SELECTMEN’S MEETING
TENTATIVE AGENDA
Juliani Room, Town Hall
6:30 pm Tuesday, September 3, 2019

1. 6:30 Call to Order
2. 6:31 Executive Session under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Jeff Peterson, Assistant Fire Chief)
3. 7:00 Public Comment
4. 7:02 Announcements
5. 7:05 Fire Chief Performance Review
6. 7:30 Discuss and Vote Assistant Fire Chief Peterson Contract
7. 7:35 Discuss and Vote Common Victualler License Request, Mark’s Pizza (Relocation) 10B Washington Street
8. 7:40 Discuss and Vote Common Victualler License Request, NexDine, 100 Worcester St.
9. 7:45 Discuss and Vote MassDOT Tri-Party Signal Agreement and MassDOT Taking for 900 Worcester Street Signal
10. 8:00 Discuss Revised Boston Marathon Invitational Entry Policy
11. 8:15 Discuss RFP for Eaton Court Parking Lot
12. 8:30 Discuss and Vote Appointments to Historical Commission
13. 8:40 Executive Director’s Report
   • Minutes
   • Appoint Crossing Guard
   • Appoint Public Weigher
   • One Day License Application
14. 8:45 Project Updates
   • School Building Committee
15. 8:50 New Business and Other Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Monday, September 9, 6:30 pm in Juliani Room
Monday, September 16, 6:30 pm in Juliani Room
<table>
<thead>
<tr>
<th>Date</th>
<th>Selectmen Meeting Items</th>
<th>Other Meeting Items</th>
</tr>
</thead>
</table>
| 9/9     | **Meeting** Review Financial Outlook  
Discuss Operating Guidelines  
Indigenous People’s Day Ballot Question  
Approve Marathon Policy  
Whole Foods – vote & approve change of officers/directors app  
Exec. Session – To discuss land lease with Trinity Financial Tailby Lot and Railroad Lot | HHU Parent MTG – Hunnewell Library  
September 9th at 6:30 pm  
HHU Parent MTG – Hunnewell Library  
September 9th at 6:30 pm  
HHU Parent MTG – Bates Library  
September 10th at 6:30 pm  
HHU Parent MTG- Fiske Library  
September 12th at 6 pm |
| 9/16    | **Meeting** Read registry of deeds info at announcements please  
Set Operating Guidelines  
Town Hall Annex Presentation  
Discuss 2020 Marathon fundraising minimum? | Inter-Board Meeting September 19th  
HHU Parent MTG – Schofield Library  
September 16th at 7:30 pm |
| 9/23    | **Wellesley Club – No Meeting**                                                                 | HHU Parent MTG – Hardy Library  
September 23rd at 6:30 pm |
| 9/24    | **Meeting** Dick Campana Gift Discussion                                                                 | HHU Parent MTG – Upham Library  
September 24th at 6:30 pm |
| 10/7    | **Meeting** Discuss Library Roof with Trustees at 7:00 pm  
FMD Central Fire Station Envelope Study  
Discuss HHU | Babson College Meeting 10/10 at 8am |
| 10/14   | **Columbus Day – Town Hall Closed**                                                                 |                                                                                  |
| 10/15   | **Meeting**                                                                                   |                                                                                  |
| 10/21   | **Meeting**                                                                                  |                                                                                  |
| 10/28   | **Wellesley Club – No meeting**                                                               |                                                                                  |
| 11/4    | **Meeting**                                                                                   |                                                                                  |
| 11/11   | **VETERANS Day – Town Hall Closed**                                                            |                                                                                  |
| 11/18   | **Meeting** Open ATM Warrant (Warrant to be Closed 12/27/19)                                   |                                                                                  |
| 12/2    | **Meeting** Tax Classification Hearing  
Approve Annual Licenses  
Review BOS Budget |                                                                                  |
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/9 Monday</td>
<td>Staff Presentations on Budgets</td>
</tr>
<tr>
<td></td>
<td>Potential Quarterly Retreat this Week</td>
</tr>
<tr>
<td>12/9 Monday</td>
<td>STM</td>
</tr>
<tr>
<td>12/16 Monday</td>
<td>Meeting</td>
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<td></td>
<td>Approve BOS Budget</td>
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<td></td>
<td>New Year’s Eve Alcohol Service Extensions</td>
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</tbody>
</table>

**Notes**

Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates: September 23, October 28, January 13, March 2
Tuesday, September 3, 2019

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

1. **Call to Order – Open Session**
MEMORANDUM

DATE: August 29, 2019

TO: Board of Selectmen

FROM: Meghan C. Jop, Executive Director

SUBJECT: Weekly Report

Please find an update on recent activities for the past week.

Financial

- Sheryl Strother gave a Financial Orientation to Advisory on Wednesday, August 28th. The PowerPoint presentation has been emailed out to the Board. If you would like to watch this segment of the Advisory Meeting, the link can be found here.

- Auditors will begin the FY20 closing on September 9th.

- Sheryl will be joining the Board at their retreat on Tuesday morning at 10:00 am in the DPW Training Room to discuss the revenue and growth data and assumptions.

Personnel

- The HR Board will be voting the Assistant Executive Director’s salary at a special meeting on Tuesday, September 3rd at 7:00 pm.

Projects and Departmental Updates

- The Town Hall Annex Feasibility Presentation is currently scheduled for September 16th with the Board. There is no further update this week, as the Annex Committee meets bi-weekly.

- 900 Worcester Street achieved a Temporary Certificate of Occupancy for the pools on August 21st. The pool is still awaiting Board of Health sign off. Board members may receive calls from parents. I have reached out to Lenny Izzo who has indicated two major items are still outstanding which include the emergency phones and the lifeguard chairs. The Health Department signed off
and approved specifications, and the building owner chose to purchase and install different equipment. There is also an issue with the water chemistry and the small pool was found to be cloudy and having a pH issue on Monday. Board of Health believes there has been no routine testing or monitoring of the water on an ongoing basis since the pool was filled. Health will run full tests on both pools.

- The Wetlands Committee meeting held last Thursday on the signal installation on Route 9 for the 900 Worcester Street project was attended by 12 abutters. The Wetlands Committee listened to the concerns and has continued the application seeking additional information on drainage.

- Lieutenant Showstead and I met with the property owner of 14 and 16 Mica Lane Thursday morning. The property owner has approached the Town to see if he can work with the Town to fund and build a hardscaped public amenity behind his building (14 Mica Lane) along the Lower Falls Right-Of-Way that connects to the Charles River Bridge. We have asked for the plans to be reviewed by the Park and Tree Division prior to any further review by the Town. The property owner has also asked the Town to consider increasing the allowed parking meter times in the Town Lot from 2 hours to 4 hours. Lieutenant Showstead noted the Town would review parking data before bringing the question to the Board.

- This Town interviewed several consultants for the Municipal Vulnerability Preparedness Grant. The Town received 4 applications and is currently checking references. We anticipate beginning the project in the next few weeks.

- The Wellesley Square Wayfinding signs are currently in fabrication. The Town is hopeful that the signs will be complete and installed in the next 4 weeks. The Wayfinding was original funded with a Massachusetts Downtown Initiative Grant and fabrication and installation has been funded with a State earmark.

- The Town applied for the CHAPA Municipal Engagement Grant. I had a call with Dana Winters, Grant organizer on Wednesday to review our application and answer any questions. Dana informed me that CHAPA received 16 applications for the Grant and will be awarding 3 grants. The Grant Committee will be reviewing all applications this week, and the Town will be informed whether it has been accepted or not by the end of next week.

- The Town was informed a week or so ago that the Sprague Fields project has been installed incorrectly. The Town’s order included two different turf heights for the two different fields. The materials were placed on the wrong fields and cannot be switched as they were fabricated to specific dimensions. The turf manufacturer has recognized the mistake, and DPW, Town Counsel, and School Committee are working to come to an agreement. The installation of the fields is now almost complete; however, infill balancing and infill volume are a problem. The Engineering Division is very frustrated at the lack of communication and poor quality of work from the installer. The fields are not ready for play and may not be ready until next week. The School Committee will work to assess whether damages will be implemented, or a settlement can be reached. There may be a need to redo the entire project next summer. I will keep you updated on the status of this project as it moves forward.

- Jack Morgan and I had a meeting with Barbara McMahon and Allen Port to discuss the delineation of the CPC funded land on the North 40. Using administrative funds, the CPC will hire an appraiser to review the open space portion of the site that will require a deed restriction. Additionally, CPC is considering hiring a consultant to assist the CPC and the Town in understanding potential use of the open space.

- We have received a large FOIA request related to the RDF. This has taken substantial time on the staff end including Jeff Azano-Brown, Brian Dupont and myself. Ivria Freid from Town Counsel’s office is assisting us. The records requested at present include nearly 10,000 emails whose subject lines would need to be reviewed. Based on this request and several more recent
requests received Brian Dupont and I continue to evaluate whether the remaining available position in the Executive Director’s Office could have a considerable portion of their job linked to public records and digitization of Town documents.

Upcoming Events
• BOS Retreat September 3rd.
3. **Public Comment**

4. **Announcements**
5. **Fire Chief Performance Review**

Chief DeLorie will be present for the performance review. The aggregated review is to be presented at the meeting. Based on the OML, drafts must be either posted online in anticipation of the meeting or presented at the meeting. The Board’s comments in general were 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 $168,713

<table>
<thead>
<tr>
<th>Percent Increase</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2%</td>
<td>$172,087</td>
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<tr>
<td>2.25%</td>
<td>$172,509</td>
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<tr>
<td>2.5%</td>
<td>$172,940</td>
</tr>
<tr>
<td>2.75%</td>
<td>$173,372</td>
</tr>
<tr>
<td>3%</td>
<td>$173,806</td>
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</table>

**Motion**

**MOVE: To approve a pay increase of ____% in the amount of __________ from July 1, 2019 to June 30, 2020.**
**MERIT PAY PLAN FY 20**  
**SALARY INCREASE GRID (MAXIMUM % SHOWN)**  
Based on FY 19 performance rating and standing in the range  

<table>
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<tr>
<th>Performance Rating</th>
<th>&lt;80%-88.9%</th>
<th>89%-96.9%</th>
<th>97%-104.9%</th>
<th>105%-112.9%</th>
<th>113%-120+%</th>
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<td>Exemplary 3</td>
<td>4.00%</td>
<td>3.25%</td>
<td>2.50%</td>
<td>2.25%</td>
<td>2.25%</td>
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<tr>
<td>Successful 2</td>
<td>3.75%</td>
<td>3.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
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<tr>
<td>Unsatisfactory 1</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
6. **Discuss and Vote Assistant Fire Chief Peterson Contract**

The Assistant Fire Chief position is a contractual position that is renewed annually. Following the Executive Session at the start of the meeting, the Board will determine whether this is the appropriate meeting to set the Assistant Fire Chief’s new salary or continue the item to the following meeting. I have included a copy of a revised contract with a blank salary number for your consideration and review.

**Motion**

MOVE to approve the annual contract for Assistant Fire Chief Jeffrey Peterson for FY20 and to set the annual salary of $___________
EMPLOYMENT AGREEMENT BETWEEN TOWN OF WELLESLEY
AND
JEFFREY PETERSON

This Agreement is entered into this ____ day of September, 2019, by and between the Town of Wellesley, a municipal corporation (“Town”), acting by and through its Board of Selectmen, and Jeffrey Peterson, (“Assistant Fire Chief”), provides as follows:

Section I
Functions and Duties of the ASSISTANT FIRE CHIEF

The Town hereby offers to employ JEFFREY PETERSON as ASSISTANT FIRE CHIEF of said Town and the ASSISTANT FIRE CHIEF accepts said offer. The ASSISTANT FIRE 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 Fire 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 ASSISTANT FIRE 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 ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF may adjust his or her normal office hours accordingly with permission from his supervisor.

Section III
Benefits

The ASSISTANT FIRE 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 in the 50/60 Series classification plan.

The Town shall provide the ASSISTANT FIRE CHIEF health and other insurance policies similar to other 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.

Section IV
Compensation
The Town agrees to pay the ASSISTANT FIRE CHIEF for services rendered under this Agreement subject to applicable withholdings and deductions:

FY 20: _______________________

Salary shall be paid in installments at the same time as other employees of the Town are paid. If the ASSISTANT FIRE CHIEF continues in the position after the expiration of this agreement, and there is no successor agreement, he or she 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. This Agreement shall be for a one (1) year and shall be binding on the parties in its duration.

Section VI
Indemnification

The Town shall defend, save harmless and indemnify the ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF, even if said claim has been made following his termination from employment, provided that the ASSISTANT FIRE CHIEF acted within the scope of his duties. The Town shall not indemnify ASSISTANT FIRE CHIEF for acts of gross negligence, fraud or other illegal actions 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 ASSISTANT FIRE CHIEF.

The Town shall reimburse the ASSISTANT FIRE CHIEF for any reasonable attorneys’ fees and costs incurred by the ASSISTANT FIRE CHIEF in connection with such claims or suits involving the ASSISTANT FIRE CHIEF in his professional capacity. This indemnification shall also apply to the ASSISTANT FIRE 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
   Wellesley, MA 02482

2. INSERT TITLE: Jeffrey Peterson
   19 Fenmore 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 ASSISTANT FIRE CHIEF as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF may be disciplined for good cause upon proper notice and hearing. 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 ASSISTANT FIRE CHIEF’S employment without the imposition of prior discipline if circumstances warrant.
The Town may terminate the contract with the ASSISTANT FIRE CHIEF at any time prior to the expiration of the term of the Agreement and only for just cause. The Town shall institute removal proceedings in the following manner:

1. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing the ASSISTANT FIRE 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 ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF in accordance with subparagraph 1 above. During the hearing, the ASSISTANT FIRE 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 ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF may be disciplined for just cause by the FIRE CHIEF for actions not resulting in termination in accordance to the Town’s personnel policies and by-laws.

Should the ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF is leaving office due to retirement, he shall provide the Town with ninety (90 days) notice, 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 ASSISTANT FIRE 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 ASSISTANT FIRE 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 ASSISTANT FIRE CHIEF has signed and executed this Agreement, both in duplicate.

**Board of Selectmen:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Marjorie R. Freiman, Chairman</td>
<td>September ___, 2019</td>
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</table>

**Assistant Fire Chief:**

<table>
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<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Jeffrey Peterson</td>
<td>September ___, 2019</td>
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</table>
7. **Discuss and Vote Common Victualler License Request, Mark’s Pizza (Relocation)**

**10B Washington Street**

Mark’s Pizza is an established restaurant in Lower Falls. Mark’s Pizza was previously located in 12C Washington Street, a small commercial space that abuts the Papa Razzi parking lot. The property owners, 18 months ago, demolished the previous location of Mark’s Pizza and worked to move them to the former Zoot’s location at 10B Washington Street. The staff recommends approval of the Common Victualler License conditioned upon final approvals by the Board of Health and Building Department. The manager Ramez Ghobrial is anticipated to be present at the meeting.

**MOTION**

Move to approve the Common Victualler License for the relocation of Mark’s Pizza to 10B Washington Street and to name Ramez Ghobrial as manager.
COMMON VICTUALLER LICENSE APPLICATION

Date Applied: | Date Approved: | Date Issued: |
---|---|---|

| Office Use Only | Fees Paid: | Tax Cert: | Resumes: | T&P Info: | Plan: | Interview: |
---|---|---|---|---|---|---|

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

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: **Ramaz Ghabrial** Date: **3-11-2019**
D.O.B: **[Redacted]** Fed. ID #: **63-72634685**
Business Address: **10 B Washington St, Wellesley, MA**
Home Address: **[Redacted]**
Business Telephone: **781-237-3850** Home Telephone: **[Redacted]**

Name & Location of Establishment: **Mark's Pizza**

Applying for: Common Victualler License only **/** Common Victualler & Liquor License **V/A**
Common Victualler & Wine & Malt **V/A**

Enclose Copy of Floor Plan
Size of Floor Space (square feet.): **1100** Number of Seats: **20** Number of Employees: **4**

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

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

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

| Reviewing Department | Signature of Approving Authority | Date of Plan Review/Approval |
---|---|---|
Building Department: | **[Signature]** | **3/25/19** |
Health Department: | **[Signature]** | **3-14-19** |
Fire Department: | **[Signature]** | **3-25-19** |
Design Review: | **[Signature]** | **3-25-19** |

11/3/2006
**COMMON VICTUALLER LICENSE APPLICATION (continued)**

What will be the hours of operation? **Mon-Thur 11-9 Sat, Friday 11-10**

Time(s) of Peak Customer Activity **11-9**

Est. Number of Customers at Peak Time(s): **20**  Est. Number of Employees at Peak Time(s): **4**

What provisions have been made for trash removal? **Lawrence Waste Services will be located in a designated area (Trash compactor)**

How much parking is needed? **This location is in an overlay district**

How will parking be provided? **This location is in an overlay district**

What are delivery times? **11 am to 8 pm Mon-Sat; closed Sundays**

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

**Signature: [Signature] Printed Name: [Printed Name] Date: 5-14-2019**

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

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**FOR OFFICE USE ONLY**

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

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<thead>
<tr>
<th>Approving Department</th>
<th>Yes</th>
<th>No</th>
<th>If &quot;No,&quot; Reason Why</th>
<th>Date of Final Approval</th>
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<tr>
<td>Building Department:</td>
<td></td>
<td></td>
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<td>Health Department:</td>
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<td>Fire Department:</td>
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<tr>
<td>Design Review:</td>
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11/3/2006
ASSEMBLY OPTIONS:

1. TWO LAYERS OF 5/8 IN. THICK GYPSUM BOARD
   - WITH FIBER TAPES BETWEEN LAYERS
   - WITH FIBER TAPES BETWEEN LAYERS

2. ONE LAYER OF 5/8 IN. THICK GYPSUM BOARD
   - APPLIED HORIZONTALLY OR VERTICALLY
   - APPLIED HORIZONTALLY OR VERTICALLY
   - APPLIED HORIZONTALLY OR VERTICALLY

3. GYPSUM BOARD:
   - GYPSUM BOARD:
   - GYPSUM BOARD:

4. METAL STUDS:
   - METAL STUDS:
   - METAL STUDS:

5. 2 IN. DEEP, 12 GA. SPACED 16 IN. O.C.

INTERIOR PARTITION: METAL STUD FIRE RATING 2 HOUR (NON-LOAD BEARING)
8. **Discuss and Vote Common Victualler License Request, NexDine, 100 Worcester St.**

It has come to our attention that NexDine, who currently operates in both Sun Life and Wellesley Gateway as the food service provider, does not have a Common Victualler License for the Sun Life operation at 100 Worcester Street. Staff has confirmed that NexDine at their time of opening did apply for and receive all applicable Building Department, Fire Department, and Health Department approvals. The café has been inspected recently by all three departments. The Common Victualler License is the only outstanding matter and staff recommends approval. Manager Cathy Oleson will be present.

