web steel joists supported by steel beams/columns with lateral resistant provided by unreinforced brick masonry shear walls. The foundation consists of slab-on-grade and shallow spread footings.
Exterior Window sills are heavily damaged, spalled, and in some places completely missing. Toilet partitions and fixtures are dated and nearing the end of their useful life. Exterior material failures around windows and doors leave surrounding wall construction vulnerable to failure in these areas due to water intrusion. The building is in fair structural condition. There are some minor cracks in some of the CMU corridor walls and the brick walls in the gymnasium. Little if any wall insulation and minimal roof insulation is present. Repairs were made to the two modular classrooms in 2014; however, these units are at the end of service life.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO
Year of Last Major Repair or Replacement: (YYYY) 2000
Description of Last Major Repair or Replacement: No information is available at this time

Roof Section A
Is the District seeking replacement of the Roof Section? NO
Area of Section (square feet) 40000
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)) Fully adhered flat roof with Carlisle single-ply thermoplastic polyolefin (TPO) system.
Age of Section (number of years since the Roof was installed or replaced) 6
Description of repairs, if applicable, in the last three years. Include year of repair: New roofing was installed with 20 year warranty beginning on 9/3/09.

Window Section A
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 80
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Original, single glazed metal framed windows.
Age of Section (number of years since the Windows were installed or replaced) 58
Description of repairs, if applicable, in the last three years. Include year of repair: Normal repairs to glass and hardware.

Window Section B
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 68
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Original, single glazed metal framed windows.
Age of Section (number of years since the Windows were installed or replaced) 47
Description of repairs, if applicable, in the last three years. Include year of repair: Normal repairs to glass and hardware.

Window Section C
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 8
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Vinyl sliders.
Age of Section (number of years since the Windows were installed or replaced) 1
Description of repairs, if applicable, in the last three years. Include year of repair: Original 1993 windows in those Modular classrooms were replaced in 2014.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The school is heated by hot water heating plant comprised of one conventional cast iron
boiler and one high-efficiency, condensing-type boiler with a primary-secondary pumping system for distribution to the building loads. The classrooms are heated and ventilated through unit ventilators, fin tube radiation and a common exhaust system. Common spaces are served by heating and ventilating units, fin tube radiation and cabinet unit heaters. The control system is pneumatic and in poor condition. These HVAC systems are beyond service life and in need of replacement.

Plumbing fixtures are antiquated, high-flow type. Original building hot water is supplied directly from a single 48-gallon water heater installed in 2010 with no main mixing valve. Hot water throughout the Modulare is served by point-of-use electric storage water heaters.

Panels, feeders and branch wire circuit boards that are older than thirty years shall be replaced. Most of the branch lighting and power electrical panels are original to the building and require upgrading. Most interior lighting is original to the building, direct fluorescent with plastic lenses. Much of the wiring in the building has jacketing with asbestos containing material. Quantity of power outlets in many spaces is insufficient. Light levels are adequate but glare is excessive. Power devices (receptacles) and wiring are original to the building. In general they are in fair to good condition, except for a few locations which are recommended for upgrading (non-GFI receptacle in kitchen). Emergency lighting is provided by means of battery packs with light heads and remote light heads. It's original to the building and fair, but working condition. There a few non-electrical exit signs which are recommended for replacement. The existing FA system consisting of FACP (Notifier 500), exterior master box and interior radio master box (by Digitizer), smoke detectors and horn/strobes is in operational condition, but needs upgrading. There are no fire alarm devices in any of the older classrooms, and a few other locations. Most of interior lighting fixtures are original to the building utilizing non energy-efficient T12 lamps. Lighting controls in classrooms and similar educational spaces are minimal and include multi-switching arrangements appropriate for various tasks, there are no occupancy sensors in the building. There is no lighting control system in the building. Exterior egress lighting system is original to the building, consist building-mounted lights by egress doors, under main canopy, and pole mounted light. There are no parking lot lights. The lights are in poor condition, there are areas that require additional lighting. MDF equipment is located in crowded storage rooms. There is no emergency generator at site. There are no CCTV systems and one Aliphone at the main entry. Consideration should be given to adding card access control, CCTV system and upgrading the intrusion detection system to include motion detection.

**Boiler Section 1**

- Is the District seeking replacement of the Boiler? NO
- Is there more than one boiler room in the School? YES
- What percentage of the School is heated by the Boiler? 100%
- Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other) natural gas
- Age of Boiler (number of years since the Boiler was installed or replaced) 8
- Description of repairs, if applicable, in the last three years. Include year of repair:
  - Normal service calls and preventive maintenance.

**Boiler Section 2**

- Is the District seeking replacement of the Boiler? NO
- Is there more than one boiler room in the School? YES
- What percentage of the School is heated by the Boiler? 100%
- Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other) natural gas
- Age of Boiler (number of years since the Boiler was installed or replaced) 8
- Description of repairs, if applicable, in the last three years. Include year of repair:
  - Normal service calls and preventive maintenance.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement: (YYYY) 2014

Description of Last Major Repair or Replacement:
HVAC recommissioning project in 2014.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO
Year of Last Major Repair or Replacement:(YYYY) 2014
Description of Last Major Repair or Replacement:
Exterior LEDs Installed in 2014

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Although small and added to twice, many of the original finishes in the school are long past their useful service life. Classrooms are well maintained but have original ceilings and surface mounted fluorescent fixtures, and noisy, inefficient thru-wall fan coil units. The toilets and drinking fixtures in the building are minimally accessible. Daylight is good but windows are shaded by the original metal blinds. Some exterior doors are poorly sealed and reveal large gaps with daylight. Walls are uninsulated and most windows are single-paned. MODS are well past their lifetime. There is no chairlift or elevator to provide access between a major grade change in the middle of the school. Vandalism is a persistent problem as the rear roof is accessible from ground. Pipe insulation above main corridor is suspected to have asbestos according to the most recent AHERA report and should be abated within a few years. Some wiring has asbestos jacketed insulation.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The Upham School is a K-5 elementary school serving 225 students across 11 classrooms. In addition to the elementary academic program, Upham also offers a 'Skills' program designed to meet the needs of students diagnosed with a disability on the autism spectrum, which includes autistic disorder, Asperger's Disorder, pervasive developmental disorder not otherwise specified (PDD NOS), and Rett's Syndrome. Students with autism spectrum disorder may present with needs in all or some of the following areas: Verbal and nonverbal communications, social interaction skills and proficiencies, unusual responses to sensory experiences, resistance to environmental change or change in daily routines, engagement in repetitive activities and stereotyped movements, behavioral difficulties resulting from autism spectrum disorder, and progress in the general curriculum, including social and emotional development. There are currently 29 students enrolled in the Skills Program at Upham.

Instruction is provided in small group or individual settings. Accompanied by program staff to provide continuity of instructional approaches, students are included in general education settings for academics, science, social studies, specials, and community building activities, as appropriate.

Because every space is currently being utilized at Upham, there are no spaces to offer additional supplementary and support programs for students.

One of the main challenges at Upham is that the multi-purpose room serves as the gymnasium and cafeteria, along with speech, OT/PT, as well as all-school assemblies. These activities must be scheduled around the lunch schedule from 12 noon to 2 p.m. severely restricting delivery of services to students. Additionally, because there are no ramps and bathroom modifications, students with severe physical disabilities are assigned to other schools.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).
The Upham School has 12 classrooms, including 2 modular classrooms, which would be considered as Core Academic Space. The sizes of these rooms vary by addition: rooms in the original 1957 wing are approximately 860 sf, rooms in the 1967 addition are about 840 sf and rooms in the 1993 MODS addition are about 900 sf. The kindergarten classroom is about 1,080 sf. Additionally, there is a 840 sf Library and a 4,000 sf Multi-purpose room for physical education and health classes that also serves as the cafeteria. There are a number of smaller SPED spaces for OT/PT, speech, etc. The diversity in the sizes and construction of each space are reflective of the different ages of construction for the various component buildings to the school: 1957 (original), 1967, 1993 (MODS). Aside from roof and boiler replacements in 2009, there have been no recent updates to the remainder of the building.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Upham's enrollment for SY2016-17 is 225 students. There are a total of 11 K-5 sections. All education spaces at Upham are currently being utilized.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district’s current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The Wellesley Facilities Maintenance Department (FMD) operates and maintains all school buildings in the District, including the Upham School. The FMD is responsible for custodial service, maintenance and capital projects in all 10 school buildings, which total over 880,000 square feet, with a staff of 68 and an FY17 budget of $9.4M.

The Facilities Director leads a group of professional managers who oversee four core areas: custodial, maintenance, energy and capital projects. Preventive maintenance practices are a focus of the department, as are custodial procedures which incorporate “green cleaning” techniques. Capital projects are identified during planning through a collaborative approach with principals. Design/construction is managed within the FMD, through outside design professionals, and also through the Town’s Permanent Building Committee (PBC). The FMD’s Energy Manager is charged with managing and reducing energy consumption.

The District has a Maintenance Procedure Manual that explains how work is to be accomplished. The FMD relies on a computerized management systems by SchoolDude to manage maintenance and energy use. Our Maintenance Manager oversees 7 tradesmen, which allows quick and cost-effective response for service calls and required preventive maintenance.

Custodial operations are governed by our Custodial Procedures Manual, and our staff of 39 professional custodians (2 at the Upham) is overseen by our Custodial Manager. The District has a green cleaning program, uses state-of-the-art custodial equipment, trains staff at quarterly professional development sessions and uses “team cleaning” techniques at the HS and MS.

The District has accomplished a significant amount of capital construction work recently and plans to continue this work at an aggressive pace over the coming years. In 2013-2014, the Town completed about $811,000 worth of cash-capital work on 46 different school projects. In 2014-15, the Town completed about $929,000 worth of cash capital work on 30 different school projects. In 2015-2016, the Town completed about $790,000 worth of cash capital work on 26 different school projects. In 2016-17, the Town completed about $1,073,500 in cash capital work on 27 different school projects. It is expected that $1,553,000 in cash capital will be budgeted for schools in FY17-18. The Town expects to increase the amount spent on school construction projects using cash-capital funds for the next year. Examples of the types of projects completed as part of the cash-capital budgets include: building envelope repair, concrete repair, HVAC improvements, door replacement, security upgrades and flooring work.
The Town is planning to fund larger debt-financed school construction projects over the next few years, as it has done in the recent past. Between 2007 and 2011, the District used $8 million in debt-exclusion funds to perform significant upgrades to all elementary schools. This work focused on roofs, boilers, flooring, lighting HVAC and windows. In 2005-2006, the District also made over $20 million worth of debt-funded improvements to the Middle School - addressing boilers, some windows, lighting, plumbing and flooring. In 2011 three new science laboratories were created within the existing footprint of the Middle School. The Town made these major investments in school buildings without the benefit of any MSBA grant funds; however, most recently the Town completed construction of the beautiful new 280,000 sf High School, which was opened in February 2012. This was funded in part with an MSBA grant. In the summer/fall 2014, major repair/replacement projects totaling $2.5m were made to Sprague, Hunnewell and the Middle School. The District is also currently replacing windows at the Middle School as part of a $5m MSBA Accelerated Repair Project. Major renovations totaling $20m are currently under construction for the Schofield and Fiske elementary schools.