**MOTION**

**Move to approve the Common Victualler License for NexDine at 100 Worcester Street and to name Cathy Oleson as manager.**
COMMON VICTUALLER LICENSE APPLICATION

Date Applied: | Date Approved: | Date Issued: |
---|---|---|

Office Use Only | Fees Paid: | Tax Cert: | Resumes: | T&P Info: | Plan: | Interview:

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

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: Cathy Olezon
D.O.B: [Redacted] S.S.N: [Redacted] Dr. Lic #: [Redacted]
Fed. ID #: 26-4232418

Business Address: 100 Worcester St Building 2
Home Address: [Redacted]

Business Telephone: 781-591-8104 Home Telephone: [Redacted]

Name & Location of Establishment: N Federal @ Park 9 Crossroads

Applying for: Common Victualler License only ☑ Common Victualler & Liquor License ☐

Common Victualler & Wine & Malt ☐

Enclose Copy of Floor Plan
Size of Floor Space (square feet): Number of Seats: 280 Number of Employees: 11

CHECK ONE (If you are unsure ask the Building Department)
No Change of Use: ☑ Partial Change of Use: ☐ Full Change of Use: ☐ New Use: ☐
(See attached details regarding Required Traffic & Parking Information.)

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

<table>
<thead>
<tr>
<th>Reviewing Department</th>
<th>Signature of Approving Authority</th>
<th>Date of Plan Review/Approval</th>
</tr>
</thead>
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<td>Building Department:</td>
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<td>Health Department:</td>
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<tr>
<td>Design Review:</td>
<td></td>
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</tbody>
</table>

8/16/2017
**COMMON VICTUALLER LICENSE APPLICATION (continued)**

What will be the hours of operation? 7 - 3

Time(s) of Peak Customer Activity 11 - 2

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

What provisions have been made for trash removal? Harvey is the trash company

How much parking is needed? Open parking / Covered garage for tenants in the office park

How will parking be provided? _____

What are delivery times? 6AM – 230 PM

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

Signature: [Signature] Printed Name: Cathy Olson Date: 8/27/19

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

---

**FOR OFFICE USE ONLY**

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

<table>
<thead>
<tr>
<th>Approving Department</th>
<th>Yes</th>
<th>No</th>
<th>If &quot;No,&quot; Reason Why</th>
<th>Date of Final Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Department:</td>
<td>✔️</td>
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<td>Design Review:</td>
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</tbody>
</table>

8/16/2017
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

Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

INSURER:
Charter Oaks Fire
25615

NexDine LLC
da db NexDine Cafe, NexDine Catering
905B South Main Street
Mansfield MA 02048

INSURER:
Travelers Indemnity Co
25658

INSURER:
Travelers Prop & Cas Insurance
36161

INSURER:
MEMIC Indemnity Company Inc

INSURER:

COVERAGES
CERTIFICATE NUMBER: 2019 MASTER Inc Liquor

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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>DATED TO</th>
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<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
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<tr>
<td>Y/N</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/COMPANY EXCLUDED (Mandatory in NH)</td>
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<tr>
<td>N/A</td>
<td>DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

WE STATUTORY LIMITS
E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EA EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/NRAML0

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The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia
Workers’ Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Business/Organization Name: NEXDINE, LLC
Address: 905B S. Main St
City/State/Zip: Mansfield, MA 02048
Phone #: 978-674-8464

Are you an employer? Check the appropriate box:
1. [✓] I am an employer with 382 employees (full and/or part-time).*
2. [ ] I am a sole proprietor or partnership and have no employees working for me in any capacity.
   [No workers’ comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers’ comp. insurance required]*
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers’ comp. insurance req.]

Business Type (required):
5. [ ] Retail
6. [✓] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other

*Any applicant that checks box #1 must also fill out the section below showing their workers’ compensation policy information.
**[If the corporate officers have exempted themselves, but the corporation has other employees, a workers’ compensation policy is required and such an organization should check box #1.]

I am an employer that is providing workers’ compensation insurance for my employees. Below is the policy information.

Insurance Company Name: MEMIC Indemnity Company Inc
Insurer’s Address: 261 Commercial St
City/State/Zip: Portland, ME 04101
Policy # or Self-ins. Lic. #: 3102805266 Expiration Date: 1/1/2020

Attach a copy of the workers’ compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: __________________________ Date: __________________________

Phone #: 978-674-8464

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: __________________________ Permit/License # __________________________
Issuing Authority (circle one):
6. Other __________________________
Contact Person: __________________________ Phone #: __________________________
Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers’ compensation for their employees. Pursuant to this statute, an employee is defined as “...every person in the service of another under any contract of hire, express or implied, oral or written.”

An employer is defined as “an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer.”

MGL chapter 152, §25C(6) also states that “every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.” Additionally, MGL chapter 152, §25C(7) states “Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority.”

Applicants

Please fill out the workers’ compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company’s name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers’ compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. Also be sure to sign and date the affidavit. The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers’ compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department’s address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Form Revised 02-23-15
9. **Discuss and Vote MassDOT Tri-Party Signal Agreement and MassDOT Taking for 900 Worcester Street Signal**

The MassDOT permitting for the signal installation on Worcester Street at the 900 Worcester Street location is progressing. MassDOT is seeking authorization from the Town on three items. The first is a Tri-Party Agreement between MassDOT, the developer, and the Town. This document outlines the responsibilities for maintenance by each party. The Town’s primary responsibility for this contract is to monitor the video cameras that allow for emergency pre-emption and this is the language the Town previously agreed to as part of the Route 9 and Kingsbury signal. The remainder of the project will be under the developer and MaDOT jurisdiction.

The second and third documents are required taking documents. A small 630 square foot portion of 900 Worcester Street is required to be incorporated into the right-of-way for the project. The plans attached indicate where the taking is located. The Order of Takings and the Land Damage Agreement indicate the Town’s authorization to proceed and that the Town would not be seeking any financial compensation for the takings. Town Counsel has reviewed all three documents and is satisfied.

**MOTION**

MOVE to approve the MassDOT Land Damage Agreement, the Agreement between the Massachusetts Department of Transportation and Wellesley Sports Center, LLC and Town of Wellesley, MA, to approve the Order of Takings with MassDOT, and to authorize the Chair to sign said documents on behalf of the Town.
AGREEMENT
BETWEEN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AND WELLESLEY SPORTS CENTER, LLC
AND TOWN OF WELLESLEY, MA

AGREEMENT NO.  ____________________________
(to be completed by MassDOT)

AGREEMENT, made this ______ day of ______, ______ by and between the Massachusetts Department of
Transportation - Highway Division, hereinafter called "MassDOT," and Wellesley Sports Center, LLC,
hereinafter called the "DEVELOPER", and Town Of Wellesley, Massachusetts, hereinafter called “the
TOWN.”

WHEREAS, the DEVELOPER and the TOWN desire to for permission to modify the operation of existing
traffic control signal on Worcester Street (Route 9) at the intersections of Overbrook Drive and CVS
Driveway (Location #1) as shown on:

   MassDOT's Traffic Control Signal Regulation No. ____________________________
   (to be completed by MassDOT)

   Dated: ____________________________
   (to be completed by MassDOT)

And for permission to install traffic control signals, including an emergency pre-emption system, and
geometric improvements on Worcester Street (Route 9) at the intersections of Lexington Road and
Wellesley Sports Center Site Driveway (Location #2) as shown on:

   MassDOT's Traffic Control Signal Regulation No. ____________________________
   (to be completed by MassDOT)

   Dated: ____________________________
   (to be completed by MassDOT)

In the Municipality of Wellesley, County of Norfolk, in said Commonwealth as shown on a set of plans
consisting of 28 sheets dated July 31, 2019, entitled:

OFFSITE ACCESS/EGRESS IMPROVEMENTS
FOR
900 WORCESTER STREET (ROUTE 9)
IN THE TOWN OF
WELLESLEY
NORFOLK COUNTY
COMMONWEALTH OF MASSACHUSETTS

prepared by MDM Transportation Consultants, Inc. of 28 Lord Road, Suite 280, Marlborough,
Massachusetts, said plans and regulation are attached hereto and made a part thereof; and

Said plans being subject to review and approval by MassDOT before installation, said plans and regulation
are made a part thereof; and in accordance with:
Highway Access Permit No.: (to be completed by MassDOT)

Dated: (to be completed by MassDOT)

Issued by District 6 to perform work on a State Highway and made part of this Agreement; and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of work to be performed, the expense of carrying out this work, and the ownership and future maintenance thereof;

NOW THEREFORE, in consideration thereof, MassDOT, the DEVELOPER and the TOWN hereby agree, each with the other as follows:

DIVISION OF WORK

The DEVELOPER will furnish through its own contractor, all necessary, labor, materials, equipment and other services necessary for the modification of the existing traffic control system at Location #1 and the installation of traffic control signals and roadway improvements at Location #2 as indicated above and as shown on the attached plans and regulations.

The DEVELOPER and the TOWN agree that all work done under this Agreement will be in accordance with the Standard Specifications for Highways and Bridges issued by the Commonwealth of Massachusetts, Massachusetts Highway Department, 1988 Edition, as amended, and the 2009 Manual on Uniform Traffic Control Devices and amendments as adopted by MassDOT.

The DEVELOPER agrees to require its Contractor to provide and cause to be maintained Public Liability Insurance and Property Damage Liability Insurance, and also, Contractor's Protective Public Liability and Property Damage Liability Insurance on behalf of MassDOT and, in conformance with Section 7.0SB of the hereinbefore defined Standard Specifications for Highways and Bridges and to furnish such evidence to MassDOT.

The DEVELOPER agrees to require its Contractor a Performance and Payment Bond on behalf of MassDOT in conformance with Section 3.04 of the hereinbefore defined Standard Specifications for Highways and Bridges. The performance and payment bond shall be for the full amount of work within the State Highway Layout.

The DEVELOPER may solicit bids and award a contract prior to the completion of the MassDOT review process with the understanding that the DEVELOPER shall be responsible for any and all adjustments to the contract documents and/or change orders that are made as a result of the MassDOT review comments.

The DEVELOPER agrees that work will not commence without written permission from the District Highway Director of MassDOT, District 6. Prior to the commencement of any work, a pre-construction conference may be required by MassDOT. If required, it shall be held at MassDOT’s Highway Division District 6 Administrative Office.

All Contractors and sub-contractors working on this project must be pre-qualified by MassDOT in the area of work that they are performing. All traffic signal equipment and components utilized and installed on this project shall be included on the MassDOT Qualified Traffic Control Equipment List.
The DEVELOPER, as its sole cost and expense, will furnish an engineer for proper inspection services necessary during the prosecution of work, and in turn, MassDOT will make periodic inspections for compliance with MassDOT standards.

Upon completion of the work, the DEVELOPER, or its Engineer, will be responsible for the final inspection, certification of compliance with the specifications, and as-built drawings. Construction of new traffic signals or modifications to existing traffic signals or signal systems shall comply with MassDOT SOP No. HMD-60-03-3-00, issued on 12/12/2008.

The DEVELOPER shall complete all work covered by this agreement within one year of the date thereof unless an authorized time extension is granted by MassDOT.

DIVISION OF EXPENSE

The entire cost of said modification of the existing traffic control system at Location #1 and the installation of traffic control signals and roadway improvements at Location #2 as hereinbefore stated as shown on said plans and regulation will be borne by the DEVELOPER.

OWNERSHIP AND FUTURE MAINTENANCE

TRAFFIC SIGNALS:

Upon completion of the modification of existing traffic control system at Location #1 and the installation of traffic control signals and roadway improvements at Location #2 to the satisfaction of MassDOT, title to said traffic control signals and appurtenances shall vest with MassDOT and MassDOT shall have the obligation and authority to operate and maintain said traffic control signals and appurtenances as installed.

All future maintenance and power costs for the traffic control signals and appurtenances shall reside with MassDOT.

EMERGENCY PRE-EMPTION SYSTEM:

Ownership of the emergency pre-emption system installed at Location #2 shall vest with the TOWN and shall thereafter have the obligation and authority to operate and maintain the emergency pre-emption system, as installed. The TOWN agrees to contact the District 6 Traffic Operations Engineer at least one business day in advance of any maintenance operation that it to be performed to the emergency pre-emption system.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WELLESLEY SPORTS CENTER, LLC

[Signature]

Printed Name: BRIAN DEVELIS

Title: MANAGER

Date: 8-26-2017

Certificate of Signatory

This will attest that the above-named individual is duly authorized and empowered to execute and deliver this Agreement on behalf of WELLESLEY SPORTS CENTER, LLC

[Signature]

Printed Name: [SEE ATTACHED]

Title: MANAGER

Date: 8-26-19

TOWN OF WELLESLEY, MA

[Signature]

Printed Name

Title

Date

Certificate of Signatory

This will attest that the above-named individual is duly authorized and empowered to execute and deliver this Agreement on behalf of TOWN OF WELLESLEY, MA

[Signature]

Printed Name

Title

Date

[Corporate Seal of Firm or Municipality]

MASSACHUSETIS DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION

Chief Engineer
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report
(General Laws, Chapter )

Identification Number: 001263798

Annual Report Filing Year: 2019

1.a. Exact name of the limited liability company: WELLESLEY SPORTS CENTER, LLC

1.b. If different, the name under which it does business in the Commonwealth:

2. The Limited Liability Company is organized under the laws of: State: DE Country: USA
   The date of its organization is: 03/01/2017

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
   SPORTS FACILITY

4. Location of its principal office:
   No. and Street: 41 NORTH RD., SUITE 203
   City or Town: BEDFORD State: MA Zip: 01730 Country: USA

5. The business address of its principal office in the Commonwealth, if any:
   No. and Street: 41 NORTH RD., SUITE 203
   City or Town: BEDFORD State: MA Zip: 01730 Country: USA

6. The name and business address of each manager, if any:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
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</thead>
<tbody>
<tr>
<td>MANAGER</td>
<td>ESG ASSOCIATES INC.</td>
<td>41 NORTH RD., SUITE 203</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BEDFORD, MA 01730 USA</td>
</tr>
</tbody>
</table>

7. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL PROPERTY</td>
<td>ESG ASSOCIATES INC.</td>
<td>41 NORTH RD., SUITE 203</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BEDFORD, MA 01730 USA</td>
</tr>
</tbody>
</table>

8. Name and address of the Resident Agent:
   Name: BRIAN DEVELLIS
   No. and Street: 41 NORTH RD., SUITE 203
9. If the foreign limited liability company has a specific date of dissolution, the latest date on which the limited liability company is to dissolve:

10. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of February, 2019, BRIAN DEVELLIS, Signature of Authorized Signatory.
City/Town: WELLESLEY  Project: RT 9 WORCESTER STREET  Project #: 

Owner: THE TOWN OF WELLESLEY

Mailing Address: 525 WASHINGTON STREET  City/Town, State, Zip: WELLESLEY, MA. 012482

County: NORFOLK  Layout/#/Order: 8722

Parcel No(s): 18-1  FAP#/ROW:

This agreement is entered into for full settlement of any and all claims for damage incurred or to be incurred by the Massachusetts Department of Transportation-Highway Division as a result of a taking by eminent domain, construction, and/or alteration relating to the subject property by the Massachusetts Department of Transportation-Highway Division. The land and/or rights in land taken and limitations of access, if any, are described in an order of taking (together with any related plans) adopted by the Massachusetts Department of Transportation-Highway Division, and on file at the office of said Department and to be recorded at the Registry of Deeds in the above referenced county.

The owner agrees to accept the sum of $ 0 in full settlement of any and all claims whatsoever to the taken or remaining property of the owner, whether caused by the taking of land and/or rights in land, limitations of access, changes in grade or drainage and/or alteration relating to the subject property; and hereby releases the Massachusetts Department of Transportation-Highway Division, from any and all claims, due to said taking, construction and/or alteration relating to the subject property.

Additions to this agreement are as follows (If none, write “None”)

NONE

It is understood and agreed that this agreement shall become binding only when signed by the owner(s) and formally approved by the Massachusetts Department of Transportation-Highway Division Administrator. It is also understood and agreed that the owners are entitled to damages for the rights being acquired, but have agreed to accept no award of damages. The owner(s) agree(s) to indemnify and hold harmless the Massachusetts Department of Transportation-Highway Division with respect to any claims brought by any person or entity that may have an interest in the property, including but not limited to, any mortgagee, tenant(s)/subtenant(s) as a result of the taking(s) covered by this Agreement.

Signature(s) of Owner(s): 

Date: 

Approved by:

Deputy Director, Right of Way Bureau
WHEREAS, the Massachusetts Department of Public Works, acting on behalf of the Commonwealth of Massachusetts, did, under date of January 2, 1957 (Layout No. 4523) alter, lay out and take charge of as State highway, a road previously laid out, in the Town of Wellesley, County of Norfolk, being known as Worcester Street (Route 9) as shown on the plans of said State highway on file in the office of the Massachusetts Department of Transportation, copies of which plans have been filed in the office of the County Commissioners of said County, or their successors, if any, and in the office of the Town Clerk of said Town of Wellesley; and

WHEREAS, it now appears advisable to make further changes in the location lines of said State highway;

NOW, THEREFORE, acting under the provisions of Chapter 6C and Chapter 81, of the General Laws Official Edition and acts in amendment thereof and in addition thereto, the Massachusetts Department of Transportation adjudges that the public necessity and convenience
require said Department should alter the location of said State highway, and should layout and take charge of said State highway as altered, as hereinafter described.

The alteration consists of widening a portion of the aforesaid State highway location on the southerly side thereof and is more fully described as follows:

The baseline used for this alteration is the main baseline of location of the aforesaid April 15, 1932 (Layout No. 2888) State highway layout of Worcester Street (Route 9) and the stations hereinafter referred to are points thereon. The coordinate system used is the Massachusetts Coordinate System North American Datum of 1983 (NAD 83).

The State highway as hereby altered and laid out begins at a point on the at a point on the southerly location line of Section 2 the aforesaid January 2, 1957 (Layout No. 4523) State highway alteration of Worcester Street (Route 9), at N 2936124.5615, E 705094.7085, said point bearing S 5°49′15″ E and being 70.50 feet distant from station 19+68.90 of the baseline location of the aforesaid April 15, 1932 (Layout No. 2888) State highway layout of Worcester Street (Route 9) and extends thence, leaving said location S 5°48′53″ E 6.00 feet to a point at N 2936118.5924, E 705095.3164; thence N 84°11′07″ E 105.00 feet to a point at N 2936129.2302, E 705199.7761; thence N 5°48′53″ W 6.00 feet to the point of ending thereof, at N 2936135.1993, E 705199.1682, again on said location line of the aforesaid January 2, 1957 (Layout No. 4523) State highway alteration of Worcester Street (Route 9), said point bearing S 5°49′15″ E and being 70.51 feet distant from station 20+73.90 of said baseline.

The location line of the State highway altered and laid out as hereinbefore described are to be further defined by bounds set thereon at the angle points and at the points of beginning and ending thereof, where feasible.
For the purpose of laying out, constructing and maintaining said State highway, the Massachusetts Department of Transportation does hereby take, under the provisions of Chapter 79 of the General Laws and all other general or special laws thereto enabling, all of the land not already owned by said Commonwealth, outside the limits of the existing public way or ways, and within the limits of the layout hereinbefore described, including all trees and structures located thereon (not, however, including poles, towers, lines, wires, cables and other appurtenances for the conveyance of electricity and telephone communication, or any other utilities) situated in the Town of Wellesley, County of Norfolk, all of said land being taking in fee simple, the supposed owner of Parcel 18-1 shown on the plan hereinafter referred to, and being set forth in the schedule hereinafter contained, excepting from the rights herein taken, all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil and electricity and for telephone communication or any other utilities now lawfully in or upon said premises hereby taken and all lawful rights of the public to use those parts of the public way or ways in the Town of Anytown which are included in the foregoing description.

The State highway hereby altered and laid out and the aforesaid taking is shown on a plan signed by the Chief Engineer, and signed by the Massachusetts Department of Transportation, Highway Division and on file in its office, said plan being entitled.
“MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

PLAN OF ROAD IN THE TOWN OF

WELLESLEY

NORFOLK COUNTY

ALTERED AND LAID OUT AS A STATE HIGHWAY

BY THE MASSACHUSETTS DEPARTMENT OF

TRANSPORTATION, HIGHWAY DIVISION

SCALE: 20 FEET TO THE INCH (EXCEPT AS NOTED)”

an attested original of which is to be recorded with this “Order of Layout and Taking” in the
Registry of Deeds for Norfolk County, at Dedham.

For damages sustained by the following owners in their property by reason of the
aforesaid taking, and in accordance with the provisions of General Laws, Chapter 79, Section 6,
as amended, an award is made. The Department reserves the right to amend the award at any time
prior to the payment thereof for good cause shown.

<table>
<thead>
<tr>
<th>PARCEL NO.</th>
<th>SUPPOSED OWNER</th>
<th>AREA</th>
<th>BOOK</th>
<th>PAGE</th>
</tr>
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<tbody>
<tr>
<td>18-1</td>
<td>Town of Wellesley</td>
<td>630 S.F.</td>
<td>32719</td>
<td>343</td>
</tr>
</tbody>
</table>

The name of the owners herein given, although supposed to be correct, are such only as
matters of opinion and belief.

It is therefore

DECLARED: that said way as altered, as described herein and as described and shown
on said plan, be and the same is hereby laid out and taken charge of by the Commonwealth, that
the Secretary to the Massachusetts Department of Transportation shall file in the office of the County Commissioners of said County or their successors, if any, and in the office of the Town Clerk of said Town in which said way is located, certified copies of said plan and a copy of this certificate, signed by the Director, Right of Way Bureau attesting that the Department has laid out and taken charge of said way as altered in accordance with said plan, together with a copy of this adjudication.

Dated at Boston this

_________________________________
JOHN DELEIRE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
DIRECTOR, RIGHT OF WAY BUREAU
THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _______ day of ____________, 20____, before me, the undersigned notary public, personally appeared John DeLeire, the Director, Right of Way Bureau for the Massachusetts Department of Transportation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned.

______________________________
Notary Public
My commission expires:
10. **Discuss Revised Boston Marathon Invitational Entry Policy**

The staff will be working on two Boston Marathon Policies this year. The first policy is the Invitational Entry Policy. The Board approved the Invitational Entry Policy in October 2018, and the current proposal before you is to make the following amendments:

- Adjust dates for submittal and approval by the Board of Selectmen.
- Require charities to have runners at the time of application, and to have runners register with the BAA prior to December 31. If the runner drops out, and the backup runner is not available, the charity would forfeit the invitational entry and it would then go to a charity not awarded an entry.
- Amend applications to be consistent with the policy.

The staff is asking for a first read of the policy to gather the Board’s input. We will place a second read and potential vote on the agenda for September 9th. Both a clean and a redline version have been included as well as the draft applications.

The second policy the staff will be working on will be the use of the BAA funds. The staff has not begun working on this policy to date.

**NO MOTION**
PURPOSE:
To clarify the distribution of invitational entries allocated to the Town of Wellesley by the Boston Athletic Association (BAA) in support of the Boston Marathon.

POLICY:
The Board of Selectmen’s policy outlines the assignment of invitational entries to Wellesley Public Safety officers and to charitable organizations that directly benefit Wellesley residents or offer programs that benefit the Town and allows all qualified charities a fair chance for the award of one or more runner entries.

PROCEDURES:
Allocation of Invitational Entries

a. Reflecting the significant contribution that Public Safety officers make to the success and safety of those who run the Boston Marathon, two invitational entries will be reserved in October for Wellesley Police officers and two invitational entries for Wellesley Firefighters who commit to train and run. The Police and Fire Chiefs shall advise the Executive Director by October 15th of the names of any designated runners from each department. If there are fewer than two entries from either department the reserved entries will be returned to the pool for distribution pursuant to the procedures in section d.

b. All recipients of invitational entries must agree to pay the applicable entry fee to the BAA by December 31st or forfeit the invitational entry. Recipients of invitational entries (other than Wellesley Public Safety officers) must agree to fundraise a minimum amount set by the Board of Selectmen for the sponsoring charity. A sponsoring charity may, in its discretion, set a higher fundraising minimum.

c. All recipients of invitational entries must agree to comply with all terms and conditions set by the BAA.

d. Following any award of invitational entries to Wellesley Public Safety officers under section a, above, the Board of Selectmen will utilize the following criteria to determine how the remaining invitational entries will be awarded:

i. Two entries will be reserved for Town of Wellesley residents and/or employees. Persons receiving these reserved entries must agree to raise funds for the Town’s War Memorial Scholarship. In the event
either category (residents or employees) has more than one application, selection of the entry from that category shall be made by the Board of Selectmen. If there are no applications from one category but more than two in the other, two (2) selections shall be made from the latter category by the Board of Selectmen. If there are fewer than two (2) total entries from both categories, the remaining entry shall be returned to the pool for distribution pursuant to the procedures outlined in section ii, below.

ii. The remaining entries will be made available to charitable organizations which contribute significantly to the Town of Wellesley or to some population of Wellesley residents, as determined by the Board. The Selectmen will determine the award of entries to charities in their sole discretion and may issue no entries or more than one entry to charities. Charitable organizations should recognize that there are likely to be more requests for entries than the Town is allocated, and thus the Board may only issue one entry per charity each year.

iii. Invitational entries awarded under sections i and/or ii above are made for the express purpose of use by the named recipient or named charitable organization. The entries are not transferable. Charitable organizations are responsible for securing their runner and at least ONE alternate. If a charitable organization is unable to secure a runner, any unused entry must be returned to the Board of Selectmen by December 31st for further distribution under sections i and ii, above.

e. Schedule

i. The Boston Marathon is held each year on Patriots Day.

ii. By October 15th of the preceding year invitational entries awarded to Wellesley Public Safety officers shall be determined pursuant to a. above.

iii. Beginning in mid-September of the preceding year, the Selectmen will accept applications from charities, residents, and employees for an invitational entry. For charities, the application must include the desired number of invitational entries the charity is seeking and signed confirmation that the charity agrees to recruit at least one runner and alternate(s). The application can be found at https://wellesleyma.gov/1207/Boston-Marathon (to be updated)
iv. Completed applications must be received in the Selectmen's Office by a previously determined date in October.

v. Invitational entries will be awarded by vote of the Board of Selectmen to War Memorial Scholarship runners and qualified charities in early November.

vi. Awarded runners must complete and return the Town of Wellesley Boston Marathon waiver by mid-December.

vii. Awarded runners must pay the applicable BAA entry fee by December 31 or forfeit the entry to be returned to the Town for re-distribution.

viii. Awarded runners must submit their fundraising money to the sponsoring charity by May 15th of the following year.

ix. Charities must report each runner’s total fundraising to the Board of Selectmen no later than May 31st of the following year.

**DEFINITION:**

**Invitational Entry:** Invitations to run the Boston Marathon that the BAA distributes to the towns along the race course and to charitable organizations of their choosing. Organizations use these entries to recruit athletes who pledge to raise funds for their cause or the Town, in exchange for a waiver of the Boston Marathon qualifying time requirements.

**REGULATORY / STATUTORY REFERENCES**

Allocation of invitational entries are subject to the requirements of the Boston Athletic Association.

**APPROVED BY:**

Board of Selectmen, Chair    Marjorie R. Freiman

Board of Selectmen             Thomas H. Ulfelder

Board of Selectmen             Jack Morgan
Board of Selectmen

Boston Marathon Invitational Entries Policy

Approved October 16, 2018

Board of Selectmen
Beth Sullivan Woods

Board of Selectmen
Lise M. Olney

Original date: 10/16/18
Revised dates: 9/2019.............
PURPOSE:

To clarify the distribution of invitational entries allocated to the Town of Wellesley by the Boston Athletic Association (BAA) in support of the Boston Marathon.

POLICY:

The Board of Selectmen's policy outlines the assignment of invitational entries to Wellesley Public Safety officers and to charitable organizations that directly benefit Wellesley residents or offer programs that benefit the Town and allows all qualified charities a fair chance for the award of one or more runner's entries.

PROCEDURES:

Allocation of Invitational Entries

a. Reflecting the significant contribution that Public Safety officers make to the success and safety of those who run the Boston Marathon, two invitational entries will be reserved in October for Wellesley Police officers and two invitational entries for Wellesley Firefighters who commit to train and run. The Police and Fire Chiefs shall advise the Executive Director by October 31st15th of the names of any designated runners from each department. If there are fewer than two entries from either department the reserved entries will be returned to the pool for distribution pursuant to the procedures in section d.

b. All recipients of invitational entries must agree to pay the applicable entry fee to the BAA by December 31st or forfeit the invitational entry. Recipients of invitational entries (other than Wellesley Public Safety officers) must agree to fundraise a minimum amount (set by the Board of Selectmen by October 15th) for the sponsoring charity. A sponsoring charity may, in its discretion, set a higher fundraising minimum.

c. All recipients of invitational entries must agree to comply with all terms and conditions set by the BAA.

d. Following any award of invitational entries to Wellesley Public Safety officers under section a, above, the Board of Selectmen will utilize the following criteria to determine how the remaining invitational entries will be awarded:
Administrative Policy and Procedure

Board of Selectmen
Boston Marathon Invitational Entries Policy
Approved October 16, 2018

i. Two entries will be reserved for Town of Wellesley residents and/or employees. Persons receiving these reserved entries must agree to raise funds for the Town’s War Memorial Scholarship. In the event either category (residents or employees) has more than one application, selection of the entry from that category shall be made by random drawing the Board of Selectmen. If there are no applications from one category but more than two in the other, two (2) selections shall be made from the latter category by random drawing the Board of Selectmen. If there are fewer than two (2) total entries from both categories, the remaining entry(ies) shall be returned to the pool for distribution pursuant to the procedures outlined in section ii, below. Persons receiving these reserved entries must agree to raise funds for the Town’s War Memorial Scholarship.

ii. The remaining entries will be made available to charitable organizations which contribute significantly to the Town of Wellesley or to some population of Wellesley residents, as determined by the Board. The Selectmen will determine the award of entries to charities in their sole discretion and may issue no entries or more than one entry to charities. Charitable organizations should recognize that there are likely to be more requests for entries than the Town is allocated, and thus the Board may only issue one entry per charity each year.

iii. Invitational entries awarded under sections i and/or ii above are made for the express purpose of use by the named recipient or named charitable organization. The entries are not transferable. The entries are not transferrable to another organization. If the named recipient determines that there are runners responsible for securing their runner and at least ONE alternate, a charitable organization is unable to secure a runner; any unused entry(ies) must be returned to the Board of Selectmen by December 31st for further distribution under sections i and ii, above.

e. Schedule

i. The Boston Marathon is held each year on Patriots Day.

ii. By October 31st of the preceding year Invitational Entries awarded to Wellesley Public Safety officers shall be determined pursuant to i, above.
Administrative Policy and Procedure

Board of Selectmen
Boston Marathon Invitational Entries Policy
Approved October 16, 2018

iii. Beginning in mid-September of the preceding year, the Selectmen will begin accepting applications from charities, residents, and employees for an Invitational Entry. For charities, the application must include the desired number of Invitational Entries and signed confirmation that the charity agrees to recruit at least one runner and alternate(s). The application can be found at https://wellesleyma.gov/1207/Boston-Marathon.

iv. Completed applications must be received in the Selectmen’s Office by December 1st of the preceding year or a previously determined date in October.

v. Invitational Entries will be awarded by vote of the Board of Selectmen to War Memorial Scholarship runners and qualified charities in early November.

vi. Awarded runners must complete and return the Town of Wellesley Boston Marathon waiver by mid-December.

vii. Awarded runners must pay the applicable BAA entry fee by December 31 or forfeit the entry to be returned to the Town for redistribution.

viii. Awarded runners must submit their fundraising minimum to the sponsoring charity by May 15th of the following year.

ix. Charities must report each runner's total fundraising to the Board of Selectmen no later than June 30th of the following year.

DEFINITION:

Invitational Entry: Invitations to run the Boston Marathon that the (BAA) distributes to the Towns along the race course and to charitable organizations of their choosing. Organizations use these entries to recruit athletes who pledge to raise funds for their cause or the Town, in exchange for a waiver of the Boston Marathon qualifying time requirements.

REGULATORY / STATUTORY REFERENCES

Allocation of Invitational Entries are subject to the requirements of the Boston Athletic Association.
Administrative Policy and Procedure

Board of Selectmen
Boston Marathon Invitational Entries Policy
Approved October 16, 2018

APPROVED BY:

Board of Selectmen, Chair
Jack Morgan

Board of Selectmen, Chair
Marjorie R. Freiman

Board of Selectmen
Ellen F. Gibbs

Board of Selectmen
Thomas H. Ulfelder

Board of Selectmen
Jack Morgan

Board of Selectmen
Beth Sullivan Woods

Board of Selectmen
Lise M. Olney

Original date: 10/16/18
Revised dates: 9/2019

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Charitable organizations must provide the information requested below to be eligible for consideration by the Board of Selectmen. Applications must be received in the Selectmen’s Office in person or via email (shawkinson@wellesleyma.gov) by Friday, October 18th. The Board will review all applications and select the charities to receive an allocation of invitational entries. Charities will be notified on or before November 8th.

Charitable organizations and their runners agree to the following terms and conditions should they be awarded an invitational entry:

1. Organizations are responsible for securing their runner and an alternate.
2. Organizations are responsible for insuring their runner(s) complete and return the entry waiver to the Selectmen’s Office by December 16, 2019.
3. Charity runners must pay the BAA entry fee by December 31, 2019, or the invitational entry will be forfeited and returned to the Town to be awarded to a new recipient.
4. Charity runners must fundraise or pay the full minimum donation amount set by the Board of Selectmen, or by the charity if the charity minimum requirement is higher.
5. Organizations must require their runner(s) to submit all fundraising money to the charity no later than May 15, 2020.
7. Charity runners must agree to adhere to all terms and conditions set forth by the BAA.

Name of Organization:

Address:

Contact person:

Contact email and phone number:

Legal status of organization:

Sources of funding:

Size and scope of the organization:

What services does your organization provide to the Wellesley community and its residents?

Who benefits from your organization?
What percentage of funds are committed to the organization’s mission vs. administration?

What fundraising minimum has your organization set for participating runners?

How will your organization specifically use funds received through the Boston Marathon fundraising? Please include potential programs/initiatives

Organizations receiving invitational entry(ies) must secure at least ONE RUNNER AND ONE ALTERNATE. What is the maximum number of interested runners you expect to recruit for the 2020 Boston Marathon?

Additional comments:

This organization agrees to share the Board of Selectmen marathon policy with all interested runners and insure those runners adhere to the policy.

Signature:

Date:
2020 Boston Marathon
Wellesley Resident/Employee Application for Invitational Entry

Town of Wellesley residents or employees must provide the information requested below to be considered by the Board of Selectmen for an invitational entry to raise funds for the War Memorial Scholarship Fund. [https://wellesleyma.gov/1263/War‐Memorial‐Scholarship‐Fund](https://wellesleyma.gov/1263/War‐Memorial‐Scholarship‐Fund).

Applications must be received in the Selectmen’s Office in person or via email ([shawkinson@wellesleyma.gov](mailto:shawkinson@wellesleyma.gov)) by Friday, October 18th. The Board will review all applications and select the residents and/or employees to receive invitational entries. Recipients will be notified on or before November 8th.

Applicants agree to the following terms and conditions should they be awarded a Boston Marathon invitational entry:
1. Recipients must complete and return the entry waiver to the Selectmen’s Office by December 16, 2019.
2. Recipients must pay the BAA entry fee by December 31, 2019, or the entry will be forfeited and returned to the Town to be awarded to a new recipient.
3. Recipients must fundraise or pay the full minimum donation amount set by the Board of Selectmen.
5. Recipients agree to adhere to all terms and conditions set forth by the BAA.

Name:

Address:

Email address and phone number:

Why would you like to run and fundraise for the Town’s War Memorial Scholarship Fund?

Please explain your interest in the military or any connection to military veterans.

Additional comments:

Signature:

Date:
11. **Discuss RFP for Eaton Court Parking Lot**

The Town currently holds a license with Haynes Management for the use of 240 square feet at the property line of Eaton Court Parking Lot and 260-278 Washington Street (Quebrada Building). The small area was paved to facilitate access and parking to 254 Washington Street, which prior to the paving had no access or parking. The License is currently held for $1. The Board considered formalizing the License to a land lease, like land leases held for the Cochituate Aqueduct last year. The Town had an appraisal of the 240 square foot parcel done, and given it provides the primary vehicular access to the site was valued quite high with a potential annual lease amount of [redacted]. The comparable properties in the appraisal were focused on the Boston Area, as the immediate surrounding communities have not been found to have similar types of projects. In your packet is a draft Request for Proposals (RFP) for your consideration, that seeks to formalize a lease with interested parties. The draft RFP requires the Town to take the highest bidder. The language of the RFP and the proposed lease are consistent with the language for the Cochituate Aqueduct properties. Town Counsel is currently reviewing the RFP. The lease would be for 5 years with the option to renew for 5 years. Formalization of the lease will require Town Meeting action. Staff is seeking comments and authorization to proceed. There is no motion required for this item.

NO MOTION
REQUEST FOR PROPOSALS FOR THE RENTAL OF TOWN OWNED PROPERTY

PORTION OF 24 EATON COURT KNOWN AS EATON COURT PARKING LOT CONTAINING 240 SQ. FT.

September XX, 2019
TOWN OF WELLESLEY
BOARD OF SELECTMEN

The Town of Wellesley, acting through its Board of Selectmen, invites proposals for the lease of 240 square feet of land at 24 Eaton Court (Eaton Court Municipal Parking Lot), adjacent to 254 Washington Street for the ingress and egress and parking of motor vehicles in conjunction with businesses located at 254 Washington Street.

Copies of the request for proposal may be obtained beginning XXXX, 2019, at the office of the Board of Selectmen, Town Hall, 525 Washington Street, Wellesley, Massachusetts 02482 or email sel@wellesleyma.gov.

Proposals will be received by the Board of Selectmen up until XXXXX, 2019 at 12:00 p.m. in its office in the Town Hall, at which time and place they will be publicly opened and read.

All proposals must be completely filled out, signed and enclosed in a sealed envelope plainly marked:

PROPOSAL FOR LEASE OF PORTION OF 24 EATON COURT LAND ADJACENT TO 254 WASHINGTON STREET TOWN OF WELLESLEY

Description

The Town owns certain real property, together with all rights and privileges arising in connection therewith, located at Eaton Court in Wellesley, MA and known as the "Eaton Court Parking Lot", as shown on Attachment A (the “Property”). The 240 square foot portion of the property was paved by the abutter to provide for ingress and egress and parking of motor vehicles conjunction with the abutting property owner’s businesses located at 254 Washington Street.

The Board of Selectmen reserves the right to accept or reject any or all Proposals as, in its sole judgment, the best interest of the Town of Wellesley would be served by so doing.
TOWN OF WELLESLEY
BOARD OF SELECTMEN
Request for Proposal

This document is a Request for Proposal (RFP) for the lease of land, adjacent to 254 Washington Street, containing 240 square feet. Said premises are shown on Attachment A as “Licensed Premise” on a GIS map titled “Pavement Encroachment at Eaton Court Parking Lot”.