The District engaged Symmes Maini and McKee Associates (SMMA) in 2012 to perform a detailed conditions assessment and feasibility study of all ten school buildings, and to utilize an on-line database tool to store the information. This database has been used for capital planning and maintenance purposes, and the room categorization has been established based upon the MSBA Summary of Spaces designations. Recommendations made in this report suggest that a major school building renovation program is needed for most of the school buildings. The Hardy, Hunnewell and Upham schools were identified as schools with the highest needs.
Priority 5

**Question 1:** Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

The Upham School was built 57 years ago and has had two additions since, including two 21 year old portable classrooms intended for a much shorter use period, and as a result the school has building systems that are well past their service life, unreliable and inefficient users of energy. Most of the windows are single-pane, past service life and have failed in many locations. The heating system is mainly comprised of hot-water, unit ventilators, exhaust louvers in poor locations and outdated pneumatic controls, 2 to 3 times past their service life. The system is unreliable, difficult to control, hugely inefficient and unable to provide proper ventilation – resulting in high carbon dioxide levels in the rooms. While the boilers are newer, the piping between the boilers and univents is also original in many cases and there is concern as to its remaining life. Replacement of the univents, piping, exhaust and windows would greatly improve energy efficiency and the learning environment. There are also major life safety concerns with the Upham, as there is no sprinkler system for this structure and the fire alarm system hasn’t been updated in almost 2 decades. Plumbing systems are original, as is most of the electrical system. General power distribution and technology infrastructures are severely lacking for the needs of today’s school. Despite recent repairs, the two portable classrooms are reaching the end of their intended life. There is also a significant amount of asbestos containing material in the ceiling and wiring of the Upham.
Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

As described in other areas of this SOI, the District has a very well staffed and well funded professional Facilities Maintenance Department, which provides both reactive/repair maintenance services and preventive maintenance services. The Town also funds many capital construction projects to address larger maintenance issues each year. Examples of the types of building issues that have been addressed at the Upham in just the past few years include: security upgrades, door replacement, HVAC recommissioning, pavement repairs, new kiln room and carpet replacement. The District and the Town are committed to maintaining the existing systems such that they are operating as best as is possible based on age and condition with a goal to a long term solution.
Priority 5

Question 3: Please provide a detailed explanation of the impact of the problems/issues described in Question 1 above on your district’s educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The heating/ventilating and windows most impact the ability of the District to deliver its educational program. The obsolete windows affect student's ability to concentrate and learn due to solar-gain excessively heating the room, air infiltration causing cold breezes, glare affecting vision and transmission of outside noise from passing vehicles, other students and grass cutting. The pneumatically controlled, heating/ventilation system causes even more substantial problems with the learning environment. Students in one class at the Upham may be wearing sweaters, while students in an adjacent classroom may be in tee-shirts due to the inability to control temperatures. Moreover, the age and condition of this system does not provide nearly the 800 ppm maximum CO2 ventilation rates that the Massachusetts Department of Public Health has established for schools, so Upham students are often tired or not as focused as they otherwise would be due to the poor ventilation. These issues also affect staff in the same way.
**Priority 5**

**Question 4**: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

Implementing corrective actions to address the cited building deficiencies will reduce energy consumption and improve both indoor air quality and the learning environment at the Upham. As a result the educational goals would be improved significantly. Replacing key building systems which typically have service life of 15 to 20 years, yet have dramatically exceeded these lifespans, will also extend the overall service life of the school. Nevertheless, the inefficient floor plan and lack of an elevator at Upham, the result of additions, should be considered as part of any major construction work contemplated at the school.

Please also provide the following:

**Have the systems identified above been examined by an engineer or other trained building professional?:**

**YES**

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Symmes, Maini and McKee Associates (SMMA)

The date of the inspection: 7/1/2012

A summary of the findings (maximum of 5000 characters):

The results of the assessment were consistent with the descriptions provided above, which was prepared using the SMMA work. As part of a Town-funded $200,000 FY12 capital project, the District engaged SMMA to utilize a team of professional engineers (Structural, Civil, Mechanical, and Electrical) and architects to fully evaluate all schools and to document the results in an on-line database that is readily available to the MSBA. This database has been used for capital planning and maintenance purposes, and the room categorization has been established based upon the MSBA Summary of Spaces designations.
Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

Beyond the main education programming for grades K-5, Upham houses the District’s 'Skills' Program for 29 students on the autism spectrum. At the moment, no additional programs can be considered for the school due to facilities constraints. The main impact of the facility on education programming is in heating/ventilation and temperature control. With unit-ventilators and windows at end-of-life, there are wide variations in temperatures between rooms in the building and not enough air circulation. The result is that the learning environments are less than ideal for teaching and learning. The lack of a dedicated cafeteria requires dual use of the gymnasium to also serve lunches. This multi-purpose space is also used for OT/PT and speech services, which limits potential use of the gym for physical education and wellness.
Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

As an interim measure to improve the air circulation, the district will continue to invest in the maintenance of room unit ventilators and exhaust to clean and replace parts and improve the overall performance of these units. An HVAC recommissioning project was implemented during the 2013-14 winter season to help address air quality problems. These are clearly stop-gap measures until a more comprehensive renovation can occur.
Priority 7

**Question 3:** Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The heating/ventilating and windows most impact the ability of the District to deliver its educational program. The obsolete windows affect student’s ability to concentrate and learn due to solar-gain excessively heating the room, air infiltration causing cold breezes, glare affecting vision and transmission of outside noise from passing vehicles, other students and grass cutting. The pneumatically controlled, heating and ventilation system causes even more substantial problems with the learning environment. Students in one class at the Upham may be wearing sweaters, while students in an adjacent classroom may be in tee-shirts due to the inability to control temperatures. Moreover, the age and condition of this system does not provide nearly the 800 ppm maximum CO2 ventilation rates that the Massachusetts Department of Public Health has established for schools, so Upham students are often tired or not as focused as they otherwise would be due to the poor ventilation. These issues also affect staff in the same way.
CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *  School Committee Chair  Superintendent of Schools
Marjorie Freiman  Sharon Gray  David F. Lussier

Chair, Board of Selectmen
Mayme Freime

(signature)  (signature)  (signature)
Date 4/5/17  Date 4/5/2017  Date 4/5/2017

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.
ATTACHMENT D

TOWN OF WELLESLEY TRUTH IN NEGOTIATIONS
AND TAX COMPLIANCE CERTIFICATIONS
Name of business

Signature of bidder

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

TAX COMPLIANCE CERTIFICATION
TOWN OF WELLESLEY BID FORM
The applicant, by MCLE C. 30, § 39K(4),
required to make initial accounting controls as required by MCLE C. 30,
§ 39K(6), and the applicant has failed and will continue to fail to make
the required financial statements as
required by MCLE C. 30, § 39K(4).

2. No consultation or subcontractor for the applicant has been given, offered, or agreed to give any further contribution or offer of employment or an inducement for, or in connection with, the award of contract for these

3. That no person(s), corporation, or other entity, other than a bona fide full-time employee of the applicant, has been retained or hired to solicit or assist the

4. Upon the award of the contract to the applicant

The applicant hereby certifies that:

TOWN OF WELLSC LEY, MASSACHUSETTS

[Signature]

[Title]

[Address]

[Name of Applicant]
ATTACHMENT F

SITE AERIAL PLANS AND FLOOR PLANS
Upham - Existing Conditions
Hardy - Existing Conditions

Three properties acquired by Town at April 2018 STM
ATTACHMENT G
SUSTAINABLE SITE CRITERIA
Sustainable Siting Criteria for the Upham/Hardy Request for Services (originally compiled June 1, 2017)

Below are questions for integrating sustainability considerations into the site selection process for the Upham/Hardy School. Rate each criterion on a scale from 1 to 5 to indicate a site's potential for meeting that criterion. A rating of "1" indicates that a site has very little or no potential to meet a criterion. A rating of "5" indicates that a site has an excellent potential to meet a criterion.


<table>
<thead>
<tr>
<th>Factor</th>
<th>Criteria</th>
<th>Scale</th>
<th>CHPS</th>
<th>LEED</th>
<th>Envision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Disturbance</td>
<td>Develop only previously-developed land</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td>Preserve open space after completion of the project</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td>x</td>
<td></td>
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<tr>
<td>Public Space</td>
<td>Maintain and improve the surroundings, preserve views and natural features and their function, and incorporate the local character of the surrounding built environment</td>
<td>1 2 3 4 5</td>
<td>X</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Protect ecosystems, conserve existing natural areas, provide habitat, promote biodiversity, and protect ecological functions</td>
<td>1 2 3 4 5</td>
<td>X</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preserve, conserve, enhance, and/or restore the defining elements of the public space</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drainage</td>
<td>Minimize disruption of the natural hydrology by reducing impervious cover (including for parking), increasing on-site infiltration, reducing or eliminating pollution from storm water runoff, and eliminating contaminants</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimize runoff and offer the potential to control the quantity and quality of storm water runoff</td>
<td>1 2 3 4 5</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Footprint</td>
<td>Minimize building footprint</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Building Orientation</td>
<td>House a building with an east-west orientation so that the building's longest walls/windows face north and south</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accessibility</td>
<td>Optimize motorized and non-motorized transportation and reduce commute and traverse times</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimize congestion both during and after construction</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offer user safety, considering all modes of transportation</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nuisances and Pollution</td>
<td>Minimize nuisances during construction such as noise, vibration, and light pollution</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Avoid short-term and long-term exposure to air pollutants that could pose significant health risks to students and the community</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavated Materials</td>
<td>Minimize the movement of soils and other excavated materials off-site to reduce transportation and environmental impacts</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared Use</td>
<td>Support a shared-use facility</td>
<td>1 2 3 4 5</td>
<td>x</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>
Summary of Relevant Site Selection Criteria from CHPS, LEED, and Envision (1-Jun-17)

Items shaded in green, below, are not directly reflected in the Sustainable Siting Criteria, above. Non-shaded items in the table provide background information for the Sustainable Siting Criteria.