Questions concerning this proposal should be directed to Meghan Jop, in the office of the Board of Selectmen (781-431-1019) or email mjop@wellesleyma.gov. Proposers are responsible for acquainting themselves with the site.

The above-mentioned land has been declared temporarily surplus by the Town and is available for rental by private entities.

A. **Instructions:**

All proposals submitted in response to this RFP must comply with the following instructions.

1. The proposer must be satisfied by its own investigations regarding all conditions of the land to be leased to make its proposal in sole reliance thereon.

2. Please provide one (1) original and three (3) copies of the complete proposal. The proposal shall include a cover letter on company letterhead signed by a person who is authorized to bind the Respondent to the proposal, including the respondent’s name, address, and telephone number. It should state the subject as “Lease of a portion of 24 Eaton Court, Land Adjacent to 254 Washington Street” and should state the name, title, and phone number of the organization’s primary contact person for this RFP.

3. The term of the lease will be for five (5) years beginning on July 1, 2020 with the option to renew the lease for one (1) additional five (5) year term, with the approval of the Board of Selectmen. The annual rent for the second 5-year term shall be adjusted using the Northeast Urban CPI percentage change during the term (6/2020- 6/2025).

4. The lease will be awarded to the respondent that submits a proposal that is responsive to the requirements of this RFP and offers the highest annual lease rent to the Town.

5. The prospective tenant will be expected to pay all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a...
lien or charge on the Premises, as provided in the Form of Lease attached hereto.

6. Neither the Proposer nor any staff member shall be an agent, servant, or employee of the Town, or have an interest, direct or indirect, with respect to the Town, or otherwise have a conflict of interest with the Town's rights and responsibilities.

7. The Board of Selectmen reserves the right to reject any or all proposals or to accept any proposal or any part of any proposal, should, in its sole judgment, such action be deemed in the best interests of the Town.

8. Award of the lease contract is expected to occur by January 1, 2020 and is subject to approval at Annual Town Meeting.

9. The successful proposer will be notified in writing by mail or otherwise that its proposal has been accepted and that its firm has been awarded the lease, subject to execution of a completed lease agreement, which is included in this proposal.

10. The entire proposal of the successful proposer may be made part of the final lease agreement. Therefore, the lessee must agree to be bound by the information contained therein.

11. Respondents may correct, modify, or withdraw proposals in writing not less than 48 hours prior to the proposal opening. Only written communications will be accepted and considered. Corrections or modifications must be in a sealed envelope clearly marked as “Modification to Proposal of [respondent’s name] for Lease of a portion of 24 Eaton Court, Land Adjacent to 254 Washington Street.” Only written communications will be accepted and considered. No proposal may be withdrawn after the actual date of the opening thereof. Proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, until a lease has been executed, or until this RFP is cancelled, whichever occurs first.

12. All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to: Wellesley Board of Selectmen, 525 Washington Street, Wellesley, MA 02482. No requests will be accepted after 3:00 pm on XXXXX, 2019. The name, address, telephone number and fax number of the person to whom such additional information shall be sent must be provided by the respondent.

B. Minimum Requirements:

1. Each proposal package shall include the forms, which are a part of the RFP, completely filled out in the appropriate places. (In case of a difference between the amount written in figures and the amount written in words, the amount written in words shall govern.) The forms to be completed include:
a. Proposal Form

b. A copy of proposer’s most recent audited financial statement.

c. A list of properties (if any) that proposer owns or rents that abuts the Premises.

d. A description of Proposer’s desired use of the Premises and any public benefit received from said use.

e. Statement of Tax Compliance

f. Disclosure of Beneficial Interests Statement

g. Certificate of Non-Collusion

2. The proposer will certify that she/he has fully complied with all applicable state and local regulations and requirements, and that all outstanding monetary obligations to the Commonwealth and to the Town have been paid.

3. The proposal shall include three credit references that demonstrate the proposer's financial responsibility over the last five (5) years.

4. The proposal shall be accompanied by a bid deposit in the form of a bid bond, or cash or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Wellesley, in an amount of not less than 5% of the proposed first year's lease payment amount.

5. If a corporation is submitting the proposal, a clerk's certificate must accompany the proposal certifying that, by vote of the officers of the corporation, the signatory is authorized to submit the proposal on behalf of the corporation.

6. Prior to execution of a lease, the selected proposer shall provide a certificate of insurance demonstrating that it possesses the types of insurance policies required by the Lease (attached hereto) and in the amounts required thereby.

C. Evaluation of Proposals:

All proposals will be reviewed and evaluated by the Town. An award will be made, if at all, to the highest priced proposal from a responsive and responsible proposal. The successful proposer shall be required to execute a lease in substantially the form included in this RFP.

The Town may make such investigation as deemed necessary to determine the ability and responsibility of the proposers. The proposers shall cooperate with the Town in such investigation and furnish to the Town all information and data that the Town may require to make such determination.
LEASE PROPOSAL FORM

PORTION OF 24 EATON COURT KNOWN AS EATON COURT PARKING LOT CONTAINING 240 SQ. FT.

FROM: The undersigned, hereinafter called the “Respondent,” organized and existing under the laws of the State of ____________, doing business as a

(Name of corporation; partnership; or an individual).

TO: THE TOWN WELLESLEY, MA:

The Respondent proposes to lease the above-described Premises under terms and conditions in the Town’s Request for Proposals and the lease included therewith for the following Minimum Annual Rent:

$ ________________________________

_______________________________ Dollars and ____________________ Cents

This form must bear the signature of the Respondent or the authorized agent of the Respondent. If the Respondent is a corporation or partnership, a duly authorized officer of such corporation or partnership must sign the Proposal.

Printed Name of Respondent

Printed Address of Respondent

By: ______________________________

Authorized Signature of the Respondent

Printed Name and Title of Person Signing the Proposal

Phone

Date: _________________
STATEMENT OF TAX COMPLIANCE

I certify, under the penalties of perjury, that the below mentioned firm or person, to my best knowledge and belief, has complied with all the laws of the commonwealth relating to taxes.

NAME OF FIRM: ____________________________________________________________

ADDRESS: ________________________________________________________________

TELEPHONE: ___________________ DATE: __________________________

SIGNATURE OF AUTHORIZED OFFICIAL: ________________________________

TITLE: _________________________________________________________________

SOCIAL SECURITY or FEDERAL IDENTIFICATION # __________________________
NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM’s approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address, then identify the property in some other manner such as the nearest cross street and its tax assessors’ parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party’s role in the transaction is not covered by one of the listed roles, then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert “inhabitants of the (name of public entity).” If the Disclosing Party is a non-profit with no individual persons having any beneficial interest, then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write “none” in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108
The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY’S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

   _____ Lessor/Landlord  _____ Lessee/Tenant
   _____ Seller/Grantor   _____ Buyer/Grantee
   _____ Other (Please describe): _______________________________________

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>NAME</th>
<th>RESIDENCE</th>
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(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

   *No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all*
persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm’s length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

________________________________________________________
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

________________________________________________________
AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

________________________________________________________
PRINT NAME & TITLE of AUTHORIZED SIGNER
The undersigned certifies under penalties of perjury that this proposal has been made 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.

Person Signing Proposal: _________________________________________________

Name of Business: _____________________________________________________

Business Address: _____________________________________________________

City and State: _______________________________________________________  

Telephone No: ____________________   Fax No: ________________________

Date: __________________________

The proposer is a corporation incorporated in the State of ___________________
________________________________________; * a partnership; an individual. **

*Note: If the proposer is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**Note: Proposer must add and delete as necessary to make this sentence read correctly.

The required names and addresses of all persons interested in the foregoing proposal, as Principals, are as follows:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

In executing this bid form, the undersigned hereby certifies that the bidder has fully complied with all applicable state and local regulations and requirements and that all outstanding monetary obligations to the Commonwealth and to the Town have been paid.

____________________________________________
Authorized Signature
FORM OF LEASE

THIS LEASE made this __________ day of __________________, 20__ by and between the TOWN OF WELLESLEY, a municipal corporation located in Norfolk County, Massachusetts, hereinafter called the Lessor, and 
_______________________________________________________________________ 
_______________________________________________________________________ 
_______________________________________________________________________ 
_______________________________________________________________________ , hereinafter called the Lessee.

WITNESSETH, that in consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease unto the Lessee a certain parcel of land situated in said Town of Wellesley, bounded and described as follows:

Containing 240 square feet (the “Premises”).

Said Premises are shown on Attachment A as “Licensed Premise” on a GIS map titled “Pavement Encroachment at Eaton Court Parking Lot”.

1. LEASE TO USE THE PREMISES. In consideration of the Rents, covenants and agreements of the Lessee hereinafter set forth, and upon the following terms and conditions, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM.

(a) The initial term of this Lease (the “Initial Term”) shall commence on July 1, 2020 (the “Term Commencement Date”) and shall expire, unless earlier terminated in accordance with the terms of this Lease, at midnight on the last day in the month in which the fifth annual anniversary of the Term Commencement Date occurs.

(b) Upon mutual agreement of the Parties, this Lease may be renewed for one (1) additional five- (5) year term (the “Extension Term”), upon the same terms and conditions, unless said terms and conditions are modified in accordance with the terms of this Lease or unless either party notifies the other in writing of its intention not to renew this Lease at least six (6) months prior to the expiration of the Initial Term.

3. USE OF THE PREMISES. Lessee shall use the Premises solely for the purpose of ingress and egress for motor vehicles in conjunction with _______________, this right to include that of _______________ and others lawfully using the Premises and no others. Lessee further covenants at its expense at all times during the Term (Initial and Extension) and such further times
as Lessee occupies the Premises:

(a) No buildings, structures or parts thereof shall be erected, placed or maintained on said Premises without written consent of the Board of Selectmen.

(b) No nuisance shall be committed upon said Premises and all the provisions of every law, ordinance, bylaw, rule or regulation of the Commonwealth of Massachusetts or the Town of Wellesley which are now in force or which may hereafter become applicable to the use of said Premises shall be observed and obeyed.

(c) Damage by fire or unavoidable casualty specifically not excepted, at the Lessee’s expense, Lessee shall, at all times, keep the Premises clean, neat, clear of rubbish, paper, and waste material, and in the same good order, repair and condition as they are delivered at the Term Commencement Date or as they may be put in during the Term (Initial or Extension) of this Lease. Lessee shall be responsible for all repairs, maintenance and resurfacing of the Premises. Nothing shall be done upon said Premises to render them unsightly or offensive.

(d) The Lessee shall not assign, transfer or sublet the whole or any part of the demised Premises without consent, in writing, of the Board of Selectmen, which consent may be withheld by the Board of Selectmen in their sole discretion.

(e) If Lessee owns any buildings or structures adjacent to the Premises, Lessee shall keep the street walls of such building(s) clean at all times.

(f) Lessee shall pay on demand the Lessor’s expenses, including reasonable attorney’s fees, incurred in enforcing any obligations of the Lessee under this Lease or in curing any default by Lessee under this Lease if such default has not been cured by Lessee within sixty (60) days of Lessee receiving written notice of such default by Lessor.

(g) Lessee shall obtain and maintain all approvals, permits, licenses or other orders as may be necessary for the conduct of its business, and shall comply with all laws, statutes, ordinances and regulations, federal, state, county, or municipal, now or hereafter in force and applicable to the Premises, related to the use or occupancy thereof; to comply with all rules and regulations of the Board of Fire Underwriters or any other body exercising similar functions; and not to permit any use of the Premises which will make voidable any insurance on Premises.

(h) Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on the Premises or the improvements, or any part of same, or on
Lessee’s estate which may be a subject of taxation, or on the Lessor by reason of its ownership of the fee or any easements underlying this Lease, during the entire term of this Lease.

(i) Lessee shall obtain and provide to Lessor and shall maintain during the Term (Initial and Extension) a certificate of tax compliance in accordance with M.G.L. c. 62C, § 49A, and to be in good standing relative to all taxes during the term.

(j) Lessee acknowledges the applicability of the State Conflict of Interest law (M.G.L. c. 268A) and this Lease expressly prohibits any activity which shall constitute a violation of that law. The Lessee hereby certifies that neither it nor its agents, servants or employees are or shall during the Term shall be in violation of that law.

4. RENT.

(a) Basic Rent. Commencing on the Term Commencement Date, Lessee shall pay Basic Rent to Lessor, at the address set forth above or such other address as Lessor may thereafter specify by notice to Lessee, in the amount of _____________________ per year to be paid as set forth below without counterclaim, set-off, deduction or defense and, except as otherwise expressly provided herein, without abatement.

(b) Additional Rent. Commencing on the Term Commencement Date and when due, Lessee shall pay such Additional Rent to Lessor as required pursuant to Paragraph 4(d), 6, and 10(b) of this Lease, at the address set forth above or such other address as Lessor may thereafter specify by notice to Lessee, without counterclaim, set-off, deduction or defense and, except as otherwise expressly provided herein, without abatement.

(c) Rent Adjustments. The annual rent for the second 5-year term shall be adjusted using the Northeast Urban CPI percentage change during the initial term (6/2020-6/2025).

(d) Late Payments. If any payment of Basic Rent is not paid to Lessor when due, the, at the Lessor’s option, without notice to Lessee and in addition to all other remedies hereunder, Lessee shall pay upon demand to Lessor as Additional Rent interest thereon at an annual rate equal to the corporate rate of Bank of America (or its successor) from time to time in effect plus three percent (3%), such interest to be computed from the date such Basic Rent or Additional Rent was originally due through the date when paid in full.

(e) Rent Payments. Rent shall be apportioned and paid in advance on the first day of each quarter.

5. INSURANCE. Lessee shall, at its own cost and expense, obtain and throughout the Term shall maintain, with companies qualified to do business in Massachusetts and reasonably acceptable to Lessor, for the benefit as additional insureds of Lessor, comprehensive general liability insurance (with contractual liability rider) against claims for bodily injury, death or property damage occurring to, upon or
about the Premises in limits of $1,000,000 per occurrence, $3,000,000 aggregate. The risk of loss to the Premises is upon Lessee, and Landlord shall have no liability with respect thereto.

6. **INDEMNIFICATION.** Lessee agrees to protect, defend (with counsel approved by Lessor), indemnify and save Lessor, any and all affiliates of Lessor, and their respective members, managers, officers, directors, contractors, agents and employees (collectively, “Lessor Parties”) harmless from and against any and all claims and liabilities arising: (i) from the conduct or management of or from any work or thing whatsoever done in or about the Premises during the Term and from any condition existing, or any injury to or death of persons or damage to property occurring or resulting from any occurrence, during the Term in or about the Premises on the part of Lessee or any of its agents, employees, subtenants, Lessee, invitees or assignees; and (ii) from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or from any negligent act or omission on the part of Lessee or any of its agents, employees, subtenants, tenants, invitees or assignees. Lessee further agrees to indemnify each of Lessor Parties from and against all costs, expenses (including reasonable attorneys' fees) and other liabilities incurred in connection with any such indemnified claim or action or proceeding brought thereon, any and all of which, if reasonably suffered, paid or incurred by any of Lessor Parties, Lessee shall pay promptly upon demand to Landlord as Additional Rent.

7. **LESSOR’S ACCESS.** Lessee agrees to permit Lessor and any of Lessor’s authorized representatives to enter the Premises (i) at all reasonable times during usual business hours for the purposes of inspecting the same, exercising such other rights as it or they may have hereunder or under any mortgages and exhibiting the same to other prospective tenants, purchasers or mortgagees and (ii) at any time in the event of emergency.

8. **DAMAGE AND DESTRUCTION – FIRE AND OTHER CASUALTY.** In case the Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority in consequence of a fire, or damaged or destroyed by other casualty, this Lease shall, unless it is terminated as provided below in this section, remain in full force and effect and Lessee shall, utilizing the proceeds of the fire and extended coverage insurance policy maintained by Lessee, proceeding with all reasonable dispatch, repair or rebuild the Premises so as to restore them to at least the condition they were in at the commencement of this Lease. Lessee shall, at its expense proceeding with all reasonable timeliness, repair or replace such of its alterations, improvements, and equipment as may have been damaged or destroyed. In case the Premises shall be materially damaged by any casualty other than those covered by the fire and extended coverage insurance policy, and as a result Lessee shall have given written notice to the Landlord of its intention not to restore the Premises to its prior condition, Lessor may at its election, by notice in writing to Lessee given as hereafter provided, terminate this Lease. In addition, if Lessee fails to give written notice within sixty (60) days from the date of such fire or casualty of its intention to restore the Premises, or if Lessee fails to restore the Premises to a condition substantially suitable for the intended use within sixty (60) days of said fire or casualty, Lessor may elect the terminate this Lease. In the event that this Lease is
terminated under the provision of this paragraph, Lessee shall share in the insurance proceeds referred to in the first sentence of this paragraph in proportion to its contribution from insurance proceeds received to the value of the Premises prior to the fire or casualty. In determining Lessee’s contribution from the insurance proceeds to the value of the Premises under this paragraph, the assessed value at the commencement of the term of this Lease of the improvements damaged or destroyed is the sum of $450,000 (the “Assessed Value”). An amount equal to the Assessed Value shall be paid to Lessor out of the insurance proceeds payable in the event of fire or other casualty, but in no event shall Lessee be liable to pay any amounts in excess of those amounts available out of the insurance proceeds. The balance of the insurance proceeds, if any, shall be paid to Lessee.

9. **LESSOR’S COVENANTS.** Lessor covenants that Lessee, upon paying the rent and performing Lessee’s obligations in this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term or any extension thereof until it is terminated as in this Lease provided.

10. **DEFAULTS AND REMEDIES.**

(a) **Defaults.** Lessee shall be in default of this Lease if any one or more of the following shall occur:

(i) If Lessee shall fail to make payment of any Basic Rent, Additional Rent or other charges required to be paid by Lessee under this Lease, within ten (10) days after the date that same has become due and payable under this Lease and shall not have paid same within ten (10) days of the date of written notice of same from Lessor; or

(ii) If Lessee shall default in the performance of any of the other material terms, covenants or conditions of this Lease and shall not have cured such default within thirty (30) days of the date of written notice of same from Lessor of if such default is not amenable to cure within such thirty (30) day period, shall not have commenced and diligently and continuously pursued the cure of such default; or

(iii) If any assignment shall be made by Lessee for the benefit of creditors, or if Lessee’s leasehold interest shall be taken on execution, or if a petition is filed by Lessee for adjudication as a bankrupt, or for reorganization or an arrangement under any provisions of the Bankruptcy Act as then in force and effect, or if any involuntary petition under any of the provisions of said Bankruptcy Act is filed against Lessee and such involuntary petition is not dismissed within forty-five (45) days thereafter then the Lessor may immediately or at any time thereafter, while such default continues, and without further notice or demand, enter into and upon the said premises, and repossess the same as of its former estate and expel the said Lessee or those claiming under it and remove its effects, forcibly, if necessary, without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for collection of arrears of rent or any preceding breach of covenant, and that upon entry as aforesaid, the said term
hereof shall cease and be ended.