<table>
<thead>
<tr>
<th>Feature/Consideration</th>
<th>CHPS</th>
<th>LEED</th>
<th>Envision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overarching Goals</td>
<td>Building design. Build the best possible schools. Reduce operating costs, achieve higher student performance, increase daily attendance, retain quality teachers and staff and minimize environmental impact.</td>
<td>Building design. Evaluate the environmental performance of a building and encourage market transformation towards sustainable design.</td>
<td>Assess: Are we doing the project right? AND Are we doing the right project? Foster a dramatic and necessary improvement in sustainability performance and resiliency of physical infrastructure. Assess a project's contributions to conditions of sustainability across the triple bottom line. Examine how the project affects community efficiency and long-term sustainability. Can be used independently of or in conjunction with systems such as LEED. Focus on areas of quality of life, leadership, resource allocation, natural world, and climate &amp; risk.</td>
</tr>
<tr>
<td>Importance of Site Selection</td>
<td>Districts that are choosing between multiple sites can significantly lower the environmental impacts by carefully choosing the school site, optimizing building orientation, protecting ecosystems, and designing to control urban heat islands.</td>
<td>During the site selection process, give preference to sites that do not include sensitive elements or restrictive land types. Select a suitable building location and design the building with minimal footprint to minimize disruption of environmentally sensitive areas.</td>
<td>Project owner and team demonstrate a commitment to sustainability, principal and sustainable performance improvement.</td>
</tr>
<tr>
<td>Site Disturbance, Open Space, Public Space</td>
<td>Minimize site disturbance. Protect open space and channel development to previously-developed sites.</td>
<td>Site the building to minimize disruption to existing ecosystems. Conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity. Maximize open space.</td>
<td>Maintain and Improve the surroundings. Preserve views and natural features. Consider the visual and functional impacts. Incorporate the local character of the surrounding built environment. Avoid high ecological value sites and preserve biodiversity. Protect habitats and ecological functions of the site. Include plans and commitments to preserve, conserve, enhance, and/or restore the defining elements of the public space.</td>
</tr>
<tr>
<td>Drainage</td>
<td>Minimize or capture runoff and minimize parking.</td>
<td>Limit disruption of natural hydrology by reducing impervious cover, increasing on-site infiltration, reducing or eliminating pollution from storm water runoff and eliminating contaminants. Consider potential to control the quantity and quality of storm water runoff.</td>
<td></td>
</tr>
<tr>
<td>Building Footprint and</td>
<td>Minimize</td>
<td>Design the building to minimize its footprint. Strategies include stacking the building program, tuck-under parking and sharing parking facilities with neighbors.</td>
<td></td>
</tr>
<tr>
<td>Building Orientation</td>
<td>Choose a site in which it is possible to orient the building east-west so that their longest walls/windows face north and south.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature/Consideration</td>
<td>CHPS</td>
<td>LEED</td>
<td>Envision</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Accessibility</td>
<td>Site should be centrally located and easily accessible to optimize transportation and enable joint use. Site school in dense area and close to services and public transportation.</td>
<td>Locate near mass transit. Maximize walkability and pedestrian access. Allow bike access.</td>
<td>Consider accessibility, walkability, and congestion during and after construction. Improve access and walkability and reduce commute and traverse times. Improve user safety considering all modes of transportation.</td>
</tr>
<tr>
<td>Nuisances and Pollution</td>
<td>Consider current and future noise pollution. Identify train tracks, freeways or traffic corridors within 500 feet of the site. Confirm that neither short-term nor long-term exposure to air pollutants poses significant health risks to students.</td>
<td></td>
<td>Minimize nuisances during construction such as noise, vibration, and light pollution.</td>
</tr>
<tr>
<td>Excavated Materials</td>
<td></td>
<td></td>
<td>Minimize the movement of soils and other excavated materials off-site to reduce transportation and environmental impacts.</td>
</tr>
<tr>
<td>Build a Joint-Use Facility</td>
<td>yes</td>
<td>yes</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS
BY SDO CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner  Town of Wellesley, Massachusetts

Project No: 19106.00

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Description of Work</th>
<th>M/WBE</th>
<th>Dollar Value Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Steere Engineering</td>
<td>Structural Engineering</td>
<td>WBE</td>
<td>$278,350.00</td>
</tr>
<tr>
<td>2. ART Engineering</td>
<td>Data/Communications/Security</td>
<td>MBE</td>
<td>$ Above</td>
</tr>
<tr>
<td>4. ADS Environmental Eng.</td>
<td>Geoenvironmental Engineering</td>
<td>WBE</td>
<td>$ Above</td>
</tr>
<tr>
<td>5. Lisa May Design</td>
<td>Kitchen/ Food Service</td>
<td>WBE</td>
<td>$ Above</td>
</tr>
<tr>
<td>6. Stefura Associates</td>
<td>Furniture, Fixtures, Equipment</td>
<td>WBE</td>
<td>$ Above</td>
</tr>
<tr>
<td>7. Nitsch Engineering</td>
<td>Site Survey</td>
<td>WBE</td>
<td>$ Above</td>
</tr>
</tbody>
</table>

Dollar Value of MBE Commitment: $_____________________
Dollar Value of WBE Commitment: $_____________________
Total Dollar Value Commitment: $ $278,350.00
Original Fee for Basic Services Amount $ $699,800.00

DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date  8/1/2019

Symmes Maini & McKee Associates, Inc. (SMMA)
Name of Architect/Engineer
Authorized Signature

1000 Massachusetts Avenue
Address
Cambridge, MA 02138
City, State & Zip Code

ATTACHMENT C v.10.27.15  REQUEST FOR DESIGNER SERVICES (RFS)
July 24, 2019

Joseph McDonough  
Facilities Director  
Town of Wellesley  
888 Worcester Street, Suite 370  
Wellesley, Massachusetts 02482

Re: Ernest F. Upham Elementary School  
Wellesley, Massachusetts  
Designer Services Contract  
SMMA No. 19106.00

Dear Mr. McDonough:

This letter is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management’s general and specific authorization;
2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets.
3. access to assets is permitted only in accordance with management’s general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

Very truly yours,

SMMA | Symmes Maini & McKee Associates

[Signature]

Joel G. Seley, AIA
COO/Executive Vice President

cc: ACP, KMO, (MF)
ATTACHMENT E
Joseph McDonough
Facilities Director
Town of Wellesley
888 Worcester Street, Suite 370
Wellesley, MA 02482

July 22, 2019

RE: Ernest F. Upham Elementary School Project

Dear Mr. McDonough,

Pursuant to your request and at the direction of our client, Symmes Maini & McKee Associates, we respectfully submit the following statement concerning the above referenced project.

Please be advised that we have reviewed the statement of internal accounting controls prepared by Symmes Maini & McKee Associates, in connection with the above referenced project. This statement is required under Massachusetts General Law Chapter 30, Section 39R.

We have reviewed the financial statements of Symmes Maini & McKee Associates as of December 31, 2018. During the course of our review, we did not note any reportable conditions or material weaknesses in the internal control procedures. Therefore, in our opinion, representations of management are consistent with our evaluation of the system of internal accounting controls. In addition, we believe they are reasonable with respect to transactions and assets in the amount, which would be material when measured in relation to the financial statements of Symmes Maini & McKee Associates.

Sincerely,

King McNamara Moriarty LLP
ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. ______

WHEREAS, the ________________________ (“Owner”) and ________________________ (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the ____________ Project (Project Number ____________) at the ________________ School on ____________, “Contract”; and

WHEREAS, effective as of ________________, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<table>
<thead>
<tr>
<th>Fee for Basic Services:</th>
<th>Original Contract</th>
<th>After this Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility Study Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Construction Document Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Completion Phase</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

| Total Fee                                | $ __________      | $ __________        |

This Amendment is a result of:

_________________________________________________________________________________

_________________________________________________________________________________

v.10.27.15
3. The Construction Budget shall be as follows:
   Original Budget: $____________________
   Amended Budget: $____________________

4. The Project Schedule shall be as follows:
   Original Schedule: $____________________
   Amended Schedule: $____________________

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

________________________
(print name)

________________________
(print title)

By __________________________
(signature)

Date _________________________

DESIGNER

________________________
(print name)

________________________
(print title)

By __________________________
(signature)

Date _________________________

v.10.27.15
ATTACHMENT G

TRUTH IN NEGOTIATIONS CERTIFICATE
TOWN OF WELLESLEY, MASSACHUSETTS
TRUTH-IN-NEGOTIATIONS CERTIFICATE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.

2. No Consultant to, or subcontractor for the applicant has given, offered, or agreed to any gift, contribution, or offer of employment to the applicant, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.

3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the applicant has been retained or hired to solicit for/or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

4. That the applicant has internal accounting controls as required by M.G.L. c. 30, § 39R(c). and that the applicant has filed and will continue to file audited financial statements as required by M.G.L. c. 30, § 39R(d).

Name of Applicant: Symmes Maini & McKee Associates, Inc. (SMMA)

Address: 1000 Massachusetts Avenue, Cambridge, MA 02138

By: ________________________________ Title: Chief Operating Officer and Executive Vice President
Printed: Joel G. Seeley

Date: August 1, 2019
TOWN OF WELLESLEY BID FORM
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Signature of bidder]

Symmes Maini & McKee Associates, Inc. (SMMA)
Name of business
ATTACHMENT I

STUDY PHASE SCOPE OF SERVICES
19 July 2019 (rev. 07/23/19)

Joseph McDonough
Facilities Director
Town of Wellesley
888 Worcester Street
Wellesley, MA 02482

Re: Ernest F. Upham Elementary School

Wellesley, Massachusetts

Designer Services Proposal

SMMA No. 19106.00

Dear Mr. McDonough:

We are pleased to submit this proposal for Designer Services for the Ernest F. Upham and John D. Hardy Elementary Schools.

This proposal is based on the Request for Designer Services (RFS), dated April 3, 2019 and the standard Massachusetts School Building Authority (MSBA) Contract for Designer Services.

PROJECT DESCRIPTION

Ernest F. Upham Elementary School is located at 35 Wynnwood Road. The School occupies approximately 12 acres including a playground. Originally constructed in 1957 with an addition in 1967 the total building size is approximately 36,500 GSF.

John D. Hardy Elementary School is located at 293 Weston Road. The School occupies approximately 7.5 acres including a playground. Originally constructed in 1924 with additions in 1925 and 1956 the total building size is approximately 45,900 GSF. Modular units were added in 1993.

As part of the Feasibility Study, the District would like to consider the following grade configurations:

- 240 students – for grades K-5 in each of seven (7) school facilities.
- 365 students – for grades K-5 in each of six (6) school facilities.

SMMA will prepare a Feasibility Study and Schematic Design for the Elementary School in accordance with MSBA guidelines.

SCOPE OF SERVICES

This proposal is for the Feasibility Study (FS) and Schematic Design (SD) Phases of the project. Our basic services will include:

- Architectural
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Electrical, Lighting, Data & Communications Engineering
Landscape Architecture
- Interior Design for color and material selection

The following specialty consultants are included within our Scope of Services and Basic Services fee:

- Educational Programming Consultancy
- Environmental Permitting
- Sustainable Design Consultancy
- Cost Estimating
- Food Service Consultancy
- Acoustical Consultancy
- Specifications Consultancy
- Code Consultancy
- Accessibility Consultancy
- Library/Media Consultancy
- Hardware Consultancy
- Fixtures Furnishings and Equipment
- Technology Consultant/Audiovisual Consultant
- Security Consultancy
- Hydrant Flow Testing

The following reimbursable consultants are considered Extra Services per Article 4.11 of the Contract for Designer Services. A budget of Three Hundred Seventy Three Thousand Three Hundred ($373,300.00) dollars inclusive of the 10% markup is recommended for the services described in Attachment A.

- Traffic Consultancy
- Geo-Environmental
- Hazardous Material Consultancy
- Topographical Survey
- Historic Consultancy
- Solar PV Consultancy

It has been requested that the existing conditions for both the Hardy and Upham sites be investigated fully during the Feasibility Study phase. The existing conditions investigations and other site specific reimbursable services have been outlined in Attachment A.

FEASIBILITY STUDY

The Feasibility Study will follow the MSBA Guidelines as defined with Module 3 and will consider renovations, renovations and additions and new construction on the existing school site.

The scope of services for the feasibility study will include developing the educational program; assessing the existing Upham school site (12 acres) and building and assessing the Hardy site (7.5 acres); developing construction options and estimates; and assisting in the selection of a preferred option. The Feasibility Study is assembled into two reports: (1) the Preliminary Design Program (PDP) and (2) the Preferred Schematic report (PSR) to be submitted to the MSBA.
The report will include the elements defined in Designer Services Contract sections 7.3.1 through 7.3.6, and the MSBA Module 3 submission requirements.

SCHEMATIC DESIGN FOR THE PREFERRED OPTION

Services for this phase will develop the one preferred option from the PSR to a Schematic Design level in accordance with the requirements of the Design Services Contract section 7.4 and the MSBA Module 4 submission requirements.

SCHEDULE

We anticipate the following milestones for the Feasibility/Schematic Design Schedule as provided by the OPM in the schedule dated 4/12/2019. The MSBA 2020 calendar has not been finalized at this time therefore some dates may be subject to change as indicated with an asterisk.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 25, 2019</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>December 18, 2019</td>
<td>Submit Preliminary Design Program to MSBA (PDP)</td>
</tr>
<tr>
<td>May 06, 2020*</td>
<td>Submit Preferred Schematic Design to MSBA (PSR)</td>
</tr>
<tr>
<td>June 24, 2020*</td>
<td>MSBA Board approves Feasibility Study</td>
</tr>
<tr>
<td>December 21, 2020*</td>
<td>Submit Schematic Design to MSBA (SD)</td>
</tr>
<tr>
<td>February 10, 2021*</td>
<td>MSBA Board approves Schematic Design</td>
</tr>
<tr>
<td>April 01, 2021*</td>
<td>Town Vote</td>
</tr>
</tbody>
</table>

ASSUMPTIONS AND QUALIFICATIONS

Swing Space – Assumes only the existing Hardy and Upham Sites will be studied for swing space. This includes continued use of one existing building or the other, or the addition of modular classrooms to either site. No other sites or buildings are included in the study.

Wetlands – This proposal does not include wetlands consultancy as there are no known wetlands on either the Hardy or Upham school sites.

Existing Trees – This proposal includes SMM&A’s Landscape Architect visiting the existing Upham site to review the condition of the existing trees. It does not include professional arborist consultancy.

BASIC SERVICES COMPENSATION

Feasibility Study
   Architectural and Engineering services $411,000

Schematic Design for the One Preferred Option
   Architectural and Engineering services $288,800

Total $699,800

Identified expenses to be included in the lump sum compensation include:
a. Transportation
b. Reproduction and Printing

c. Delivery and Postage

d. Telephone and Faxes

Identified expenses not included in the lump sum compensation include:

a. Outside Professional Renderings

b. Fees associated with LEED registration

c. Website management

Very truly yours,

SMMA | Symmes Maini & McKee Associates

Alex Pitkin, AIA
Senior Vice President

cc: KMO, (MF)

enclosures: Attachment A
MEMORANDUM

To: Joseph McDonough
From: Kristen Olsen, AIA
Project: Ernest F. Upham Elementary School
Re: Reimbursable Consultant Scope
Distribution: Jeff D'Amico, ACP (MF)

Date: 07/18/19 (rev. 07/23/19)
Project No.: 19106.00

The purpose of this memorandum is to outline the scope of services for reimbursable consultants during the Feasibility Study and Schematic Design phases of the project and the basis of the recommended budget of Three Hundred Seventy Three Thousand three hundred ($373,300.00) dollars.

REIMBURSABLE CONSULTANT SERVICES – FEE SUMMARY

<table>
<thead>
<tr>
<th>Hardy Feasibility Study</th>
<th>Upham Feasibility Study</th>
<th>Hardy Schematic Design</th>
<th>Upham Schematic Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Consultancy</td>
<td>$45,000.00</td>
<td>$32,000.00</td>
<td>$38,000.00</td>
</tr>
<tr>
<td>Geo-Environmental Consultancy</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>Hazardous Material Consultancy</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Consultancy</td>
<td>$23,625.00</td>
<td>$23,625.00</td>
<td></td>
</tr>
<tr>
<td>Topographical Survey</td>
<td>$51,800.00</td>
<td>$76,300.00</td>
<td></td>
</tr>
<tr>
<td>Historical Consultancy</td>
<td>$5,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solar PV Consultancy</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>subtotal</strong></td>
<td><strong>$147,425.00</strong></td>
<td><strong>$153,925.00</strong></td>
<td><strong>$38,000.00</strong></td>
</tr>
<tr>
<td>10% Markup</td>
<td>$14,742.50</td>
<td>$15,392.50</td>
<td>$3,800.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$162,167.50</strong></td>
<td><strong>$169,317.50</strong></td>
<td><strong>$41,800.00</strong></td>
</tr>
</tbody>
</table>
REIMBURSABLE CONSULTANT SERVICES – DESCRIPTION OF SERVICES SUMMARY

Traffic Consultancy (BETA)

Feasibility Study Phase

MassDOT Safe Route to School Program

- Identify benefits and process for the Town to participate in this program.

Traffic studies that meet MSBA requirements for Feasibility at both Hardy and Upham Sites. MSBA utilizes MassDOT Traffic Study Guidelines. Study will follow these guidelines.

- Study consists of analyzing four intersections for both Hardy and Upham.
- Assume school redistricting
- Collect new traffic data for four intersections
- Develop trip generation and distribution
- Perform LOS analysis,
- Provide recommendations.
- Technical memo summarizing study
- Meetings /Coordination (Assume 3 meetings).

Process information on obtaining new access to Route 9 for Hardy scenario (MassDOT Highway Access Permit application)

- Prepare preliminary design concept plan with drainage info for the curb-cut and traffic analysis.
- Assume field survey will be provided.
- Complete application form and fee.
- Meeting/Coordination (assume one meeting with MassDOT and one Project Team)

Schematic Design Phase

Final traffic study: additional day of counts and response to SMMA design during Schematic Design for the preferred site.

- Assume study will follow Wellesley PSI requirements.
- Assume school redistricting
- Assume final traffic study will occur two years after the feasibility phase, hence new traffic data will be needed
- Collect new traffic data and data to perform sight distance analysis
- Develop trip generation and distribution
- Perform LOS and crash/safety analysis,
- Provide recommendations.
- Sight distance analysis
- Final report summarizing study
- Review SMMA preferred concept layout related to traffic circulation and parking layout
- Meetings and Coordination (assume 6 meetings (BOS, School Committee, Planning Department)
Geo-Environmental Consultancy (ADS Environmental)

Feasibility Study Phase

Phase I Initial Site Investigation conforming to 310 CMR 40.00 for each of the two school sites. This task and fee includes no sampling. Should a Phase II be required as a result of the Phase I findings, a proposal will be submitted as MSBA will required this for Schematic Design.

Schematic Design Phase

Phase II Environment Site Assessment (if required) including soil characterization during geotechnical boring program between $15,400 and $16,800. This budget has not been carried in the $340,000.00 reimbursable budget noted above. This proposal should be solicited after completion of the Phase I ESA.

Hazardous Material Consultancy (Noble)

Feasibility Study Phase

Visual assessment of each of the two schools for the presence of any hazardous materials including, lead, lead paint, mercury, radon, mold and asbestos. Limited testing of ACMs and LBP at each school including recommendations for additional testing if required. Preliminary cost information based on the initial assessment quantities. Includes the review of any AHERA or other existing hazardous materials reports made available by the Town. PCBs are not being tested or quantified.

Geotechnical Engineering (Noble)

Feasibility Study Phase

Minimum of four (4) days of drilling, or minimum of 12 borings at both Hardy and Upham sites. Conversion of four (4) borings to monitoring wells and six (6) follow-up visits to take readings spaced equally from the time of installation to the end of Schematic Design. No infiltration testing for stormwater is included. Borings in pavement will be patched and borings in lawn will have topsoil replaced and seeded. Note: for the Upham site, it may be recommended to replace a limited number of borings with test pits due to the existing rock outcroppings.

Topographical Survey (Nitsch)

Feasibility Study

For both Hardy and Upham School Sites: Property Line Survey including deed research, field locations of property markers and lines, locating easements of record. Topographic and utility survey to including 1-foot contours, location of observable surface improvements within the survey limits, additional research on utilities to obtain record data, location of utilities based on visible above-ground utility features, obtain pipe size, material and rim and invert elevations. Collect field locations of Geotech borings and process locations into base map.

Historic Consultancy (Epsilon)

Feasibility Study Phase

Historic review and consultancy on the Hardy school building including a letter report outlining the findings of the assessment, recommendations for schematic design. Review of SMMA prepared PNF.
Photovoltaic Consultancy (Solar Design Associates)

Feasibility Study Phase

Study of the Hardy and Upham sites to advise on likely capacity for solar PV array. Report on achievable kwh output including recommendations for further design and cost estimate.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Poope Professional Ltd.
107 Audubon Rd, #2, Ste. 305
Wakefield, MA 01880
Thomas M. Mullard

CONTACT NAME: Thomas M. Mullard
PHONE A/C No. Ext.: 781-245-5400
FAX A/C No.: 781-245-5463
E-MAIL: N/A

INSURER A: Continental Casualty Company
INSURER B: Berkley Design Professional
INSURER C: 32603
INSURER D:
INSURER E:
INSURER F:

COVERAGE:

COVERAGE NUMBER:

REVOLUTION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Project: Ernest F. Upham Elementary School - Feasibility Study Phase
Town of Wellesley & Massachusetts School Building Authority are included as additional insureds on general, auto & umbrella liability policies as required by written contract.
Valuable Papers Limit: $1,000,000

CERTIFICATE HOLDER
Town of Wellesley
888 Worcester Street Suite 370
Wellesley, MA 02482

CANCELLATION
TOWN43

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Symms Maini & McKee Associates, Inc.

Business name/disregarded entity name, if different from above

SMMA

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) □

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

- Exempt payee code (if any) □
- Exemption from FATCA reporting code (if any) □

(print or type.)

Address (number, street, and apt. or suite no.) See instructions.

1000 Massachusetts Avenue

City, state, and ZIP code

Cambridge, MA 02138

List account number(s) here (optional)

Requester’s name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person □ □

Date □ 01/09/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
ATTACHMENT L

DESIGNER’S PERSONNEL ASSIGNED TO PROJECT
**SMMA Project Leadership**

**Principal-in-Charge**
SMMA
Alex Pitkin, AIA, MCPPO
MA Reg. #80809

**Project Manager**
SMMA
Kristen Olsen, AIA, MCPPO
MA Reg. #951337

**Multi-Disciplinary Project Team**

**Architect / Accessibility**
SMMA
Anthony Iacovino, AIA, LEED AP
MA Reg. #8632

**Landscape Architecture**
SMMA
Peter Lukacik, ASLA
MA Reg. #955

**Electrical / Lighting**
SMMA
Rafael Guerevich, PE
MA Reg. #35460

**Hazardous Materials**
Nobis Engineering, Inc. (MBE)
Jeffery Brunelle
MA Reg. #N/A

**Specifications Consultant**
SMMA
Kristin Norwood, CSI, CDT
MA Reg. #N/A

**Code Consultant**
Building, Fire & Access, Inc.
Robert Carasitti, PE
MA Reg. #39551

**Net Zero**
Maclay Architects
William T. Maclay, FAIA, LEED AP
MA Reg. #6532

**Educational Programming**
SMMA
Philip J. Poinelli, FAIA, ALEP, LEED AP
MA Reg. #5566

**Fire Protection / Plumbing Engineering**
SMMA
Paul Elliott, PE LEED AP
MA Reg. #5153

**Geotechnical Consultant**
Nobis Engineering, Inc. (MBE)
Michael A. Alance, PE
MA Reg. #49940

**Kitchen / Food Service Consultant**
Lisa May Design (WBE)
Lisa May
MA Reg. #N/A

**Technology / Audio Visual Consultant**
AcenTech Inc.
Brian Masello
MA Reg. #N/A

**Furniture, Fixtures and Equipment Consultant**
Stefura Associates (WBE)
Lianne Vivilecchia, IIDA
MA Reg. #N/A

**Civil Engineering/Environmental Permitting**
SMMA
Erin Prestileo, PE
MA Reg. #22712

**HVAC Engineering**
SMMA
Andrew Oldeman, PE, CEM, LEED AP
MA Reg. #42508

**Geoenvironmental Engineering**
ADS Environmental Engineering (WBE)
Andrea D. Stiller, LSP
MA Reg. #2893

**Acoustical Consultant**
AcenTech Inc.
Iona Pileana
MA Reg. #N/A

**Sustainable / Green Design / Renewable Energy Consultant**
SMMA
Marline Dion, FAIA, LEED AP BD+C
MA Reg. #30049

**Site Survey**
Nitsch Engineering (WBE)
Mark Violette, PLS
MA Reg. #40768

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**Updated July 2016**
10. Appoint new member SBHD

The Board in July appointed a Single Building Historic District Study Committee for the property at 323 Washington Street. At the time, the group was looking for an architect to sit on the committee. I had reached out to Jacob Lilley and he was on vacation. He has returned and has agreed to participate in the SBHD Study Committee.