(b) Remedies on Default. Upon Default of Lessee, which has not been cured by Lessee as set in the Lease, Lessor at its election, shall have the right thereafter to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Lessee shall indemnify Lessor against all loss of rent and other payments that Lessor may incur by reason of such termination during the remainder of the Term. If Lessee shall default, after reasonable written notice thereof (which shall be no event less than ten (10) days) and which default has remained uncured, in the observance or performance of any material conditions or covenants on Lessee’s part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, Lessor, without being under any obligation to do so and without thereby waiving such default, may if such default has not been cured after no less than ten (10) days written notice thereof, remedy such default for the account and at the expense of Lessee. If Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney’s fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the maximum legal rate permitted by law or eighteen (18%) percent per annum whichever is less, and costs, shall be paid to Lessor by Lessee as Additional Rent and as liquidated damages hereunder.

(c) Effect of Waivers on Default. No consent or waiver, express or implied by Lessor to or of any breach of any covenants, conditions or duty of Lessee shall be construed as a continuing waiver to or for any other breach of the same or any other covenant, condition or duty, nor shall it be deemed a waiver on any subsequent occasion.

11. ENVIRONMENTAL COMPLIANCE. Lessee shall not cause or permit any hazardous or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively, “Hazardous Materials”) to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises (collectively, “Hazardous Materials Activities”) without first receiving Lessor’s written consent, which may be withheld for any reason and revoked at any time, if in Lessor’s judgment such use shall be harmful or detrimental to any person or property on or about the Premises. If Lessor consents to any such Hazardous Materials Activities, Lessee shall conduct them in strict compliance (at Lessee’s expense) with all applicable Regulations, as hereinafter defined, and use all necessary and appropriate precautions to prevent any spill, discharge, release or exposure to persons or property. Lessor shall not be liable to Lessee for any loss, cost, expense, claim, damage or liability arising out of any Hazardous Materials Activities by Lessee, Lessee’s employees, agents, contractors, tenants, customers or invitees, whether or not consented to by Lessor. Lessee shall indemnify, defend with counsel acceptable to Lessor, and hold Lessor and Lessor Parties harmless from and against any and all loss, costs, expenses, claims, damages and liabilities arising out of any and all Hazardous Materials Activities at the Premises, whether or not consented to by Lessor. For purposes of this Lease, Hazardous Materials
shall include, but not be limited to, (i) substances defined as “hazardous substances”, “toxic substances”, or “hazardous wastes” in, and for such time as they are in force and effect (a) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (b) the federal Hazardous Materials Transportation Act, as amended, (c) the federal Resource Conservation and Recovery Act, as amended (“RCRA”); (ii) those substances defined as “hazardous wastes” in the Massachusetts Hazardous Waste Facility Siting Act, as amended (Massachusetts General Laws Chapter 21D); (iii) those substances defined as “hazardous materials” or “oil” in Massachusetts General Laws Chapter 21E, as amended; (iv) those substances regulated by any other federal, state, county, municipal or local laws relating to the environment or health and human safety (whether now existing or hereinafter enacted or promulgated); and (v) such substances as are defined in any regulations adopted and publications promulgated pursuant to any of said laws (collectively, “Regulations”). If Lessor consents to any Hazardous Materials Activities, prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Lessee shall provide Lessor with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Lessee shall also provide Lessor with a copy of any Hazardous Materials inventory statement required by any applicable Regulations, and any update filed in accordance with any applicable Regulations. If Lessee’s activities violate or create a risk of violation of any Regulations or cause a spill, discharge, release or exposure to any persons or property, Lessee shall cease such activities immediately upon notice from Lessor. Lessee shall immediately notify Lessor both by telephone and in writing of any spill, discharge, release or exposure of Hazardous Materials in or about the Premises or of any condition in or about the Premises constituting an “imminent hazard” under any Regulations. Lessor and Lessor’s representatives and employees may enter the Premises at any time during the Term pursuant to Paragraph 11 of this Lease to inspect Lessee’s compliance herewith, and may disclose any spill, discharge, release, or exposure or any violation of any Regulations to any governmental agency with jurisdiction.

12. **TERMINATION.** This Lease may be terminated by the Lessor upon ninety (90) days written notice to the Lessee of its intention to terminate said lease if, in the opinion of the Board of Selectmen, arrived at in good faith judgment, the Premises demised hereunder are needed for municipal purposes.

13. **MISCELLANEOUS PROVISIONS.**

(a) Notice. Whenever notice or demand shall be required to or may be given to the Lessee or the Lessor pursuant to the terms of this lease, it shall be deemed to have been given adequately when deposited postage prepaid, but only if sent by registered mail or certified mail, return receipt requested, to the address as shall have been last designated in writing by each to the other, the Lessee's present address being designated as

______________________________

and the Lessor's present address being designated as Selectmen's Office, 525 Washington Street, Wellesley, MA 02482.
(b) It is mutually agreed that all the covenants, agreements, conditions, and undertakings in this lease contained shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto, both jointly and severally, and shall inure to the benefit of persons claiming by, through or under them, the same as if they were in every case named and expressed and that the same shall be construed as covenants running with the land, and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to the legal representatives, successors and assigns of such party the same as if in each and every case so expressed, and that the same shall be construed as covenants running with the land, and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to the legal representatives, successors and assigns of such party, the same as if in each and every case so expressed; and that all covenants, agreements and undertakings of either party and all conditions in this lease contained shall apply during the term hereof and for such further time as the Lessee or any person claiming under it shall hold the premises or any part therefore, but not thereafter.

(c) **Liability of Lessor.** In no event shall Lessor be liable to Lessee for any special or indirect damages, or claims for lost profits, suffered by Lessee or any other person or entity by reason of a default by Lessor under any provisions of this Lease.

(d) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Lessor and an authorized agent of Lessee. No provision may be waived except in a writing signed by both parties.

(e) **Entire Agreement.** This Lease and the exhibits hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(f) **Severability.** If any provision of this Lease shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall be construed as narrowly as possible and the balance of this Lease shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this Lease.

(g) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
IN WITNESS WHEREOF, the Town of Wellesley has caused these presents to be executed in duplicate under seal as of the date first written above.

LESSEE: ___________________________

by its __________________________
duly authorized.

LESSOR: TOWN OF WELLESLEY, by
The Board of Selectmen

________________________
Marjorie R. Freiman, Chair

________________________
Thomas H. Ulfelder, Vice Chair

________________________
Jack Morgan

________________________
Elizabeth Sullivan Woods

________________________
Lise M. Olney
THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. Wellesley

Then personally appeared the above named, Marjorie R. Freiman, Thomas H. Ulfelder, Jack Morgan, Elizabeth Sullivan Woods, Lise M. Olney Selectmen as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the said Town of Wellesley,

________________________________

Notary Public

My commission expires _____________

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. Wellesley

Then personally appeared the above-named ______________________

for the __________________________________________________ and acknowledged

the foregoing instrument to be his/her act and deed, before me.

________________________________

Notary Public

My commission expires _____________
12. **Discuss and Vote Appointments to Historical Commission**

The Historical Commission submitted in May several recommendations for appointment to the Historical Commission. At the time, the Board held making any appointments. More recently, Grant Brown has submitted an updated list of names for your consideration. Both letters from Grant are in the packet for your review. The term of Historical Commission appointments is generally 3 years, however several of the appointments are filling remaining terms.

**MOTION**

**MOVE** to appoint the following Historical Commission members: Elizabeth Shlala as a full member from an associate member to a term to expire on June 30, 2020; to appoint Marc Charney as an alternate member for a term to expire on June 30, 2021; and to appoint Kristin Connell as an alternate member for a term to expire on June 30, 2022.
Wellesley Historical Commission
Grant Brown
Chair

August 5, 2019

Ms. Marjorie Freiman
Chair
Wellesley Board of Selectmen

Dear Ms. Freiman,

Please find below the Wellesley Historical Commission’s (WHC’s) recommendations regarding positions for our Full and Alternate Board Member positions. Per the Town’s Article 17, the Commission has seven full board positions and per the Commonwealth’s Part I, Title VII, Chapter 40, Section 8D: Alternate Members not exceeding the Commission members (7) may be appointed.

I wrote on May 31, 2019, requesting the re-appointment of three members: Neal Goins, Michael Greco, and myself. Could you please confirm if the BOS re-appointed these three members, with terms expiring on June 30, 2022. Note: Since then we have learned that Mr. Goins has accepted a role on the Advisory Committee. As such, he was required to resign from the WHC and has done so.

With these recent changes, I am thus proposing four edits to the WHC composition, which the WHC members have voted unanimously to approve:

1. **Elizabeth Shlala** move from Alternate to Full Board Member. Current professor at Boston College, Ms. Shlala is a professional historian and provides a strong perspective of the role of history in modern times, and lives in one of Wellesley’s oldest homes. She is extremely knowledgeable about history in general and very interested in Wellesley’s historic properties and structures. Ms. Shlala has been an Alternate Member since 2017. Ms. Shlala received a BS, MA (History), and PhD (History) from Georgetown University.

2. **Michael Greco** move from Alternate to Full Board Member. Mr. Greco is the former President of the American Bar Association (ABA) and longtime partner at the firms of Hill & Barlow and K&L Gates. Mr. Greco is a visiting professor at Peking University in Shenzen and chair of the ABA’s International Criminal Court Project which provides guidance and advice in the Hague. Mr. Greco has been a Town resident for over 42 years, is passionate about the Town’s historic preservation, and has been an Alternate Member since 2018. Mr. Greco holds a B.A. from Princeton University and a J.D. from Boston College Law School.
3. **Marc Charney** be appointed as a new Alternate Board Member. Mr. Charney has lived in Wellesley since 2002 and owns a real estate development firm focused on the renovation and restoration of residential homes in the Boston area. As a builder, Mr. Charney fills a missing perspective on the Commission that we have been attempting to identify for some time. Mr. Charney’s interest in preserving the Town’s historic assets, coupled with his practical experience will prove helpful in our discussions with applicants and neighbors.

4. **Kristin Connell** be appointed as a new Alternate Board Member. Ms. Connell has a diverse background including financial and portfolio management, freelance design, and is now a Designer at Patrick Ahearn Architect, LLC. Ms. Connell is relatively new to Wellesley and committed to helping to maintain the town’s historic assets after becoming aware of the history that Wellesley has lost over the years. Ms. Connell received her BA from John Carroll University and Masters in Interior Architecture from the New England School of Art and Design at Suffolk University.

The WHC believes that the these committed town residents will be helpful in promoting and administering our mission of: Education, Preservation, and Advocacy of the Town’s historic resources and structures. If appointed, the complete Board would be as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Title</th>
<th>Name</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chairman</td>
<td>Grant Brown</td>
<td>06/30/22</td>
</tr>
<tr>
<td>2</td>
<td>Vice Chairman</td>
<td>Lawrence McNally</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Board Member</td>
<td>Vicki Schauffler</td>
<td>06/30/20</td>
</tr>
<tr>
<td>4</td>
<td>Board Member</td>
<td>Elizabeth Shlala</td>
<td>06/30/20</td>
</tr>
<tr>
<td>5</td>
<td>Board Member</td>
<td>Rise Shlala</td>
<td>06/30/21</td>
</tr>
<tr>
<td>6</td>
<td>Board Member</td>
<td>Michael Greco</td>
<td>06/30/22</td>
</tr>
<tr>
<td>7</td>
<td>Board Member</td>
<td>Jacob Lilley</td>
<td>06/30/20</td>
</tr>
<tr>
<td>1</td>
<td>Alt. Board Member</td>
<td>Robert Carley</td>
<td>06/30/21</td>
</tr>
<tr>
<td>2</td>
<td>Alt. Board Member</td>
<td>Marc Charney</td>
<td>06/30/21</td>
</tr>
<tr>
<td>3</td>
<td>Alt. Board Member</td>
<td>Kristin Connell</td>
<td>06/30/22</td>
</tr>
<tr>
<td>4</td>
<td>Alt. Board Member</td>
<td>Emily Maitin</td>
<td>06/30/20</td>
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<tr>
<td>5</td>
<td>Alt. Board Member</td>
<td>Michael Racette</td>
<td>06/30/20</td>
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<tr>
<td>6</td>
<td>Alt. Board Member</td>
<td>Peter Fergusson</td>
<td>06/30/20</td>
</tr>
<tr>
<td>7</td>
<td>Alt. Board Member</td>
<td>Vin Loccisano</td>
<td>06/30/21</td>
</tr>
</tbody>
</table>

Please let me know if you have any questions concerning this recommendation and request. Thank you.

*cc: Tom Ulfelder (Vice Chair), Jack Morgan, Lise Olney, Beth Sullivan Woods, Meghan Jop*
Wellesley Historical Commission
Grant Brown
Chair

May 31, 2019

Mr. Jack Morgan
Chairman
Wellesley Board of Selectmen

Dear Mr. Morgan,

Please find below the Wellesley Historical Commission’s (WHC’s) recommendations regarding positions for our Full and Alternate Board Member positions. Per the Town’s Article 17, the Commission has seven full board positions and per the Commonwealth’s Part I, Title VII, Chapter 40, Section 8D: Alternate Members not exceeding the Commission members (7) may be appointed.

The WHC has three members whose terms will expire on June 30, 2019. The WHC respectfully requests that the Board of Selectman re-appoint these three individuals for a subsequent three-year term. All three have expressed their commitment to the Commission’s efforts in supporting the historic preservation efforts for the Town.

With the recent resignation of Jan Gleysteen, there is currently one open position and we are actively interviewing candidates that have expressed interest in filling this role. My expectation is that the selected individual would slot into Mr. Gleysteen’s term, which expires June 30, 2021, and preserve our structure of approximately 1/3 of the Commission’s terms expiring each year.

The WHC believes that the below proposed, committed town residents will be helpful in promoting and administering our mission of: Education, Preservation, and Advocacy of the Town’s historic resources and structures.

<table>
<thead>
<tr>
<th>Proposed Member</th>
<th>Role</th>
<th>Status</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Brown</td>
<td>Full</td>
<td>Term Extension</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Neal Goins</td>
<td>Full</td>
<td>Term Extension</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Michael Greco</td>
<td>Alternate</td>
<td>Term Extension</td>
<td>6/30/2022</td>
</tr>
</tbody>
</table>
Please find below a brief summary of the proposed term renewal individuals:

Grant Brown
Mr. Brown is the Executive Vice President of Care Hospice. Care serves approximately 2,000 hospice patients across eight states and Mr. Brown is responsible for the company’s operations, marketing, IT and integration activities. Mr. Brown has been involved with the WHC since 2015 and is its current Chairman. Mr. Brown holds a B.S. from the University of Colorado, an M.S. from Southern Methodist University, and an M.B.A. from the University of Virginia.

Michael Greco
Mr. Greco is the former President of the American Bar Association (ABA) and longtime partner at the firms of Hill & Barlow and K&L Gates. Mr. Greco is a visiting professor at Peking University in Shenzhen and chair of the ABA’s International Criminal Court Project which provides guidance and advice in the Hague. Mr. Greco has been a Town resident for over 42 years and passionate about the Town’s historic preservation. Mr. Greco holds a B.A. from Princeton University and a J.D. from Boston College Law School.

Neal Goins
Mr. Goins recently retired as Vice President, International Government Relations, ExxonMobil. Mr. Goins began his career with ExxonMobil in 1978 and held multiple roles with the company. He graduated with an undergraduate physics degree from Princeton and a PhD in geophysics from MIT. Mr. Goins has lived in Wellesley for 10 years and has a long-standing interest in architectural history, having created and led architectural reviews in multiple countries.

Please let me know if you have any questions concerning this recommendation and request. Thank you.

cc: Marjorie Freiman (Vice Chair), Lise Olney, Beth Sullivan Woods, Tom Ulfelder, Meghan Jop, Victor Panak
Executive Director’s Report

Minutes
Minutes for review: July 16, July 29, and July 30, 2019 and August 13, 2019.

MOVE to approve the minutes of July 16, July 29, and July 30, 2019 and August 13, 2019.

Appoint Crossing Guard
The Town has hired a new crossing guard Parker N. Wheeler.

MOVE to appoint Parker N. Wheeler as a crossing guard through June 30, 2020

Appoint Public Weigher
MaryRuth Reynolds has been promoted to the RDF Business Manager. She is replacing Kathy Roderick who retired this year. As part of her job function, she must be appointed as a public weigher.

MOVE to appoint MaryRuth Reynolds as a public weigher through June 30, 2020

One Day License Application
The Town has received a One Day License application for Carol’s Corner Foundation, Vintage Vogue Runway for Research event at Wellesley College Alumni Hall Auditorium on September 15, 2019. Staff has reviewed and recommends approval.

MOVE to approve the One Day License for Carol’s Corner Foundation at Wellesley College Alumni Hall Auditorium on September 15, 2019.
Approved:

Board of Selectmen Meeting: July 16, 2019
Present: Freiman, Sullivan Woods, Ulfelder, Olney
Also Present: Jop

Warrants approved:    2020-001 $1,209,427.47
                      2019-053 $3,062,179.05
                      2019-052 $1,864,394.60
                      2019-051 $6,141,940.32

Minutes approved:    None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Motions
4. Memo from Chief DeLorie
5. Resume of Matthew Corda
6. Resume of Ian McMakin
7. Town Clerk draft presentation
8. Memo from David Hickey
9. Memo from Ms. Jop
10. Email correspondence from Ms. O’Hagan re: Wellesley Place rent
11. Wellesley Place Rental Proposal
12. Future Act background
13. Future Act Road Map
14. House Bill No. 2849
15. City of Cambridge Resolution
16. Take out CV Application – B/Spoke
17. COA Gift information
18. One Day License Application – Babson College
20. Police Commendation
21. Volunteer Form
22. MBTA Meeting Request
23. Correspondence – Retirement Board

1. **Call to Order**

Ms. Freiman, Chair, called the meeting to order at 6:35pm in the Juliani Room.

Ms. Freiman stated that Mr. Morgan could not attend the meeting.

Ms. Freiman 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. **Vote Fire Department Promotions**

Chief DeLorie and Assistant Chief Peterson joined the Board along with Mr. Corda and Mr. McMakin.
Chief DeLorie introduced Mr. Corda and Mr. McMakin, the candidates for promotion. He reviewed their personal and professional backgrounds and achievements on the Department. The Board asked questions regarding their backgrounds. Both candidates introduced their family members in attendance.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to appoint Lieutenant Matthew Corda to the position of Deputy Chief and to appoint Ian McMakin to the position of Lieutenant with the Wellesley Fire Department effective July 16, 2019.

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

Ms. Freiman invited Mr. Harrington, Town Counsel, to join the Board.

Ms. Freiman requested a motion that the Board vote to convene an Executive Session for the purposes of discussing litigation and potential litigation with respect to the Comprehensive Permit decisions of 16 Stearns Road and 680 Worcester Street and declared that such discussions in Open Session would have a detrimental effect on the potential litigation.

At 6:51 pm, upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board was polled and voted to enter Executive Session under M.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, Tom Harrington, Executive Director, Meghan Jop and Chris Heep to join the Board. Following Executive Session the Board will return to Open Session to resume the public agenda.

Freiman-aye, Sullivan Woods-aye, Ulfelder-aye, Olney-aye

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board was polled and voted to exit Executive Session and return to Open Session.

Freiman-aye, Sullivan Woods-aye, Ulfelder-aye, Olney-aye

The Board returned to Open Session at 7:53 pm

4. Town Clerk Update

Ms. Kato, Town Clerk, joined the Board. She stated March 3, 2020, had been designated as the Presidential primary date. She recommended that the Town push the local election date back by two weeks due to the volume of ballots anticipated with a Presidential primary and a local election.