MOTION
MOVE to appoint Jacob Lilley to the 323 Washington Street Single Building Historic District Committee Study Committee.
11. **Vote SMMA Contract for Hardy/Upham**

As was done previously, the contract for SMMA who has been selected as the designer for the Upham/Hardy MSBA project has been approved by the School Building Committee and will require approval by the Board of Selectmen. Please find a copy of the contract for your review.

**MOTION**

MOVE to approve the contract for SMMA to perform design services for the Hardy/Upham MSBA project.
12. Project Updates

School Building Committee
Tom Ulfelder will give a status update on the Hunnewell Feasibility Study and the Hardy/Upham MSBA project.
13. **New Business and Correspondence**

- Animal Control Update
- Updated Select Board Data
- Mass Bay Press Release
- COA donations
- Chief Pilecki Correspondence
- Old Town Road News Coverage
Wellesley Animal Control Monthly Report
June 2019

6/7 I helped with the last class for the 2019 ACOAM academy in Boylston, MA.

6/12 I attended the Senior issues meeting at the Senior center.

6/19 I participated on a conference call for the Animal Control Officers Asso. of Mass. board meeting.

6/18 and 6/25 I meet with the ACOAM committee at the Weston PD. We are working on updating history of the organization and preparation to submit for the Outstanding State Association award with the National Animal Care and Control Association annual conference/training in the fall.

6/26 I participated in the seminar held here at the Wellesley Police station. The topic was Protecting Pets in Hot/Cold Cars. Thanks to a grant, this was a free program from the Mass. Animal Coalition. It also had continuing education credits from the Mass. Animal Fund Animal Control Training Institute.

A photo on Facebook resulted in a call to animal control. I removed a trap from Reeds Pond. A dead raccoon was inside crammed up in the one corner of the trap that was not under water. I gave out information on humanely dealing with wildlife to the Wellesley Townsman. I also have information on the town Animal Control web page with tips on humane ways to deal with wildlife problems.

I fielded lots of calls about fox with kits, baby bunnies, nuisance chipmunks, a few deer/fawn calls. I gave out information on humane solutions, the fliers from Mass. Fisheries and Wildlife “Leave them there” and “It is illegal to relocate wildlife”.

I assisted with turtles, ducks with ducklings crossing roads.

I dealt with sick chipmunks next to bait boxes. I explained how the poison goes up the food chain and kills hawks. The hawks are nature’s way of controlling the rodent population without poisoning our environment.

I also alerted the DPW about beaver activity on Lowell Rd which is affecting the storm drainage system. I also alerted the Board of Health as this could affect flooding in the area including basements and septic systems.
Breakdown of enforcement

66 Warnings (33 unvaccinated, 29 unlicensed)
42 Citations (17 unvaccinated, 23 unlicensed)
14 Follow up letters unpaid fines
0 Request for Court hearings

After no response to follow up letters on unpaid fines I send the information to court to request hearings.

A volunteer continues to take photos of stray pets and post them on social media. This helps to keep in mind that owners of lost pets should report lost pets to Animal Control, thus helping us get more returned to the owners. A student also posts adoptable pets on petfinder.com and uploads video of each pet that is available for adoption.

I update town animal control web site to alert citizens or current issues about pets and wildlife around town.

ON my own time

6/9 I participated in Amity day. World of Wellesley and Needham share this event. This year the event was at the Needham historical society. Next year WOW will be the sponsor here in Wellesley

6/15 and 6/29 I worked with Unleashed by Petco with info table to answered citizens questions and used my camper as a mobile adoption site to show cats we have available for adoption. Since current state law does not allow shelter animals in pet stores without an approved 48 quarantine room. I use the camper to set up in parking lot and work with other shelters to help highlight pets needing homes.

6/27 I attended meeting at the MSPCA in Boston. I continue working with Linkup Education Network and coordinate their safepeoplesafepets program. When a domestic violence advocate calls, we help find foster homes for the pets of domestic violence victims in order to remove one of the barriers that may prevent them from leaving a dangerous situation.

I continue to help set up weekly trainings for Search and Rescue ground searchers and k-9 handlers.
Month of: **JUNE 2019**

**76** Total incidents investigated

- 19 Loose/Uncontrolled
- 2 Bite
- 1 Bark
- 41 Wild
- 4 Cat
- 9 Other

**Off Duty calls**
**Police Responded** 24

- 7 Loose/Uncontrolled
- 2 Bite
- 1 Bark
- 11 Wild
- 1 Cat
- 2 Other

**Report filed/Assistance given** 16
**Gone on arrival/Quiet** 18

**108** Total actions taken

- 66 Warning
- 4 Loose
- 29 Unlicensed
- 33 Unvaccinated

- 2 $50.00 Loose
- 23 $25.00 Unlicensed
- 17 $50.00 unvaccinated

**37** Total Animals Picked Up

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<th>Domestic</th>
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<tr>
<td>3</td>
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**On Hand Beginning**

- Hospital
- Truck
- Station

**Dead on arrival**

**3** 1

**Returned to owner/wildlife released**

- Adopted
- Transferred to humane Shelter
- Euthanized
- Deceased-unclaimed

**On hand end**
Wellesley Animal Control Monthly Report

Number of calls received daily: **JUNE 2019**

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Average calls per day: **13-14**

Total Calls this year: **2166**

Type of Calls

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Violation calls

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<td>Bark</td>
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<td>Other</td>
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Total Violation calls this year: **213**
Massachusetts Animal Coalition
Working together to decrease the number of homeless, neglected, displaced and abused animals in Massachusetts.

Protecting Pets in Hot/Cold Cars
Informational Round Table Discussion

The Massachusetts Animal Coalition invites Animal Control Officers
to an Informational afternoon on Wednesday, June 26, 2019 from 1 to 4 PM

Join us for a round table discussion on MGL Ch 140 Section 174F - “Confinement of animal in a motor vehicle causing exposure to extreme heat or cold; protection of animal by animal control or law enforcement officer; or fire fighter; penalties”

The Mass Animal Coalition Task Force, “Protecting Pets in Hot/Cold Cars”, will be hosting Animal Rescue League’s own Lt. Alan Borgal and Wellesley ACO Sue Webb for a discussion on this law which will include:

- A discussion on exigent circumstances
- Public education
- Tips on how best to address irate and defensive people in violation of the law and Good Samaritans not following commands of law enforcement
- How best to remove a pet from a car and give the pet care at the scene
- Working with your local Police Department

During our discussion we will leave ample time for questions from ACOs and for ACOs to give their input on what has worked for them and what issues they have come across in the field. Mass Animal Fund Continuing Education credits are available for ACOs attending.

The Massachusetts Animal Coalition, using funds from a Humane Society of the US (HSUS) grant, will also be offering opportunities for low budget Towns & Cities to obtain educational signage to further prevent pets in left in hot & cold cars.

This discussion will be held at the Wellesley Police Department located near Rt. 9 and Rt. 128 at:

485 Washington Street/Rt. 16 Wellesley, MA 02482

Refreshments will be served. Please register by Friday, June 21.
Meghan,

I had sent out a request for information to my contact list asking for information regarding what they call their executive Board and how they refer to individual members. I received some helpful feedback as well as using the list sent from KC previously for the same information. Utilizing the websites for individual towns across the state, I believe the attached list is as close to complete as it can be at this time. Some of the towns are officially “Board of Selectmen” but use “Selectboard” interchangeably; and others are BOS but are discussing changing. My count has 201 officially BOS, 92 changed to “Select Board/Selectboard” and 11 using different terms. I kept comments from KC’s sheet and added in those I received as well.

I attached the spreadsheet for the next discussion on this topic.