Ms. Kato stated that she would be reviewing the Town Bylaws and would be working to update formatting errors and fonts and would submit any changes to Boards and Departments. She noted she would only be changing formatting issues and not making any substantive edits. She reviewed the background of the
Complete Census Committee that could be to be formed in conjunction with the State, which would encourage participation in the census. She noted appointments to the Committee would require approval by the Board. Ms. Freiman stated the League of Women Voters had expressed interest in the Committee and noted the lack of Town resources to assist; however, the Board would support the League with their participation without the use of Town resources. The Board briefly discussed the formation of a Committee and public engagement with the census.

5. Discuss DPW Repaving and Crosswalk Modifications to Church Street

Mr. Hickey, Town Engineer, and Mr. Cohen, DPW Director, joined the Board. Mr. Hickey had previously sent a memo to the Board detailing the road and crosswalk work that was scheduled to take place at Church Street. Ms. Jop noted that Church Street was zoned and considered part of Wellesley Square. Mr. Hickey reviewed the work to be performed and the different options and materials available for crosswalk work. The Board discussed the differences in high visibility crosswalks and decorative crosswalks, including wear and tear and maintenance costs. The Board agreed to have further discussions with the Wellesley Square Merchants, Mr. Hickey, and Mr. Cohen regarding the options for crosswalks in the Wellesley Square area.

6. Discuss Potential Appeals of 40B projects: 16 Stearns and 680 Worcester

Ms. Freiman stated that ZBA had issued its decision on 16 Stearns and noted that both the developer and the neighbors had appealed the decision. She stated that ZBA had not issued its decision on 680 Worcester Street. She added that at a prior meeting while in Executive Session, the Board decided to wait for the ZBA decision on 680 Worcester Street before determining its next steps.

Mr. Buhler of 10 Stearns Road came before the Board. He stated that he was present on behalf of the abutting neighbors. He added that the neighbors believed the impact of the proposed projects would be detrimental to the neighbors, including the students at the Sprague School. He asked the Board to join the neighbors in appealing the ZBA decision.

7. Discuss and Vote 2019 Wellesley Place Affordable Rents

Ms. Jop reviewed the Board’s role in setting the yearly rental rate increases. She added that the HUD increase had recommended a 10% rental increase; however, Wellesley Place rental increases were between 4.65% and 5.6% depending on the unit size. She added that there are 9 affordable units in the property and noted that the owners showed flexibility in setting the rates at almost half of the allowable level. She added that staff was supportive of the rate increase proposal.

A tenant from Wellesley Place came before the Board. He reviewed the rental increases of his unit. He added yearly increases in rent had presented a hardship as he is on a fixed income.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the proposed rent increases for Wellesley Place to $1665 for the one bedroom units and $1880 for the two bedroom units.

8. Common Victualler Take Out License – B/Spoke, 50 Central Street

Mr. Partin, proposed manager for the take out license, came before the Board. He reviewed the B/Spoke studio and described the concept to adding a coffee kiosk within the studio for current and perspective patrons. Ms. Jop stated that staff is supportive of the request pending final signoff from the Board of Health. Mr. Partin addressed waste and trash concerns in the area. He added that the company supports
sustainability and is interested in ideas and concepts for increasing recyclables and bring your own cup options.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the Common Victualler Take Out License to Mark Partin of B/Spoke at 50 Central Street.

9. Executive Director’s Report

Ms. Jop reviewed the COA gifts for Board acceptance and the Babson one-day special license request. She noted that the office had received written confirmation from Mr. Stewart that he would like to be reappointed to the Municipal Light Board. The Board discussed the process for appointments and reappointments. The Board reviewed a draft proclamation to be presented to Dick Joyce upon his retirement.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to accept the following gifts to the Council On Aging:

- $1,800 grant from the Wellesley Hills Junior Women’s Club to support the lecture series
- $500 from the Friends of the Wellesley COA and the Village Churchwomen of the Wellesley Congregational Church for senior transportation
- $1,104 from the Friends of the Wellesley COA for the May lunch

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the One Day License for an event on August 23, 2019 in the Quad at Park Manor for the Blended Learning Final Capstone BBQ for Graduate Students.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to appoint Jack Stewart to the Municipal Light Board for a term ending June 30, 2022.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the resolution with accepted comments and authorize Ms. Freiman to finalize the resolution.

10. Discuss and Vote Modification to Gift Policy to increase Executive Director’s Authority to accept Gifts

Ms. Freiman reviewed the draft revisions to the Board’s Gift Policy, increasing the Executive Director’s authority for accepting gifts to the limit of $3,000. The Board discussed the draft updates to the policy.

Upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the modification to the Gift Acceptance Policy to increase the Executive Director’s authority to accept gifts on behalf of the Board of Selectmen from $500 to $3000.

11. Announcements

Ms. Olney stated that she would hold office hours at Town Hall in the third floor conference room on Wednesday, July 17th between 9-11:00 a.m.

Ms. Sullivan Woods noted that July Jubilation in Wellesley Square would be held on July 20. She noted that the Wellesley Square Merchants had concerns about the predicted heat for the date.
Upon a motion by Mr. Ulfelder and seconded by Ms. Sullivan Woods, the Board voted (4-0) to authorize the free parking associated with July Jubilation be changed if the date of the event is postponed.

12. Update on SBC Projects

Mr. Ulfelder provided an update from the SBC meetings. He stated the feasibility study was nearing completion and the consideration of swing space would continue through the fall. He noted that internal swing space would be reviewed in all of the schools. He stated that the former St. Paul school will not be an available option for swing space as they had found a tenant for the space. He reviewed additional information from the latest meeting of the SBC. He noted the changes to the proposed parking area and the revisions from the previous plan and proposals for swing space. The Board discussed the parking plan and possible swing space options for the Hunnewell project. Ms. Freiman noted the next SBC meeting would be July 25th and Mr. Ulfelder would provide another update to the Board at the Board meeting on July 30.

13. New Business and Correspondence

Ms. Sullivan Woods reminded the Board that the Council on Aging would be hosting a Senior BBQ on Friday, July 18th that had been rescheduled from a previous date.

14. Executive Session under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Scott Whittemore, Deputy Police Chief and Jeff Peterson, Assistant Fire Chief) and Executive Session under M.G.L. c. 30A, §21(A), exemption #7 to comply with Open Meeting Law, M.G.L. c. 30A, §§ 18-25

At 10:05 pm, upon a motion by Ms. Sullivan Woods and seconded by Mr. Ulfelder, the Board was polled and voted to enter Executive Session under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Scott Whittemore, Deputy Police Chief and Jeff Peterson, Assistant Fire Chief) and to enter Executive Session under M.G.L. c. 30A, §21(A), exemption #7 to comply with Open Meeting Law, M.G.L. c. 30A, §§ 18-25 to review and approve executive session minutes. Meghan Jop is invited to both executive sessions. The Board will exit executive session for the sole purpose of adjourning the meeting.

Freiman-aye,
Sullivan-Woods-aye,
Ulfelder-aye,
Olney-aye

The Board was polled and voted to exit Executive Session and return to Open Session for the purpose of adjourning the meeting.

Freiman-aye,
Sullivan-Woods-aye,
Ulfelder-aye,
Olney-aye

The meeting was adjourned at 10:46 pm.

The next regular meeting is scheduled for Tuesday, July 30, 2019 at 7:00 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: July 29, 2019
Present: Freiman, Sullivan Woods, Ulfelder, Olney
Also Present: Jop

Warrants approved: None
Minutes approved: None

Meeting Documents:
1. Agenda

1. Call to Order

Ms. Freiman, Chair, called the meeting to order at 1:06 pm in the Juliani Room.

Ms. Freiman 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. Freiman stated that the meeting was convened in response to members of the Racial Justice Initiative at Temple Beth Elohim who expressed interest in working with the Town on housing initiatives.

2. Discussion of Town Housing Initiatives

Ms. Johnson, Planning Board Chair; Ms. Lanza and Ms. Kassirer, members of Temple Beth Elohim, and Mr. Barnicle, Executive Director of Wellesley Housing Authority, joined the Board. Ms. Lanza stated that she and Ms. Kassirer were not representing Temple Beth Elohim but rather the Racial Justice Initiative of the Temple. She noted they had been building a coalition with other residents in Town that share a desire for housing diversity in Wellesley. She introduced Ms. Scheff who had been the Chair of the Housing Commission in Lincoln, MA. Mr. Roberti joined the Board and had been advising Ms. Lanza in her efforts.

Ms. Freiman stated that the objective of the meeting would be focused on the current Town housing initiatives and how the various Boards and residents can work together. Ms. Jop reviewed the background of affordable and subsidized housing in Wellesley. She noted that in 2002, the Town had worked with some friendly 40B developments and began to look at additional options to provide affordable housing. She stated that Wellesley was one of the first towns to create inclusionary zoning; for new housing development the Town requires an automatic 20% of units be affordable. She provided further details and background of the number of affordable and subsidized housing units, as well as current projects in Town. Ms. Johnson provided background and details on the Town’s Housing Production Plan and noted it provided a path forward for the Town. She stated that the 40R proposal at Wellesley Office Park would allow the Town to reach safe harbor and provide more control with respect to 40B proposals in the future. She discussed Planning Board initiatives including making changes to the General Residence District to be presented before Town Meeting. Ms. Freiman stated that an interdepartmental housing working group would be convened in the near future.

Mr. Barnicle reviewed the current projects of the Housing Authority and noted they are reviewing options for redevelopment had been working with a design firm to see what the Housing Authority can do to improve the conditions or possibly redevelop their properties. He noted there 235 units under the Housing Authority.
The Board reviewed their individual housing initiatives that they are involved with. Ms. Sullivan Woods stated she is the liaison with the Barton Road project. She also noted she works with Mr. Morgan on the Tailby and Railroad project. Mr. Ulfelder reviewed his work with the 40R Wellesley Office Park project and the Wellesley Gateway project proposal. Ms. Olney stated she had been assigned to liaison with the Wellesley Housing Authority and noted she had been asked to review the recommendations of the Housing Production Plan and defining how to begin the implementation process. Ms. Jop noted that many of the projects had been in process for many years including the Wellesley Office Park and the Tailby/Railroad project. Mr. Ulfelder stated he wanted to be sure that residents of all of the housing developments would feel a sense of community in Town.

Ms. Lanza discussed the Racial Justice Initiative and noted the group had been focusing on criminal justice reform and housing. She added that much of the group’s work had been focused in Newton. She discussed the economic justice listening tours she had been involved with and noted the housing needs for workforce housing as well as downsizing options in Wellesley. Ms. Kassirer stated she was in favor of the Tailby and Railroad project as it would offer diverse housing options along with transportation options. Ms. Lanza noted her work with the League of Women Voters and stated that the group had a strong interest in working with the Racial Justice Coalition. She added that she had reached out to The World of Wellesley and other groups in the community that have expressed working on these initiatives as well.

Mr. Roberti discussed housing incentives the Governor had been involved with and noted the Governor had been trying to accomplish by reducing the Town Meeting voting threshold for revising zoning bylaws from 2/3 to a majority. He stated he would like to revise the bylaws addressing accessory apartments and discussed additional housing options he would like to investigate, including elder housing.

Ms. Freiman stated that the Housing Production Plan and the Unified Plan both outline that the Town intends to address various housing options and is not only focused on making the mandated 10% affordable units. She noted both plans are moving forward and appreciates the advocacy from other groups and residents, and that the Board looks forward to working to achieve these mutual goals. Ms. Jop described the initial set up of the working group and stated community members would be involved in the second phase after departmental plans are in place. She reviewed the current number of affordable units throughout the developments in Town and provided background regarding past initiatives the Town brought before Town Meeting that did not pass. Ms. Freiman asked that the working group have time to examine and determine the feasibility of projects before other groups are engaged. Ms. Jop briefly described the CHAPA Municipal Engagement Incentive Grant.

Ms. Scheff discussed her experience as a Trustee of the Affordable Trust in Lincoln, MA and the background on the creation of the town’s land trust.

3. Next Steps

Ms. Freiman stated that the working group would convene and keep community members informed. She noted upcoming meetings regarding the Tailby Lot proposal would be publicized.

The meeting was adjourned at 2:28 pm.

The next regular meeting is scheduled for Tuesday, July 30, 2019 at 7:00 pm in the Juliani Room.
Approved:

Board of Selectmen Meeting: July 30, 2019
Present: Freiman, Sullivan Woods, Ulfelder, Olney, Morgan
Also Present: Jop

Warrants approved: 2020-002 $3,852,074.27
2020-003 $3,520,067.00

Minutes approved: None

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Executive Director’s Report
5. Draft BOS Minutes: 6/17/19
6. Draft BOS Minutes: 6/24/19
7. Memo from Recreation Dept. re: Gifts
8. Common Victualler License Application – Babson College
9. Memo from Ms. Olney re: FUTURE Act
10. FUTURE Act proposed legislation
11. Municipal Engagement Initiative – CHAPA Information
12. Town Clerk Spreadsheet – Naming of Select Board
13. DHCD Letter of Conditional Approval – Wellesley Park Smart Growth Overlay District
14. Norfolk County Assessors Information
15. Morses Pond Public Hearing Notice
16. Monthly Parking Meter Collection
17. Planning Board Memo
18. Memo from Ms. Olney re: FUTURE Act
19. Memo from Ms. Olney re: FUTURE Act
20. Municipal Engagement Initiative – CHAPA Information
21. Town Clerk Spreadsheet – Naming of Select Board
22. DHCD Letter of Conditional Approval – Wellesley Park Smart Growth Overlay District
23. Norfolk County Assessors Information
24. Morses Pond Public Hearing Notice
25. Monthly Parking Meter Collection
26. Planning Board Memo

1. Call to Order

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

Ms. Freiman 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. Freiman welcomed Mr. Morgan back after surgery.

2. Executive Session under M.G.L. c. 30A, §21(A), exemption #3 – to discuss potential litigation with respect to 16 Stearns Road and 680 Worcester Street and under M.G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Scott Whittemore, Deputy Police Chief and Jeff Peterson, Assistant Fire Chief)

Ms. Freiman requested 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 declared that having such discussions in Open Session would have a detrimental effect on the Town’s bargaining position and potential litigation.
At 6:35 pm - Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder the Board was polled and voted to enter into Executive Session under G.L. c. 30A, §21(A), exemption #2 – to discuss strategy with respect to contract negotiations with nonunion personnel (Scott Whittemore, Deputy Police Chief and Jeff Peterson, Assistant Fire Chief) and to invite Meghan Jop, Chief Pilecki, Chief DeLorie and Town Counsel Tom Harrington to participate and to enter 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 Tom Harrington and Meghan Jop to participate. Following the adjournment of executive session, the Board will return to open session to discuss the remaining agenda items.

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

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder the Board was polled and voted to exit Executive Session and return to Open Session.

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

The Board returned to Open Session at 8:07 pm

3. Public Comment

None

4. Announcements

Ms. Sullivan Woods stated that July Jubilation was held the previous weekend and had been successful, despite the extreme heat. She thanked the Fire Department for working to cool off those who attended. She added that the Recreation Department would hold a public hearing on August 7th in the Great Hall at 7pm regarding their Morses Pond feasibility study. She stated the Tolles Parsons Center would be undergoing necessary repairs and the COA staff would be temporarily relocated between August 8-16 to the DPW training room. She thanked those who helped to assist during the time and coordinating for the temporary relocation. She noted that the Recreation Department had installed a pickle ball court at the Schofield School and had been in active use. She recognized the passing of the long term Veteran’s Service Officer, Dick Dillon. She thanked those who assisted in the ceremony.

5. Executive Director’s Report

Ms. Jop reviewed announced the Town had received approval from DHCD for the Wellesley Office Park 40R and that the next step was for the Wellesley Office Park to submit an application with the ZBA for the housing portion of the project. She thanked the Fire Department for their assistance in a recent fire in Natick. She noted that 900 Worcester Street had received a temporary certificate of occupancy for skating use. She updated the Board regarding the traffic consultant RFP process. She noted that Haskins Automotive had
participated in an event that provided a vehicle to a family in need. She reviewed a gift from Wellesley Kiwanis for approval.

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to accept the gift from Wellesley Kiwanis in the amount of $3,500 for the 2019 Summertime Concert Series.

6. Discuss and Vote on Common Victualler Application – Babson College

Mr. Kilham of Chartwells came before the Board. Ms. Jop briefly reviewed the application for approval. Mr. Kilham described the Starbucks and noted that it would be operated by employees of Babson Dining. Ms. Olney asked for clarification regarding the plan for reducing trash and single use cups. Mr. Kilham reviewed the recycling and composting plans that Babson participates in to reduce waste.

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to approve the Common Victualler License to Babson College at 231 Forest Street, Centennial Café at Babson Commons Horn Library for the establishment of a Starbucks and to name Geoffrey Searl as manager.

7. Discuss FUTURE Act Resolution

Ms. Olney provided an overview of the proposed F.U.T.U.R.E. Act, H.2849/S.1940, sponsored by Sen. Creem, and Rep. Ehrlich and Rep. Minicucci. Ms. Olney asked the Board to consider passing a resolution of support for the bill after receiving input from the Sustainable Energy Committee in the fall. Ms. Olney noted that the Board had supported gas leak legislation in the past. She reviewed efforts over the past several years to bring attention to the leaks in Wellesley. She added that little progress has been made with National Grid reporting 197 leaks in Wellesley in 2015 and 261 leaks in 2018. She stated that the F.U.T.U.R.E. Act builds on previous gas leak legislation and seeks to improve gas safety and accelerate the repair of gas leaks, while making it possible for utility companies to begin to transition to renewable thermal energy. The Board discussed the legislation and suggested having further discussions with the Sustainable Energy Committee and with DPW regarding the bill and the gas leaks in Town.

Mr. Morgan left the meeting at 8:45pm

8. Discuss CHAPA Municipal Engagement Incentive Grant

Ms. Jop stated she and Ms. Olney had a conversation with the CHAPA Municipal Engagement Incentive Grant Director. She noted that CHAPA had created a program of assisting communities with the messaging and strategies around affordable housing that she believed would be helpful for the Town to work with. She asked for the Board’s support in applying for the grant and stated the due date to apply would be August 9th. She reviewed some of the potential benefits of working with CHAPA should the Town receive the grant. The Board discussed the grant, its benefits, and how it would align with goals set out in the Unified Plan and the Housing Production Plan. The Board supported staff applying for the grant.

9. Project Updates

School Building Committee

Mr. Ulfelder stated that the SBC had met the previous week and reviewed and approved the parking plan and noted that the plan would move through permitting and could potentially be revised during that process. He added that the SBC had approved the Hunnewell feasibility study. He stated that SBC was continuing to discuss swing space options. He noted the St. Paul school would not be available and internal swing
space would be considered. He noted that inflation projections had been issued and showed that the rate of inflation for construction had been higher than anticipated. He added that internal swing space may cost $3.5 million for early Hunnewell, whereas the late Hunnewell construction could cost an additional $13-14 million. He added that the next meeting for SBC would take place on August 1st and noted that there would be a discussion regarding options for internal swing space and possible cost impacts for early versus late Hunnewell. The Board discussed the Hunnewell project, the options for late and early Hunnewell, and the next steps for the Board with respect to the project.

Wellesley West Gateway

Mr. Ulfelder stated he and Ms. Jop spoke with Spear Street Developers to discuss the viability of the project. He noted that many factors and ongoing projects in Town make the original proposal undesirable. He stated that there were not additional options for housing on the site but the Town remained open to reviewing a new proposal for additional commercial space on the site. Ms. Jop stated that the Planning Board was planning to study the Cedar Street and Route 9 area for possible extension of the residential area to the Wellesley Office Park. She added there may be options for the Wellesley West Gateway site in the future. She reviewed some concerns of neighbors in the area concerning the original proposal and particularly in consideration of other projects in Town.

10. Discuss Adoption of “Select Board”

Ms. Freiman reviewed information from the Town Clerk that had gathered information from other towns that had and had not adopted the name “Select Board”. She reviewed the previous discussion and options. Ms. Jop noted that the list was compiled but was not a complete list of all towns in MA and staff would work to provide a full list of all towns in the state. The Board continued to discuss the terms “Select Board” and “Board of Selectmen” as well as options for proceeding. Ms. Freiman asked for a vote regarding this discussion to be added on the next agenda.

11. New Business and Correspondence

Mr. Ulfelder noted his objection to the letter included in materials from Norfolk County regarding a county tax. Ms. Jop reviewed how the tax funding is applied throughout the county.

Ms. Sullivan Woods asked for the Board’s meeting calendar to be adjusted.

The meeting was adjourned at 9:45 pm.

The next regular meeting is scheduled for Tuesday, August 13, 2019, at 7:00 pm in the Juliani Room.
Approved:

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

Warrants approved: 2020-004 $4,088,257.45
2020-005 $3,604,725.26

Minutes approved: June 3, 2019
June 17, 2019
June 24, 2019

Meeting Documents:
1. Agenda
2. BOS Calendar
3. Executive Director’s Report
4. Draft Presentation – Finance Department
5. Draft Deputy Chief of Police Contract
6. Legal Notice – 4 Way Stop at Bristol/Wynnewood
7. Photo – Wynnewood Road Stop proposal
8. Correspondence – VHB re: Wynnewood Road 4 way stop
9. Abutter Notice re: Brook Street 4 Hour Parking
10. Photo of 4 Hour Parking proposal
11. Memo re: Traffic & Parking funds
12. Letter from Mr. Connor re: Brook Street Parking
15. Draft BOS Minutes: 6/24/19
16. Babson College – One Day License Requests
17. Natick Organic Farm Charity Wine License Request
18. SPED Stabilization Fund Payment Request
19. Draft SMMA Contract
20. June Animal Control Report
21. Email re: Selectmen v. Select Board
22. Report re: Selectmen v. Select Board
23. MassBay CC Press Release
24. MassBay CC Press Release
25. COA Donation Report
26. Email from Chief Pilecki
27. Email from Ms. Cooley, Wellesley College
28. News coverage re: Old Town Road

1. Call to Order

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

Ms. Freiman 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**

Mr. Hutchinson, 43 Atwood Street, came before the Board. He stated he was concerned with the expansion of the Whole Foods Parking Lot. He added that the proposal calls for moving the entrance to just opposite of Atwood Street and noted he had attended the Wetlands meeting to discuss his concerns. He stated that traffic continues to become a problem in the area and would continue to increase. He provided details and examples of the parking issues in the area of Atwood Street and State Street.

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

Ms. Freiman requested a motion that the Board vote to convene in Executive Session for the purpose of discussing litigation/potential litigation with respect to the Comprehensive Permit decisions of 16 Stearns Road and 680 Worcester Street and declared that having such discussions in Open Session would have a detrimental effect on the Town’s bargaining position and potential litigation.

At 6:44 pm - Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder the Board was polled and voted to enter into Executive Session under M.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 had 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.

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

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder the Board was polled and voted to exit Executive Session and return to Open Session.

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

The Board returned to Open Session at 7:10 pm

4. **Announcements**

Ms. Sullivan Woods updated the Board on the Recreation Department’s public hearing regarding Morses Pond. She added that the Recreation Department would hold additional meetings in the future. She stated that Ms. Thieme, Council on Aging Director had given her notice and would update the Board regarding the search process for her replacement. Ms. Freiman stated that the Board would not meet prior to Ms. Thieme’s last day and thanked her for her service to the Town.

5. **Fiscal Year End Update**

Ms. Strother, Town Finance Director, joined the Board. She provided the Board with an update on Town finances at the end of FY19. She stated that local revenues were greater than budgeted, and health insurance savings as well as turn-backs contributed to the positive reserve results. She estimated the total
reserves increased to 13.5% of revenues. Ms. Strother provided additional details regarding the revenue from local receipts from building permits, noting that there was one very large project at Wellesley College driving the 2019 revenue. She stated that some savings from the health insurance were used to reduce borrowing costs for known capital projects, including Middle School Systems and the Town Hall exterior project. She provided an overview of reserves and stated she would be back on September 9th to help with the Board’s discussion of the guidelines and budget process for the upcoming fiscal year.

6. **Police Chief Performance Review**

Chief Pilecki joined the Board.

Mr. Morgan discussed the review and how it had been prepared and briefly outlined the aggregation of the assessment forms. He noted that the assessments were consistent for the Board members and that all members were extremely pleased overall with the performance of the Chief over the past year. He briefly reviewed the goals and how those had been achieved, and reviewed some of the aggregated comments. Chief Pilecki thanked the Board for their support and guidance. He added that he believes the department’s success is due to the whole staff. The Board discussed and commented on the performance review and on the performance of the Chief as well as his department and staff. Ms. Freiman discussed the potential pay increase associated with the review and how it may be determined. The Board discussed the options for the performance based increase for Chief Pilecki.

**Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to approve a pay increase of 2.75% in the amount of $182,177.00 from July 1, 2019 to June 30, 2020.**

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

Deputy Chief Whittemore joined the Board.

Ms. Jop briefly reviewed the background of the contract negotiations of the Deputy Chief. She stated that the proposed salary had been based on a thorough analysis of Deputy Chief positions in comparable communities. She noted that Deputy Chief Whittemore’s salary was well below the market condition. She added that the current recommendation was to adjust his salary to the mid-range of the current market salary range for the Deputy Chief position. The Board discussed the salary adjustment recommendation.

**Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to approve the annual contract with Deputy Chief Whittemore for FY20 with an annual salary of $163,000.**

8. **Quarterly Traffic Update**

Lieutenant Showstead joined the Board.

Ms. Freiman opened the public hearing for the proposed 4-way STOP signs at Bristol Road and Wynnewood Road.

Lt. Showstead provided an overview of the intersection for the requested STOP signs and noted the location of Upham School with relation to the intersection. He described the unique configuration of the intersection and the traffic pattern. He added that VHB, the on call traffic engineering firm, recommended a 4-way stop at the intersection and noted the poor sight lines. He stated that he had received only positive comments from residents in the area regarding the proposal.
Ms. Grace of 158 Bristol Road came before the Board. She stated that she would appreciate the STOP signs added to the intersection.

The Board discussed the proposal for the signs to be added.

**Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to amend the Town’s Traffic Regulations by:**

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

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<td>Oakridge Road</td>
<td>Eastbound Traffic</td>
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<tr>
<td>Bristol Road</td>
<td>Wynnewood Road</td>
<td>Westbound Traffic</td>
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Ms. Freiman closed the public hearing for the four-way STOP at Bristol Road and Wynnewood Road.

Ms. Freiman opened the public hearing regarding the addition of four-hour parking to Brook Street.

Lt. Showstead reviewed the section of Brook Street that the four-hour parking limit would be applied to the Northeasterly side of Brook Street. He noted the crossing for the Brook Path and other concerns including commuters parking their cars on the street for the day. He added that there were three citizens in attendance at a public meeting held to discuss the parking limit request and that he had received positive responses after the abutters notice was mailed out.

The Board discussed the proposed parking limitation.

Ms. Connor of 12 Brook Street came before the Board. She reviewed a letter previously submitted to the Board by her husband. She stated that safety was a primary concern and had witnessed unsafe driving behaviors in the area. She stated that her son-in-law parks his car in front of her home to take the commuter rail. She added that she would support “no parking” allowed on Brook Street but did not think a 4-hour limit would be well enforced.

Mr. Cronin of 14 Brook Street came before the Board. He stated that he supports the 4-hour parking limitations and believed that the restriction would increase safety.

**Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to amend the Town’s Traffic Regulations by:**

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

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<th>From</th>
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<tbody>
<tr>
<td>Brook Street</td>
<td>Northeasterly</td>
<td>A point 100’ southeast of Wellesley Avenue</td>
<td>Hampden Street</td>
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</tbody>
</table>

Ms. Freiman closed the Public Hearing on the four-hour parking at Brook Street.

Lt. Showstead reviewed the request to realign funds from the traffic and parking capital budget. He stated that funds from FY18 had been held for the work at the Brook/Benvenue intersection are not sufficient for the current estimated cost. He noted that there were additional funds from the LED light improvement project and the Cameron Street paving project that could assist in funding the Brook/Benvenue project. The Board discussed the proposed funding request and the traffic and parking capital projects.
Ms. Jop reviewed the RFP process for the on-call traffic consultant. She stated there had been five respondents that were interviewed by a committee. She noted the homework assignment assisted in the final ranking of respondents and the assignment varied for each. She stated that BETA and Environmental Partners scored the highest in the review and the committee felt having two consultants on-call was best for ongoing projects. The Board discussed the firms and process for ranking the respondents.

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) 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.

Upon a motion by Mr. Morgan and seconded by Mr. Ulfelder, the Board voted (5-0) to approve the Traffic Committee’s recommendation to select Beta Inc. and Environmental Partners as the Town’s on-call Traffic Consultants and to enter into contracts with said vendors for a period not to exceed 3 years.

Mr. Morgan left the meeting at 9:18pm

9. Executive Director’s Report

Ms. Jop reviewed the items for Board approval. She noted that the Executive Director’s Office had accepted gifts on the Board’s behalf for the COA from various sources. She stated that a large donation had been left to the COA and staff was working with Town Counsel and the Treasurer’s Office on the best way to accept the funds and use it towards its intended use.

The Board reviewed and discussed the SPED Stabilization Fund request.

Ms. Jop stated that the Swellesley Report along with Stephanie Hawkinson, Town Communication Director, assisted in a large amount of media coverage regarding the “Old Town Road” sign thefts. Ms. Freiman noted that fans of the song can order and purchase a sign rather than stealing the Town signs.

Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the minutes of June 3, June 17, and June 24, 2019.

Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) 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.

Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the Natick Organic Farm Charity Wine License for an event at the Wellesley College Club on September 27, 2019.

Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) 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. Discuss and Vote to Appoint 323 Washington Street Single Building Historic District Member

Ms. Jop stated that an architect was recommended to being a part of the study committee and Mr. Lilley had been approached and expressed interest in being appointed to the committee.
Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) to appoint Jacob Lilley to the 323 Washington Street Single Building Historic District Committee Study Committee.

11. **Discuss and Vote SMMA Contract for Hardy/Upham MSBA Project**

Ms. Jop reviewed the MSBA requirements of the Board voting on the contract. She stated that the SBC had already approved the contract and that it had been negotiated by FMD. Mr. Ulfelder stated the contract is required by the MSBA and did not allow for many changes due to requirements from the state. The Board discussed the contract.

Upon a motion by Ms. Olney and seconded by Mr. Ulfelder, the Board voted (4-0) to approve the contract for SMMA to perform design services for the Hardy/Upham MSBA project.

12. **Project Updates**

Mr. Ulfelder provided a brief update on the Hunnewell School project. He stated that the Hunnewell feasibility study had been unanimously supported by the School Committee and sent to PBC and Advisory in accordance with their 120-day notice prior to Town Meeting. He added that PBC had requested additional information be presented at its next meeting. He stated that the next SBC meeting would be held on August 29th and reviewed the initial schedule for the project in order to hold a Special Town Meeting in December. He stated that the Hardy/Upham project would begin to move forward. The Board discussed the Dover Amendment and the purpose of using it in the Hunnewell project. Ms. Jop reviewed the provisions of the Dover Amendment and the history of the use of it for other Town projects such as PAWS. She noted that it was particularly being implemented due to the open space requirements and additional parking for the site.

13. **New Business and Correspondence**

Mr. Ulfelder discussed his meeting regarding the Wellesley Office Park. He stated that the Town had pushed back on the original architect’s plan particularly regarding sustainability aspects of the project. He noted that MLP participation at the meeting had been crucial in the discussions with the developer. He stated that the developer had been a good partner with the Town and had asked for further discussions, and that they will work with the architect to meet the Town’s needs.

The meeting was adjourned at 10:15 pm.

The next regular meeting is scheduled for Tuesday, September 3, 2019, at 6:30 pm in the Juliani Room.
MEMORANDUM

TO: HONORABLE BOARD OF SELECTMEN
FROM: JACK PILECKI
       CHIEF OF POLICE
SUBJECT: APPOINTMENT OF CROSSING GUARD
DATE: August 20, 2019

Ladies and Gentlemen:

The purpose of this memo is to recommend Parker N. Wheeler for appointment as a school crossing guard.

RESPECTFULLY SUBMITTED:

Chief of Police
JACK PILECKI
CHIEF OF POLICE
TOWN OF WELLESLEY
Application for Special License(s)

Date of Application: 8/26/19  Date of Event: 9/15/19

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:  Carol's Corner Foundation
Address:  16 Denton Street Wellesley MA 02482

Name of Event Manager:  Terri Tsaganis  Address:  15 Morgan Drive #330
Assistant Event Manager:  Nanci Gell  Address:  314 Winter St Needham 01294

Sarah Willis - Wellesley College Events Manager 02492

EVENT INFORMATION

Event Description:  Vintage Vogue Runway for Research –
Fashion Show to Benefit Dana-Farber

Location:  Wellesley College - Dana Chapman-Waldy Auditorium
Occupancy:  800  Estimated Attendance:  450  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.

See attached
Name of catering service responsible for service of alcoholic beverages:

Tasting Caterers 5 Crestwood Dve Framingham, MA

Name of Catering Service Address

If catering service is not being used, list the names and addresses of persons who will be serving alcoholic beverages. Use additional sheets if necessary.

Name Address
Name Address
Name Address
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. (e.g. Tips training program)

In Training from Tasting

Describe security precautions or police details if any:

Wellesley police

Camil's Corner Foundation

Printed Name of Applicant

Applicant's Signature

8/26/19

Date

RETURN COMPLETED APPLICATION, FLOOR PLAN, CERTIFICATE OF INSURANCE AND CHECK FOR THE APPLICATION FEE TO:

BOARD OF SELECTMEN
525 Washington Street
Wellesley, MA 02482
781-431-1019 ext 2204
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 have ADDITIONAL INSURED provisions or 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
Hoffman Insurance Services Inc
16 Laurel Ave
Wellesley, MA 02481

INSURED
Carol's Corner Foundation
6 Denton Road
Wellesley, MA 02482

CONTACT NAME: Gregory Hoffman
PHONE: (781) 235-0087
FAX: (781) 235-6665
EMAIL: ghoffman@hoffmaninsurance.com
INSURER(S) AFFORDING COVERAGE
NAIC 
INSURER A: Philadelphia Insurance Company
18058

COVERAGES

CERTIFICATE NUMBER: EV55558

REVISION 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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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wellesley College listed as additional insured

CERTIFICATE HOLDER
Wellesley College
106 Central St
Wellesley, MA 02482

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1998-2015 ACORD CORPORATION. All rights reserved.
Wellesley College agrees to rent Alumnae Hall Auditorium for the Jimmy Fund-Vintage Vogue Runway for Research:

DATES
Saturday, September 14, 2019
(Rehearsal)
Sunday, September 15, 2019
(Show)

TIME
9:00am-6:00pm (Rehearsal)
5:00pm-9:00pm (Show)

LOCATION
Alumnae Hall Auditorium,
Wellesley College

FEE
$2,200.00

PARKING
Davis Parking Garage

This fee is based on maximum of 850 people. It includes custodial and police coverage. All arrangements for Sound, lighting and other items are to be made by the sponsor directly with external vendors.
Payment is due within 15 days of the program. Checks should be made payable to Wellesley College and sent to the above address, attention: Lynne Payson.

Insurance: Wellesley College requires a Certificate of Insurance for all programs taking place on the Wellesley College campus. This Certificate of Insurance must have general liability limits of at least $1,000,000 each occurrence and $2,000,000 annual aggregate. The College is to be named as an additional insured on the Certificate of Insurance. **A certificate of insurance must be provided by September, 2019, or the contract is void.**

To indicate acceptance, please sign and return a copy of this agreement by **August 1, 2019.**
ANNUAL PERMIT TO OPERATE A FOOD SERVICE ESTABLISHMENT

Wednesday, November 28, 2018

$150.00

In accordance with regulations promulgated under authority of Chapter 94, Section 350 A and Chapter III, Section 5 of the Massachusetts General Laws a Permit is hereby granted to:

TASTINGS CATERERS

Whose Place of Business is: 227B ARLINGTON ST

<table>
<thead>
<tr>
<th>Permit For: FOOD ESTABLISHMENT</th>
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<tbody>
<tr>
<td>Restrictions If Any: TASTINGS CATERERS</td>
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To Operate a Food Service Establishment in the CITY OF FRAMINGHAM

This permit expires Tuesday, December 31, 2019

BOH150457

Samuel Wong PhD
Director of Public Health
14. **Project Updates**

**School Building Committee**
Tom Ulfelder will give a status update on the Hunnewell Feasibility Study and the Hardy/Upham MSBA project.
15. **New Business and Correspondence**

- Quarterly Cash Analysis
- Monthly Parking Meter Collection Data
- Police Commendation
- COA Gift Report
- Hunnewell Fire Report (1)
- Hunnewell Fire Report (2)
- FMD Year End Status Report
- July Animal Control Report
- Volunteer Form
- GFOA Correspondence
- CPA Revenue Webinar Worksheet
- CPA Revenue Handout
- CPA Update Form
- NRC Memo re: Natural Gas
- Environmental Partners Proposal
- Green International Affiliates Proposal
- BETA Proposal
- VHB Proposal
- Correspondence – MJ’s Market
- Correspondence re: Columbus Day/Indigenous People’s Day
- MassBay Community College Press Release
<table>
<thead>
<tr>
<th>INSTITUTION</th>
<th>OPERATING ACCOUNTS</th>
<th>BANK MONEY MARKET ACCOUNTS</th>
<th>STATE AUTHORIZED INVESTMENT ACCOUNTS</th>
<th>COMPANY MONEY MARKET ACCOUNTS</th>
<th>FDIC INSURED</th>
<th>GOVERNMENT AGENCIES TRADITIONAL TRUST FUNDS</th>
<th>RESERVE FUNDS</th>
<th>OPEB</th>
<th>FY19 TOTALS</th>
<th>6/30/18 TOTALS</th>
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** SANTANDER ACCOUNT CLOSED 11/15/17, FIRST COMMONS CLOSED 6/12/18, CITIZENS BANK ACCTS CLOSED JULY 2018
## MONTHLY PARKING METER, CALE, PASSPORT COLLECTIONS

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<th></th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
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**1st quarter avg**
- $59,551.28
- $54,280.84
- $56,915.25
- $61,286.23
- $23,270.81

**2nd quarter avg**
- $54,130.20
- $50,405.12
- $53,784.87
- $60,308.86
- $0.00

**3rd quarter avg**
- $49,462.18
- $47,072.21
- $55,334.14
- $56,869.74
- $0.00

**4th quarter avg**
- $59,994.46
- $54,928.39
- $61,581.15
- $66,556.00
- $0.00

Passport Parking System implemented February 2017 (included in totals above)

Cale revenue ceased at the end of June 2019 with loading machine failure
MEMORANDUM

TO: OFFICER LAMARS HUGHES
    OFFICER KATHY POIRIER
    OFFICER MATT WALL

FROM: JACK PILEcki
    CHIEF OF POLICE

SUBJECT: COMMENDATION FROM KATE BURNHAM, LCSW,
    WELLESLEY COUNCIL ON AGING

DATE: AUGUST 13, 2019

I was pleased to see a copy of a letter which was sent to me by Ms. Kate Burnham from
the Wellesley Council on Aging. She was writing on behalf of Mr. Arthur Gulovsen
who resides at 39 Fairbanks Avenue. His wife Joan, (who has memory loss) had taken a
little walk late at night and became lost. Mr. Gulovsen was very impressed with the
professionalism, compassion and kind words that you demonstrated when you
responded to the call. Both Ms. Burnham and Mr. Gulovsen would like to commend
you on the great work you do for the Town of Wellesley.