Cay

Cathryn Meagher
Executive Assistant
Town of Wellesley
525 Washington Street
Wellesley, MA 02482
(781) 431-1019 ext: 2219
<table>
<thead>
<tr>
<th>Town Name</th>
<th>Executive Board Name</th>
<th>Comments received from outreach to towns</th>
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</thead>
<tbody>
<tr>
<td>Board of Selectmen</td>
<td>201</td>
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<td>Select Board/Selectboard</td>
<td>92</td>
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<td>Other</td>
<td>11</td>
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<td>Abington</td>
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<td>Acton</td>
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<td>Acushnet</td>
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<td>Adams</td>
<td>Board of Selectmen</td>
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<td>Andover</td>
<td>Board of Selectmen</td>
<td>article ATM 2019 to change to Selectboard</td>
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<td>Aquinnah</td>
<td>Board of Selectmen</td>
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<td>Asburnham</td>
<td>Board of Selectmen</td>
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<td>Ashby</td>
<td>Board of Selectmen</td>
<td>The Chair of the Board is addressed as Madam Chairman</td>
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<td>Assonet</td>
<td>Board of Selectmen</td>
<td>Selectman</td>
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<td>Athol</td>
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<td>Avon</td>
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<td>Barre</td>
<td>Board of Selectmen</td>
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<td>Becket</td>
<td>Board of Selectmen</td>
<td>the members are called selectman, member (chairperson, vice chairperson, clerk or chair, vice chair) of the board of selectmen</td>
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<tr>
<td>Bedford</td>
<td>Board of Selectmen</td>
<td>the Board will begin discussion on a name change in the fall as they now have three women board members</td>
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<td>Belchertown</td>
<td>Board of Selectmen</td>
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<td>Bellingham</td>
<td>Board of Selectmen</td>
<td>they have mostly have members who refer to themselves as selectmen, but they do have a female board member who prefers selectwoman</td>
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<td>Berkley</td>
<td>Board of Selectmen</td>
<td>Everyone is referred to as selectman</td>
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<td>Berlin</td>
<td>Board of Selectmen</td>
<td>article ATM 2019 to change to Select Board</td>
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<td>Billerica</td>
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<td>Blackstone</td>
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<td>Brookfield</td>
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<td>Burlington</td>
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<td>Canton</td>
<td>Board of Selectmen</td>
<td>Everyone is referred to as selectman</td>
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<td>Carlisle</td>
<td>Board of Selectmen</td>
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<td>Charlton</td>
<td>Board of Selectmen</td>
<td>it came up and they were deciding whether to change it or not but kept Board of Selectmen</td>
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<td>Chatham</td>
<td>Board of Selectmen</td>
<td>they refer to all members as Selectmen</td>
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<td>Chelmsford</td>
<td>Board of Selectmen</td>
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<td>Chester</td>
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<td>Chilmark</td>
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<td>Clinton</td>
<td>Board of Selectmen</td>
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<td>Town</td>
<td>Board of Selectmen</td>
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<td>Cohasset</td>
<td>Board of Selectmen</td>
<td>currently one female member is content with being called selectmen</td>
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<td>Cummingston</td>
<td>Board of Selectmen</td>
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<td>Danvers</td>
<td>Board of Selectmen</td>
<td>everyone is referred to as selectman. The current chairman would</td>
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<td>like to change to select board and a committee has been formed to</td>
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<td>study this</td>
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<td>Dennis</td>
<td>Board of Selectmen</td>
<td>they use selectman and selectwoman, occasionally call the ladies</td>
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<td>Selectmen</td>
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<td>Dighton</td>
<td>Board of Selectmen</td>
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<td>Douglas</td>
<td>Board of Selectmen</td>
<td>Everyone is referred to as selectman</td>
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<td>Dover</td>
<td>Board of Selectmen</td>
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<td>Dracut</td>
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<td>Dudley</td>
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<td>Dunstable</td>
<td>Board of Selectmen</td>
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<td>Duxbury</td>
<td>Board of Selectmen</td>
<td>they are referred to as selectman as they don't have a woman on</td>
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<td>the board, but if they did, she would be referred to as selectwoman</td>
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<td>East Bridgewater</td>
<td>Board of Selectmen</td>
<td>They have 2 men and 1 woman; all referred to as selectmen</td>
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<td>East Brookfield</td>
<td>Board of Selectmen</td>
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<td>Eastham</td>
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<td>Florida</td>
<td>Board of Selectmen</td>
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<td>Foxborough</td>
<td>Board of Selectmen</td>
<td>each member is a selectman</td>
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<td>Freetown</td>
<td>Board of Selectmen</td>
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<td>Georgetown</td>
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<td>Gosnold</td>
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<td>Granby</td>
<td>Board of Selectmen</td>
<td>they will be changing to selectboard when they approve their</td>
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<td>updated bylaws before the year end</td>
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<td>Groveland</td>
<td>Board of Selectmen</td>
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<td>Hamilton</td>
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<td>Hampden</td>
<td>Board of Selectmen</td>
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<td>Hanover</td>
<td>Board of Selectmen</td>
<td>they refer to members as selectman or selectwoman</td>
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<td>Hanson</td>
<td>Board of Selectmen</td>
<td>All members are referred to as selectman and their female chairman</td>
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<td>prefers the title of &quot;Chairman&quot;</td>
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<td>Hardwick</td>
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<td>Hingham</td>
<td>Board of Selectmen</td>
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<td>Holbrook</td>
<td>Board of Selectmen</td>
<td>have began discussions to change it to Select Board</td>
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<td>Holland</td>
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<td>Holliston</td>
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<td>Hopedale</td>
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<td>Hubbardston</td>
<td>Board of Selectmen</td>
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<td>Hudson</td>
<td>Board of Selectmen</td>
<td>referred to as selectman as they are all male</td>
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<td>Town</td>
<td>Board of Selectmen</td>
<td>Additional Information</td>
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<td>Hull</td>
<td>Board of Selectmen</td>
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<td>Huntington</td>
<td>Board of Selectmen</td>
<td>use Selectboard and BOS</td>
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<td>Kingston</td>
<td>Board of Selectmen</td>
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<td>Lakeville</td>
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<td>Lanesborough</td>
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<td>Lee</td>
<td>Board of Selectmen</td>
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<td>Lenox</td>
<td>Board of Selectmen</td>
<td>uses board of selectman and select board interchangeably and they are referred to as selectman</td>
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<td>Leyden</td>
<td>Board of Selectmen</td>
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<tr>
<td>Lincoln</td>
<td>Board of Selectmen</td>
<td>&quot;Looked at that many times but it seems like Select Board is a little more exclusive sounding than we are comfortable with&quot;</td>
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<td>Littleton</td>
<td>Board of Selectmen</td>
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<td>Ludlow</td>
<td>Board of Selectmen</td>
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<tr>
<td>Lunenburg</td>
<td>Board of Selectmen</td>
<td>article ATM 2019 to change to Select Board, everyone is a selectman, still waiting on approval from state to change it</td>
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<td>Lynnfield</td>
<td>Board of Selectmen</td>
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<td>Manchester-By-The-Sea</td>
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<td>Marblehead</td>
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<td>Marion</td>
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<td>Marshfield</td>
<td>Board of Selectmen</td>
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<td>Mashpee</td>
<td>Board of Selectmen</td>
<td>the members are called Selectmen although as times the female member is referred to as a selectwoman, the officers are now listed as Chair and Vice Chair</td>
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<td>Mattapoisett</td>
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<td>Maynard</td>
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<td>Medfield</td>
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<td>Medway</td>
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<td>Mendon</td>
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<td>Merrimac</td>
<td>Board of Selectmen</td>
<td>each member chooses that they'd like to use as a title</td>
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<td>Middleborough</td>
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<td>Middleton</td>
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<td>Millbury</td>
<td>Board of Selectmen</td>
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<td>Millis</td>
<td>Board of Selectmen</td>
<td>informally using &quot;Select Board&quot; until it passes at their November town meeting, they anticipate using the term select board member</td>
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<tr>
<td>Millville</td>
<td>Board of Selectmen</td>
<td>all members use selectmen - female selectman prefers it as a term she says it reflects &quot;human&quot; not &quot;man&quot;</td>
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<td>Montgomery</td>
<td>Board of Selectmen</td>
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<td>Nahant</td>
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<td>New Marlborough</td>
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<td>Newbury</td>
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<td>North Andover</td>
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<td>North Attleboro</td>
<td>Board of Selectmen</td>
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<tr>
<td>North Brookfield</td>
<td>Board of Selectmen</td>
<td>sometimes referred to as select board, they refer to themselves as selectman and they have an all-male board right now</td>
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<tr>
<td>Town</td>
<td>Board of Selectmen</td>
<td>Notes</td>
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<tr>
<td>Northborough</td>
<td>Board of Selectmen</td>
<td>They use selectman/selectwoman when referring to the individually directly and they use &quot;Board members&quot; when referring to the vote once the motion is made</td>
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<td>Northbridge</td>
<td>Board of Selectmen</td>
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<td>Oak Bluffs</td>
<td>Board of Selectmen</td>
<td>use &quot;selectman&quot; for all members</td>
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<td>Oakham</td>
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<td>Orange</td>
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<td>Orleans</td>
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<td>article ATM 2019 to change to Select Board</td>
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<td>Otis</td>
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<td>Oxford</td>
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<td>Plainville</td>
<td>Board of Selectmen</td>
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<td>Plymouth</td>
<td>Board of Selectmen</td>
<td>article in 2018 to change to Selectboard, awaiting Leg. approval</td>
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<td>Plympton</td>
<td>Board of Selectmen</td>
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<td>Provincetown</td>
<td>Board of Selectmen</td>
<td>article in 2018 to change to Select Board, awaiting approval</td>
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<tr>
<td>Raynham</td>
<td>Board of Selectmen</td>
<td>They are called the Chair, Vice Chair, and Member</td>
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<td>Rehoboth</td>
<td>Board of Selectmen</td>
<td>Everyone is referred to as selectman</td>
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<td>Richmond</td>
<td>Board of Selectmen</td>
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<td>Rochester</td>
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<td>Rockport</td>
<td>Board of Selectmen</td>
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<td>Rowe</td>
<td>Board of Selectmen</td>
<td>Members are referred to as a selectman, whether the person is male or female. &quot;Officially the term 'selectman' is deemed gender-neutral&quot;</td>
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<td>Rowley</td>
<td>Board of Selectmen</td>
<td>article ATM 2019</td>
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<td>Salisbury</td>
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<td>Sandisfield</td>
<td>Board of Selectmen</td>
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<td>Sandwich</td>
<td>Board of Selectmen</td>
<td>they still use selectman as they have an all-male board currently, when they had a woman that was chair, she was referred to as &quot;Chair&quot;</td>
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<td>Saugus</td>
<td>Board of Selectmen</td>
<td>has not discussed changing it yet</td>
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<td>Sheffield</td>
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<td>Shrewsbury</td>
<td>Board of Selectmen</td>
<td>referred to as selectman</td>
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<td>Somerset</td>
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<td>Southborough</td>
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<td>Spencer</td>
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<td>Town</td>
<td>Board of Selectmen</td>
<td>Notes</td>
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<tr>
<td>Sterling</td>
<td>Board of Selectmen</td>
<td>uses this as the official designation, however they have a new woman board member who has stated that she wants the board to consider the adoption of gender neutral terminology, therefore they use &quot;Selectboard&quot; and refer to her as &quot;Selectwoman&quot; whenever possible (minutes and correspondence&quot;. They do have another woman who specifically wants to be addressed and referred to as &quot;Selectman&quot;.</td>
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<tr>
<td>Stockbridge</td>
<td>Board of Selectmen</td>
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<td>Stoughton</td>
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<td>Board of Selectmen</td>
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<td>Sturbridge</td>
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<td>refers to as selectman, currently have no women on the 3-member board</td>
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<td>article ATM 2019 to change to Select Board</td>
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<td>Ware</td>
<td>Board of Selectmen</td>
<td>Each member is a selectman</td>
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<td>West Bridgewater</td>
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<td>West Brookfield</td>
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<td>West Tisbury</td>
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<td>Westford</td>
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<td>Westminster</td>
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<td>Westport</td>
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<td>Weston</td>
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<td>Westport</td>
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<tr>
<td>Westwood</td>
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<tr>
<td>Town</td>
<td>Type</td>
<td>Note</td>
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<td>--------------------</td>
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<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Whitman</td>
<td>Board of Selectmen</td>
<td>Everyone is referred to as selectman, they use Select Board and Board of Selectman interchangeably, there has been no official movement to change it to Select Board in many years, they had one woman on the board for a long time and she did not see the name of the board as an issue, sometimes they are referred to as board member, they use the term &quot;chair&quot; for the chairr of the board</td>
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<tr>
<td>Wilbraham</td>
<td>Board of Selectmen</td>
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<tr>
<td>Williamsburg</td>
<td>Board of Selectmen</td>
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<td>Wilmington</td>
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<td>Winchendon</td>
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<td>Wrentham</td>
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<td>Yarmouth</td>
<td>Board of Selectmen</td>
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<tr>
<td>Alford</td>
<td>Select Board</td>
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<tr>
<td>Amherst</td>
<td>Select Board</td>
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<tr>
<td>Arlington</td>
<td>Select Board</td>
<td>They use select board member, chair and vice-chair, they have started calling the office the select board office</td>
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<tr>
<td>Ashfield</td>
<td>Select Board</td>
<td>the individual members are referred to as select board members</td>
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<tr>
<td>Ashland</td>
<td>Select Board</td>
<td>they are considered Select Board Members</td>
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<tr>
<td>Auburn</td>
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<td>Belmont</td>
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<td>Bernardston</td>
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<tr>
<td>Blandford</td>
<td>Select Board</td>
<td></td>
</tr>
<tr>
<td>Boxborough</td>
<td>Select Board</td>
<td></td>
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</tbody>
</table>
| Brewster           | Select Board          | Called Selectperson, have a Town Meeting article change name from Board of Selectman to Select Board, their minutes use select person and chair, "Just be aware that State Law still reads Board of Selectman, so while our agendas and minutes and quite a few documents read Select Board, we still use the term Board of Selectman on things like our Town Meeting warrant, etc."
<p>| Brookline          | Select Board          | referred to as select board member                                   |
| Buckland           | Select Board          |                                                                      |
| Carver             | Select Board          |                                                                      |
| Charlemont         | Select Board          |                                                                      |
| Cheshire           | Select Board          |                                                                      |
| Chesterfield       | Select Board          |                                                                      |
| Clarksburg         | Select Board          |                                                                      |
| Colrain            | Select Board          |                                                                      |
| Concord            | Select Board          |                                                                      |
| Conway             | Select Board          |                                                                      |
| Dalton             | Select Board          |                                                                      |
| Dartmouth          | Select Board          |                                                                      |
| Dedham             | Select Board          |                                                                      |
| Easton             | Select Board          |                                                                      |
| Egremont           | Select Board          | Unofficially gone to selectboard, they have one board member who prefers being called selectwoman |
| Gill               | Select Board          |                                                                      |
| Goshen             | Select Board          |                                                                      |</p>
<table>
<thead>
<tr>
<th>Town</th>
<th>Board Description</th>
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<tbody>
<tr>
<td>Grafton</td>
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<tr>
<td>Groton</td>
<td>Select Board</td>
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<tr>
<td>Hadley</td>
<td>Select Board</td>
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<td>Hancock</td>
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<td>Harvard</td>
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<tr>
<td>Heath</td>
<td>Select Board</td>
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<td>Hinsdale</td>
<td>Select Board</td>
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<tr>
<td>Holden</td>
<td>Select Board</td>
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<tr>
<td>Hopkinton</td>
<td>Select Board</td>
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<tr>
<td>Ipswich</td>
<td>Select Board</td>
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<tr>
<td>Leicester</td>
<td>Select Board</td>
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<tr>
<td>Leverett</td>
<td>Select Board</td>
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<tr>
<td>Lexington</td>
<td>Select Board</td>
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<tr>
<td>Longmeadow</td>
<td>Select Board</td>
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<tr>
<td>Mansfield</td>
<td>Select Board</td>
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<tr>
<td>Milton</td>
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<tr>
<td>Moneteray</td>
<td>Select Board</td>
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<tr>
<td>Monroe</td>
<td>Select Board</td>
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<tr>
<td>Monson</td>
<td>Select Board</td>
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<tr>
<td>Mt Washington</td>
<td>Select Board</td>
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<tr>
<td>Nantucket</td>
<td>Select Board</td>
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<tr>
<td>Needham</td>
<td>Select Board</td>
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<tr>
<td>New Ashford</td>
<td>Select Board</td>
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<tr>
<td>New Braintree</td>
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<tr>
<td>New Salem</td>
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<td>Norfolk</td>
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<td>North Reading</td>
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<td>Northfield</td>
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<td>Peru</td>
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<td>Plainfield</td>
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<td>Princeton</td>
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<td>Reading</td>
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<td>Rutland</td>
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<tr>
<td>Savoy</td>
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<tr>
<td>Sharon</td>
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<tr>
<td>Sherborn</td>
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<tr>
<td>Shutesbury</td>
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<td>South Hadley</td>
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<tr>
<td>South Hampton</td>
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<td>Southwick</td>
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<td>Stoneham</td>
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<td>Truro</td>
<td>Select Board</td>
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<tr>
<td>Wales</td>
<td>Select Board</td>
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<tr>
<td>Wellfleet</td>
<td>Select Board</td>
</tr>
</tbody>
</table>

- **Grafton Select Board**: They are called select board member.
- **Groton Select Board**: Referred to as selectperson or select board member.
- **Hadley Select Board**: Use selectman or selectwoman.
- **Hancock Select Board**: Each member is a select person.
- **Harvard Select Board**: Use selectmen and selectwoman.
- **Heath Select Board**: Each member is a select person.
- **Hinsdale Select Board**: Use selectpersons.
- **Holden Select Board**: Switched to select board and they refer to themselves as selectpersons.
- **Hopkinton Select Board**: Charter Change in 2018, article ATM 2019 to change bylaws.
- **Ipswich Select Board**: Referred to as selectperson or select board member.
- **Leicester Select Board**: Use selectman or selectwoman.
- **Leverett Select Board**: Article ATM 2019 passed to change to Select Board.
- **Lexington Select Board**: Referred to as board members.
- **Longmeadow Select Board**: Each member is a select person.
- **Mansfield Select Board**: Use selectmen and selectwoman.
- **Milton Select Board**: Each member is a select person.
- **Moneteray Select Board**: Each member is a select person.
- **Monroe Select Board**: Each member is a select person.
- **Monson Select Board**: Each member is a select person.
- **Mt Washington Select Board**: Each member is a select person.
- **Nantucket Select Board**: Charter Change in 2018, article ATM 2019 to change bylaws.
- **Needham Select Board**: Referred to as board members.
- **New Ashford Select Board**: Each member is a select person.
- **New Braintree Select Board**: Each member is a select person.
- **New Salem Select Board**: Each member is a select person.
- **Norfolk Select Board**: Each member is a select person.
- **North Reading Select Board**: Each member is a select person.
- **Northfield Select Board**: Each member is a select person.
- **Peru Select Board**: Each member is a select person.
- **Plainfield Select Board**: Each member is a select person.
- **Princeton Select Board**: Each member is a select person.
- **Reading Select Board**: Each member is a select person.
- **Rutland Select Board**: Each member is a select person.
- **Savoy Select Board**: Each member is a select person.
- **Sharon Select Board**: Citizen petition ATM 2019 to change to Select Board, it is very new so they do not know what they call themselves, but they are generally referred to as Select Board members.
- **Sherborn Select Board**: Each member is a select person.
- **Shutesbury Select Board**: Each member is a select person.
- **South Hadley Select Board**: "Selectboard member" used for individuals.
- **South Hampton Select Board**: Each member is a select person.
- **Southwick Select Board**: Switched to select board and they refer to themselves as selectpersons.
- **Stoneham Select Board**: Each member is a select person.
- **Truro Select Board**: Use Select Board Members.
- **Wales Select Board**: Each member is a select person.
- **Wellfleet Select Board**: Each member is a select person.
<table>
<thead>
<tr>
<th>Town</th>
<th>Board Type</th>
<th>Notes</th>
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<tbody>
<tr>
<td>West Stockbridge</td>
<td>Select Board</td>
<td>Changed to Select Board 10 years ago, returned to Board of Selectmen then 2 years ago Select Board again</td>
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<tr>
<td>Williamstown</td>
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<td>Winchester</td>
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<td>Deerfield</td>
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<td>Granville</td>
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<td>Middlefield</td>
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<td>Montague</td>
<td>Selectboard</td>
<td>they refer to themselves as selectboard members</td>
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<td>Paxton</td>
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<td>Petersham</td>
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<td>Changed to Selectboard a few months ago</td>
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<td>Palmer</td>
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<td>Randolph</td>
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<td>Winthrop</td>
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<tr>
<td>Agawam</td>
<td>Legislative Committee</td>
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MassBay's Career Services Works its MAGIC for Students

Rachel Robichaud of Lexington, MA, saw a Career Services’ flyer posted in the hallways, announcing an upcoming panel titled “Women in the Media,” featuring WCVB Channel 5's anchor, Nichole Berlie, and MAGIC 106.7 morning host, Sue Tabb. The seasoned professionals were coming to MassBay as featured career panelists, and although not required, Rachel knew she needed to attend the event. Rachel, a Communications major, had been a life-long fan of the Boston-based radio station, MAGIC 106.7, and had her career sights set on working in broadcasting. "The panel that MassBay’s Office of Career Services provided was very relevant to me and my career interest. It was an amazing experience, sitting in the same room as these two media professionals who I see on TV and hear on the radio. What an incredible opportunity, being able to hear their stories and ask them questions about their career paths. Their advice on how to break into the industry was invaluable," said Rachel.

Following the career panel, students were encouraged to stay and talk with professionals. Rachel took advantage of this opportunity to introduce herself to Sue Tabb from MAGIC 106.7 to share a personal story about her late mother’s love for the radio station. “That’s how I became hooked on MAGIC, it was the only radio station my mother would listen to all day, every day. Sue was so kind to listen to my story and about my dream of working in broadcasting someday. She then invited me to visit the station and participate in reading the ‘almost impossible question’ on air. When I visited the station, the morning MAGIC team were all so nice and welcoming. Upon my arrival, they had a gift bag and a welcome sign, along with my own set of headphones, all set up by a microphone. It was more than I ever expected after originally being invited by Sue.”

After Rachel participated in the show with the morning MAGIC hosts, Sue Tabb, David O'Leary, and Kendra Petrone, she toured the building and before leaving, she was asked to be an intern. “I was blown away, excited, and nervous. I, of course, said yes right away, but I wasn’t really sure what I was signing myself up for. I didn’t have a background in radio or any experience, but I was eager to learn and do my best. It was intimidating at first, because I wasn’t sure what I’d be able to add to the show. But, surprisingly I’ve been able to contribute a lot and I’ve learned so much in the process.”

Rachel explains her internship as a “pop-news gatherer”, where she looks up news and entertainment stories that might fit into the format of the show, sometimes writes the stories for the morning hosts,
and monitors the news to make sure any news updates are made quickly in the scripts. She also takes notes on what the show covers during mornings to email to the afternoon hosts in case they find something interesting to cover later in the day. "It is so amazing to hear the stories I write read over the air. I’ve also been on air a lot more than I ever expected. I don’t usually have a microphone, but sometimes they’ll turn the mic on and ask my opinion. This has been such a great experience. I absolutely learned and experienced more than I ever thought I would at an internship."

“We love having Rachel along on this crazy ride,” said MAGIC Morning Host Sue Tabb. “Morning radio is a unique blend of being able to write, react, and relate, all during a live 4-hour broadcast! It’s so rewarding to help develop the skill set in students and introduce them to this fast-paced and always evolving industry. We hope this is the beginning of a long partnership between MAGIC and MassBay.”

“This opportunity wouldn’t have been possible without MassBay. Career Services provided the career panel that opened all of these doors for me. I urge other students to go to the events on campus and put yourself out there, regardless of whether a class requires it or not. I would not have gone out and gotten this internship on my own. Putting myself out there, talking to Sue after the panel, and being willing and eager has paid off. I took advantage of the opportunity, like every student can, and it led to an awesome opportunity.”
MassBay Celebrates 16 Years as General Motors Satellite Training Center

ASHLAND, Mass. (August 6, 2019) – MassBay Community College is pleased to celebrate its 16th year as the General Motors Satellite Training Center for the Boston area in the northeast region. The design of the technical training program by the General Motors Service Technical College (GMSTC) is to provide area GM technicians with the latest dealership knowledge. These manufacturer-specific courses are taught at our Ashland Technology Center by MassBay instructor, Richard McMahon, a 2006 MassBay General Motors Automotive Service Educational Program (GM ASEP) graduate and an awarded World Class Technician.

“MassBay is excited to continue as an industry leader in automotive technology education in New England,” said MassBay Dean of Automotive Technology, Robert Lilley. “Having the GM Technical College located on our Ashland campus has been a great partnership for MassBay. Our ability to offer the latest innovations for dealership technicians has advanced the transportation industry as a whole. In addition, our GM ASEP automotive students have also benefited from this partnership of having state-of-the-art technology on campus.”

“It is great to have partners like MassBay Community College that take the GM dealership’s need for qualified technicians so seriously,” said General Motors Service Technical College Training Operations Supervisor, Mik Stubing. “They are an outstanding delivery arm of the GM Service Technical College which truly shows that they, along with GM, are committed to delivering quality GM instruction to the technicians within the Boston area. The GMSTC program, coupled with the GM ASEP program, also located at MassBay, provide an excellent source of GM training for the local dealers to continue to build their workforce.”

MassBay’s Auto Technology is a premier automotive training center in the New England region, offering programs that are sponsored by four major automotive brands - BMW, Toyota/Lexus, General Motors, and FCA Automobiles (JEEP/Chrysler/Dodge/Ram), providing students with in-depth, product-specific automotive technology programs. Students receive training on the newest cars, using state-of-the-art diagnostic equipment. The program embeds a paid, hands-on co-op
component, which enables students to learn in a professional setting while earning money and college credit simultaneously. MassBay’s automotive program has a 99% placement rate of graduates into full-time automotive careers by graduation.

Any prospective students interested in learning more about MassBay’s Automotive Technology program can attend our up-coming information session on Wednesday, August 14, 2019 at 5pm at our Ashland campus, 250 Eliot Street, Ashland.

*Attached is a photo of GM Auto Instructor Richard McMahon in the GMSTC facility in Ashland, for your consideration.

For more information on MassBay Community College Automotive Technology program [www.massbay.edu/automotive](http://www.massbay.edu/automotive).

For more information on the GMSTC program [www.gmstc.com](http://www.gmstc.com).

MassBay Community College is ranked by the Brookings Institution as one of the top schools for value added and earned salaries in the workforce. Ranked #1 for two-year colleges in Massachusetts, #2 in New England, and #16 nationally. The College’s facilities in Wellesley Hills, Framingham, and Ashland house day, evening and weekend classes that meet the needs of degree-seeking students and career minded life-long learners. Online options provide convenience and allow faculty to facilitate the learning process. Since its founding in 1961, MassBay has been accredited by several governing bodies and strives to meet the needs of the diverse local communities it serves.
### Donations Proposed for Acceptance by COA Board at 6/20/19 Meeting

#### Donations Received Between 6/21/19-7/16/19

<table>
<thead>
<tr>
<th>#</th>
<th>Donor</th>
<th>Amount</th>
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<th>Comments</th>
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<tbody>
<tr>
<td>1</td>
<td>Maryanne Miller</td>
<td>$500.00</td>
<td>53BUSG</td>
<td>Bus Donation</td>
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<tr>
<td>2</td>
<td>Anne P. Cook</td>
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<tr>
<td>3</td>
<td>Janice Rossnick</td>
<td>$14.00</td>
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<tr>
<td>4</td>
<td>Mary Carris</td>
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<td>5</td>
<td>Sidney Williams</td>
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<td>Joanne Kmiec</td>
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<tr>
<td>7</td>
<td>Nancy Tavis</td>
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<tr>
<td>8</td>
<td>Blanche LaRose</td>
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<td>9</td>
<td>Edward LeCam</td>
<td>$50.00</td>
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<td>Bus Donation</td>
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<tr>
<td>10</td>
<td>TPC Coffee Donors</td>
<td>$52.05</td>
<td>53COFF</td>
<td>Voluntary donations collected from the TPC Mary Bowers Café 6/21/19-7/15/19</td>
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<td>Jane Karelitz</td>
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<td>53VDR</td>
<td>Donation to Volunteer Driver’s Program</td>
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<td>Friends of Wellesley Council on Aging</td>
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<td>53SUPG</td>
<td>June lunch subsidy</td>
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<td>13</td>
<td>Friends of Wellesley Council on Aging</td>
<td>$614.91</td>
<td>53COASU</td>
<td>New subscriptions for the Mary Bowers Café / Lounge</td>
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</table>
I just sent this to Scott Whittemore. I told him that this is the real reason we do our best to make things happen. Not just because it makes us look good, but because we can make a difference, which is the most important thing.

Jack

-----Original Message-----
From: Lynne Dillon [mailto:lffrrd@comcast.net]
Sent: Thursday, August 01, 2019 3:09 PM
To: Pilecki, Jack <jpilecki@wellesleyma.gov>
Subject: DickDillon's Funeral

Dear Chief Pilecki,

I am writing to thank you for providing the Police firing squad for Dick’s graveside service and on very short notice. It was very moving and I greatly appreciate it. He would have loved it as well and I am sure that he was smiling down on us. Giving me the spent cartridges was overwhelming. It was such a wonderful gesture and I will always treasure that moment. He would have loved that as well.

Again, thank you so much for your support and those of the whole Police Department. Dick always admired and respected the department and enjoyed working with everyone in the department. He admired and respected the department and I do as well.

Thank you again. I will never forget the moving ceremony.

Best regards, Lynne Dillon
Dear Rick,

I am writing you a thank you note for a call I have not had to make. :)

I understand that you and the fire inspector were out at the Science Center this afternoon and that there is an agreement that the College will be able to get our temporary CO and then complete the work to add the additional sprinkler lines over the next three weeks. That is great news.

I had originally been asked to call you Friday, and I deferred saying that you would, naturally, want to understand how long it would take to get the new lines in.

So glad it all worked out in the normal course of events, and I appreciate all the town’s work to help us meet our deadlines in a safe manner.

Best,
Marianne

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Marianne Brons Cooley ’81
Secretary of the Board and Assistant Vice President
WELLESLEY COLLEGE
Tel 781.283.3344
WELLESLEY (CBS) – Old Town Road by Lil Nas X is one of the most popular songs in recent memory. And that’s proving to be a problem in Wellesley.

Town spokesman Stephanie Hawkinson said street signs marking Old Town Road in Wellesley have been stolen at least three times this summer.

Currently, the sign post is empty. The town is waiting for the song’s popularity to fade before replacing the sign again.

Old Town Road in Wellesley (Photo Courtesy: Kevin Holbrook)

Hawkinson said every time the sign is stolen it costs the town $280 plus labor.

On Monday, Old Town Road became the No. 1 song on the Billboard charts for the 18th week in a row.
Stolen street signs for Old Town Road in Wellesley draw ire

Lil Nas X performs "Old Town Road" at the BET Awards on Sunday, June 23, 2019, at the Microsoft Theater in Los Angeles. (Photo by Chris Pizzello/Invision/AP)

BRYNNE CONNOLLY | ERIC KANE

WELLESLEY, MASS. (WHDH) - With Georgia rapper, Lil Nas X's summer smash "Old Town Road" topping the Billboard Hot 100 charts for the 18th week, fans of the tune are hoping to claim a bit of the hype for themselves.

If you take your horse to the Old Town Road in Wellesley, you might ride right past it, now town officials are blaming the popular song for a lack of signage.

The street sign marking Old Town Road in Wellesley has allegedly been stolen six times since the song gained popularity.
"We started noticing this problem early last spring, about the same time that the song ‘Old Town Road’ came out" Stephanie Hawkinson, a spokesperson for the town said.

The thieves are going to great lengths to make sure they can take home a piece of pop culture taking not just the sign but the 12-foot pole as well.

"We really haven’t figured out where these signs are ending up," Hawkinson said. "Probably in somebody’s dorm room."

With each sign costing more than $200 to replace, officials say they are not planning on putting a new one up anytime soon.

They say they are just going to wait for the song’s popularity to fade.

However, they are likely to be waiting for a long time.
Wellesley has an ‘Old Town Road’ — and people won’t stop stealing the street sign

By Jaclyn Reiss Globe Staff, August 8, 2019, 4:56 p.m.

Lil Nas X performed his hit single "Old Town Road" during the 2019 Stanley Cup Final Party at Boston's City Hall Plaza on May 27. (NATHAN KLIMA FOR THE BOSTON GLOBE)

They’re not taking their horses to the Old Town Road — they’re taking the sign itself.

Wellesley officials are pleading with people to stop stealing the sign for Old Town Road, a small street in a residential area of Wellesley, after the hit Lil Nas X song has taken over radio stations this summer.

Six “Old Town Rd.” signs in total — there’s one at each end of the street — have been stolen in the past four months, according to Stephanie Hawkinson.
project manager for the town of Wellesley. (The trend was first uncovered by local news site The Swellesley Report.)

Not only have the signs been stolen — the metal posts they were affixed to have been taken each time as well, Hawkinson said.

“It’s mounted on the post, so if someone wanted to steal just a sign, they would have to take a hacksaw and saw it off at the top of the post,” she said. “But since it’s about 12 feet tall, it would require a ladder. So they actually saw at the base and then take the whole thing.

“It’s a difficult job to steal both,” she added. “It requires ingenuity and a truck.”
The stump where the "Old Town Road" sign used to sit in Wellesley. (TOWN OF WELLESLEY)

The town’s Department of Public Works has replaced the signs at each end of the street the last few times they have been stolen — but the new ones would last less than a week before they were gone again, Hawkinson said.

And it’s racking up quite a bill for the town. Each sign costs between $250 and $280 to replace, not including the labor of DPW employees to reinstall them, Hawkinson said.

Filching a street signs is also illegal: the charge is misdemeanor larceny, which would most likely result in a citation or a fine, Hawkinson said, citing Wellesley police.

“We understand it’s a funny prank, but it’s also expensive for the town to replace the sign,” she said. “Also, for first responders who rely on GPS, if they’re not familiar with area, it could delay an emergency response.”

The problem has become so prevalent, in fact, that the town has decided to wait to replace the latest round of hijacked signs.
“At this point, no sign is there,” Hawkinson said. “We’re holding out hope that the song will become less popular, and the sign will stick around a little longer.”

Hawkinson said town officials know and like the song, but she wishes that people could enjoy the tune without committing a civil offense.

“It definitely coincides with the release of ‘Old Town Road’ and the popularity of the song,” she said. “We all have kids and recognize it’s most likely a prank. But it’s town property, and we don’t want to encourage that.”

The song itself has, indeed, exploded in popularity this summer. The first hit single from country rapper Lil Nas X, “Old Town Road” has been No. 1 on Billboard’s Hot 100 chart since April 13, and the official music video has more than 257 million views on YouTube. (An audio video on YouTube has even more views — nearly 353 million.)

Wellesley is no stranger to stolen road signs. Hawkinson said popular ones include “Colgate Road” and “Harvard Street” — likely swiped by those who attend the colleges — as well as run-of-the-mill stop, do not enter, one way, and speed hump signs.

She also points out the town orders their signs from Atlantic Broom Services, noting that “if an individual really wants to have their own Old Town Road sign, it can be ordered directly from that company... leaving the town signs alone.”