The comments of Ms. Burnham are indicative of the level of professional services
provided by the Wellesley Police Department and it is a reflection of your personal
commitment.

A copy of this correspondence will be maintained in your department personnel file.

AUTHORIZED:

JACK PILEcki
CHIEF OF POLICE

cc: Board of Selectmen
    Bulletin Board
    Personnel File
From: Burnham, Kate
Sent: Friday, August 09, 2019 4:24 PM
To: Pilecki, Jack <jpilecki@wellesleyma.gov>
Cc: AGULOSEN@GMAIL.COM
Subject: Thank you WPD

Dear Chief Pilecki,

I am writing to you on behalf of Mr. Arthur Gulovsen, 39 Fairbanks Ave., who recently met with me at the Council on Aging after his wife Joan (who has memory loss) “took a little walk” late at night and became lost. Mr. Gulovsen told me he was extremely impressed with the professionalism, compassion and kind words from the Wellesley Police Officers who responded; he specifically mentioned Kathy Poirier, Lamars Hughes and Matt Wall. Mr. Gulovsen said there are no words to express how truly grateful he was for the kindness of the Wellesley Police and that he would like to commend them on the great work they do for our Town. Of course I couldn’t agree more, thank you WPD!

Sincerely,
Kate

WELLESLEY COUNCIL ON AGING
Kate Burnham, LCSW
Health & Social Services Administrator
500 Washington Street
Wellesley, MA 02482
781-235-3961
wellesleycoa.org
## Donations Proposed for Acceptance by COA Board at 8/15/19 Meeting

**Donations Received Between 7/17/19-8/8/19**

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<thead>
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<th>#</th>
<th>Donor</th>
<th>Amount</th>
<th>Account</th>
<th>Comments</th>
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<tbody>
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<td>Bus Donation</td>
</tr>
<tr>
<td>2.</td>
<td>Edna Canning</td>
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<td>Bus Donation</td>
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<tr>
<td>3.</td>
<td>Estelle Slavin</td>
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<td>4.</td>
<td>Jerold Ziegelman</td>
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<td>Bus Donation</td>
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<td>5.</td>
<td>Nataliya Danilenko</td>
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<td>6.</td>
<td>Janice Rossnick</td>
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<td>7.</td>
<td>Janet Shane</td>
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<td>Bus Donation</td>
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<td>8.</td>
<td>TPC Coffee Donors</td>
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<td>Voluntary donations collected from the TPC Mary Bowers Café 7/17/19-8/8/19</td>
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<td>9.</td>
<td>First Light Home Care</td>
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<td>53COAR</td>
<td>General Donation</td>
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</table>
Meghan,
please put this email chain in the back of FNM for 9/3
Thank you,
Marjorie

Marjorie R. Freiman, Chair
Wellesley Board of Selectmen

Marjorie, 
I spoke to Dr Lussier yesterday and he sent me a copy of a fire report dated in June. David asked why there were two reports one dated June another August.

I forwarded the fire report with the June printing date/time footer to the State Fire Marshal. I asked him to explain how a report with a June date could exist and the Fire Chief wouldn't have it at that time?

The email chain below includes the Fire Marshal’s response. The Fire Marshal has looked into the matter and it was a mistake on their end. The main point for any interested party is the cause of this fire remains the same, not one fact has changed from the initial fire cause determination.

It’s unfortunate that the State Fire Marshal’s Office didn’t forward the report according to their standard practices. It’s frustrating the fire report wasn’t received sooner, but there was never any expectation by myself or Deputy Chief there would be any significant change in cause determination. We routinely have the State Fire Marshal’s Troopers investigate / follow up on all structure fires.

I am truly disappointed WFD didn’t receive the report in June. Whomever received this report in June, knew no new facts were determined. They didn’t share it until now, it’s only served to create confusion
based upon date/time stamp, no value at all. The differing dates are explained by the State Fire Marshal’s email below.

If I can be of any further assistance regarding this matter please let me know. I will forward the same email to Dr Lussier and he can forward it to his Chair.

Regards,
Rick

Chief Rick DeLorie
Wellesley Fire Rescue

From: Ostroskey, Peter (DFS) <peter.ostroskey@state.ma.us>
Sent: Wednesday, August 21, 2019 9:43 PM
To: DeLorie, Rick
Subject: Re: Hunnewell fire report.pdf

Chief Delorie,

I have reviewed the document you forwarded and understand where some of the confusion may come from relative to the reports provided by the Department of Fire Services (DFS). I hope I can clarify by providing some of the chronology and some of the information printed on the reports.

The fire incident of May 15, 2019 at the Hunnewell School at 28 Cameron Street in Wellesley resulted in the response of Trooper Daniel Riopel to assist with the origin and cause investigation. At the conclusion of the investigation, Trooper Riopel completed his report and submitted it to his supervisor. Sgt. Michael Riley reviewed and approved the report.

On June 12, 2019 DFS received a public records request for a copy of the report that resulted in our release of the report on June 17, 2019 via email. I believe the report you emailed me is from that response. Please note, the date/time printed in the footer of the report is the print date for the document used for the reply.

Typically DFS forwards a copy of the final report to the fire department on or about the first day of the month following report completion. My review revealed that we did not follow that procedure and the report was sent to you only upon your request for same on August 8, 2019. The report was emailed to you on the following day and that is the date/time noted on the footer of the report you received.

I have reviewed the fire investigation information and found there was no change or amendment to the content of the two documents.

I apologize for the failure of this department to provide you with a copy of the report per our protocol and assure you that I have taken appropriate action to address this lapse.

I hope this information resolves any questions relative to the report in question. Please feel free to contact me if I can provide any additional information on this matter.

Sincerely,
From: DeLorie, Rick <rdelorie@wellesleyma.gov>
Sent: Tuesday, August 20, 2019 5:58:45 PM
To: Ostroskey, Peter (DFS) <peter.ostroskey@mass.gov>
Subject: Fwd: Hunnewell fire report.pdf

Get Outlook for iOS

From: David Lussier <lussierd@wellesleyps.org>
Sent: Tuesday, August 20, 2019 4:11:05 PM
To: DeLorie, Rick <rdelorie@wellesleyma.gov>
Subject: Fwd: Hunnewell fire report.pdf

David F. Lussier, Ed.D.
Superintendent
Wellesley Public Schools
40 Kingsbury Street
Wellesley, MA 02481
781-446-6210 x5605

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-------- Forwarded message --------
From: Jim Roberti <robertij@wellesleyps.org>
Date: Tue, Aug 20, 2019 at 11:10 AM
Subject: Hunnewell fire report.pdf
To: <lussierd@wellesleyps.org>, Melissa Martin <martinm@wellesleyps.org>

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Sent from my iPhone

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### Primary Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Massachusetts State Police</td>
</tr>
<tr>
<td>Bureau</td>
<td>Division of Investigative Services</td>
</tr>
<tr>
<td>Division</td>
<td>Investigative Services 1</td>
</tr>
<tr>
<td>Unit</td>
<td>Fire &amp; Explosion Investigation</td>
</tr>
<tr>
<td>Squad</td>
<td>Fire Investigation Central Team</td>
</tr>
<tr>
<td>Lead LEO</td>
<td>Riopel, Daniel (MSP 3172 / Fire Investigation Central Team / MSP)</td>
</tr>
<tr>
<td>Type Of Case</td>
<td>Fire Investigation</td>
</tr>
<tr>
<td>Case Sub Type</td>
<td>Accidental</td>
</tr>
<tr>
<td>Case Description</td>
<td>FIRE INVESTIGATION: #28 CAMERON STREET, WELLESLEY</td>
</tr>
</tbody>
</table>

### Case Status

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Status</td>
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</tr>
<tr>
<td>Case Status Date</td>
<td>05/29/2019</td>
</tr>
<tr>
<td>Disposition Code</td>
<td>CLOSED/COMPLETED</td>
</tr>
<tr>
<td>Disposition Date</td>
<td>05/29/2019</td>
</tr>
<tr>
<td>Dissemination</td>
<td>Chain of Command</td>
</tr>
</tbody>
</table>
**Primary Information**

| Description: | FIRE INVESTIGATION REPORT: #28 CAMERON STREET, WELLESLEY (HUNNEWELL ELEMENTARY SCHOOL) |
| Dissemination Code: | report respect the security of its associated case |
| Reporting LEO: | Riopel, Daniel (MSP 3172 / Fire Investigation Central Team / MSP) |
| Report Status: | Approved |
| Report Status Date: | 06/10/2019 |
| Approved By: | Riley, Mike (MSP2919 / Fire Investigation Southeast Team / MSP) |
| Discovered/Reported: | Passerby |
| Requester: | Wellesley Fire Department, Headquarters |
| Cause Of Fire: | Accidental |
| COF Subcategory: | Electrical |
| K9: | NO |

**Property Information**

| Property Description: | #28 CAMERON STREET, WELLESLEY |
| Property Use: | Educational |
| Mobile: | NO |
| Single/Multi Story: | Multi-Story |
| Smoke Detectors: | YES |
| Occupied: | YES |
| Abandoned: | NO |

**Fire Origin Information**

<table>
<thead>
<tr>
<th>Area/Origin</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>CLASSROOM #139, (C/D CORNER OF ROOM)</td>
</tr>
</tbody>
</table>

**Address #1 - LOCATION OCCURRED #1 - 28 Cameron St**

**Primary Information**

| Address: | 28 Cameron St, WELLESLEY, MASSACHUSETTS 02482 UNITED STATES |

**Subject #1 - OCCUPANT #1 - BARRY, RILEY**

**Primary Information**

<p>| Subject Name: | BARRY, RILEY |
| Record Type: | PERSON |
| Bio: | UNKNOWN, FEMALE |
| Juvenile: | NO |</p>
<table>
<thead>
<tr>
<th>Subject #2 - OCCUPANT #2 - BROOKS, LAURA</th>
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<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<tr>
<td>Subject Name: BROOKS, LAURA</td>
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<tr>
<td>Record Type: PERSON</td>
</tr>
<tr>
<td>Bio: UNKNOWN, FEMALE</td>
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<tr>
<td>Juvenile: NO</td>
</tr>
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<table>
<thead>
<tr>
<th>Subject #3 - OCCUPANT #3 - CANNON, LISA</th>
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<tr>
<td><strong>Primary Information</strong></td>
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<td>Subject Name: CANNON, LISA</td>
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<tr>
<td>Record Type: PERSON</td>
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<tr>
<td>Bio: UNKNOWN, FEMALE</td>
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<tr>
<td>Juvenile: NO</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Subject #4 - OCCUPANT #4 - COLANGELI, SUZANNE</th>
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<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<td>Subject Name: COLANGELI, SUZANNE</td>
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<tr>
<td>Record Type: PERSON</td>
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<td>Bio: UNKNOWN, FEMALE</td>
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<td>Juvenile: NO</td>
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<table>
<thead>
<tr>
<th>Subject #5 - OCCUPANT #5 - DEXTER, KATIE</th>
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<tr>
<td><strong>Primary Information</strong></td>
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<tr>
<td>Subject Name: DEXTER, KATIE</td>
</tr>
<tr>
<td>Record Type: PERSON</td>
</tr>
<tr>
<td>Bio: UNKNOWN, FEMALE</td>
</tr>
<tr>
<td>Juvenile: NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject #6 - OCCUPANT #6 - LAUN, ELODIA</th>
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<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<tr>
<td>Subject Name: LAUN, ELODIA</td>
</tr>
<tr>
<td>Record Type: PERSON</td>
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<tr>
<td>Bio: UNKNOWN, FEMALE</td>
</tr>
<tr>
<td>Juvenile: NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject #7 - OCCUPANT #7 - MCFARLANE, DONNA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<tr>
<td>Subject Name: MCFARLANE, DONNA</td>
</tr>
<tr>
<td>Record Type: PERSON</td>
</tr>
<tr>
<td>Bio: UNKNOWN, FEMALE</td>
</tr>
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</table>

06/13/2019 15:21:40  Page 2 of 5
Massachusetts State Police

FIRE INVESTIGATION REPORT 2019-117-256

Report Date: 05/15/2019

<table>
<thead>
<tr>
<th>Subject #7 - OCCUPANT #7 - MCFARLANE, DONNA - Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Information - Continued</strong></td>
</tr>
<tr>
<td>Juvenile: NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject #8 - OCCUPANT #8 - PELLEGRINA, LORETO</th>
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</thead>
<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<tr>
<td>Subject Name: PELLEGRINA, LORETO</td>
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<tr>
<td>Record Type: PERSON</td>
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<tr>
<td>Bio: WHITE, MALE</td>
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<tr>
<td>Juvenile: NO</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject #9 - OCCUPANT #9 - QUIRK, ELLEN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Information</strong></td>
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<td>Subject Name: QUIRK, ELLEN</td>
</tr>
<tr>
<td>Record Type: PERSON</td>
</tr>
<tr>
<td>Bio: UNKNOWN, FEMALE</td>
</tr>
<tr>
<td>Juvenile: NO</td>
</tr>
</tbody>
</table>

Narrative begins on the following page.
INTRODUCTION
1. On Wednesday, May 15, 2019 at approximately 0730 hours, the Wellesley Fire Department was alerted to a fire at #28 Cameron Street in their town. The report was received by a 911 call made by an occupant and notification from the fire alarm company. An alarm was struck and the Wellesley FD responded.
2. The site of the alarm was the Hunnewell Elementary School. Arriving units discovered fire in room #139 upon their arrival. Suppression efforts were immediately begun and the fire was quickly extinguished. There were no injuries caused by the fire. The fire did not extend to adjoining properties and the majority of fire damage was contained to the room and contents of #139.
3. On Wednesday, May 15, 2019, at approximately 0802 hours, the State Police Fire and Explosion Investigation Unit received notification of this fire from the Troop ‘H’ Duty Office. Sergeant Berteletti (MSP FEIU-South), Trooper Fagan (MSP FEIU-South), and Trooper Riopel (MSP FEIU-Central) responded to the scene and initiated an investigation into to the origin and cause of the incident. Assisting at the scene was Trooper Alex Sao (MSP CSSSS) and Wellesly PD Detective Mark D’Innocenzo. As a result of this investigation, the cause of the fire has been ruled accidental. The case has been closed.

BUILDING INFORMATION
4. The site of the fire was the Hunnewell Elementary School located at #28 Cameron Street. The multistory building had a brick/mason exterior, gable roof, with asphalt shingles. The owner of the property was identified as the Town of Wellesly School Department (#40 Kingsbury Street, Wellesley, MA 02481).
5. At the time of the fire, students had yet to arrive. Administrators, teachers, and other school faculty members were the only occupants. Present and inside the building at the time of the fire were:

   Teacher Lisa Cannon  
   Teacher Katie Dexter  
   Teacher Donna McFarlane  
   Teacher Riley Barry  
   Teacher Elodia Laun  
   Teacher Laura Brooks  
   Teacher Suzzane Colangeli  
   Principal Ellen Quirk  
   Custodian Loreto Pellegrini

WITNESS STATEMENTS
6. On Wednesday, May 15, 2019, Wellesley Fire Deputy Chief Charles DiGiandomenico was interviewed by Trooper Riopel following suppression efforts. DiGiandomenico stated that first arriving fire personnel observed fire through a window in room #139. They saw smoke and burning contents in the area of a file cabinet in the ‘C/D’ corner of room #139. The building and room were both secure at the time of the fire and fire personnel were let in the school through a side door by a faculty member.
7. On Wednesday, May 15, 2019, Loreto Pellegrini was interviewed by Trooper Riopel following suppression efforts. Pellegrini stated he was alerted to the fire by a teacher who stated they smelled smoke in the area of room #139 but did not see the actual fire. Pellegrini entered the school and also could smell smoke and thought it was coming from the roof so he exited the
school to see where it was coming from. After reentering the school, the hallway was filled with black smoke and the WFD was notified. Pellegrini confirmed that the building and classroom were both secure prior to the fire. He stated shortly before fire, he was outside and did not observe any open windows.

SCENE EXAMINATION

8. On Wednesday, May 15, 2019, an examination of the fire scene was conducted by Sergeant Berteletti, Trooper Fagan, and Trooper Riopel. Assisting at the scene were Deputy Chief DiGiandomenico, Detective D’Innocenzo, and Trooper Alex Sao. Entry onto the premise was made following suppression efforts. The scene examination concluded during the mid-morning hours of Wednesday, May 15, 2019.

9. External examination of the fire site revealed the area of outside, observable fire damage was located on the first floor, directly outside of room #139. In this area, broken windows were observed caused by failure during the fire and during WFD overhaul.

10. Internal examination was conducted in the areas of least damage and towards areas of heaviest damage. This process revealed that the lowest and most substantial areas of fire damage were located adjacent to two file cabinets and a window sill. Directly below the window was a series of electrical outlets. The area was reconstructed and distinct fire patterns were observed on the file cabinets and wall. This led investigators to the electrical outlet underneath the window sill. The outlet had a phone charger plugged into that showed signs of melting and charring. The male ends of the charger still appeared to be plugged into the outlet. There were no other, plausible heat sources in the area of the electrical outlet/wiring.

SECURITY

11. Several entrances onto the property were identified. The property and classroom of origin were all secure before the fire. This is to include windows that Loreto Pelligrini observed secure prior to the fire. There were no signs of forced entry into the school or into the individual classroom.

CONCLUSION

12. Based upon the information developed through the investigation, it is the collective opinion of investigators that the origin of the fire at the Hunnewell Elementary school was located in the area of the electrical outlet/wiring in the ‘C/D’ corner of classroom #139. The cause of the fire has been ruled accidental, due to an unspecified electrical event. This Trooper respectfully requests that this case be closed, pending any new information that should warrant its reopening.
DATE: August 16, 2019                                      FMD-M-20498

TO: Meghan Jop, David Lussier, Marjorie Freiman, Tom Ulfelder, Melissa Martin, Linda Chow, David Grissino, Tom Goemaat

FROM: Joseph F. McDonough, P.E.

CC: File

SUBJECT: Facilities Management Department: End of Year Status Report – FY19

Filing No.: WFMD18.05, 70

As key customers of the Facilities Management Department (FMD), I’m providing you with this FMD status report for FY19. The report provides an overview of our three core business areas: design & construction, operations and custodial, as well as an update on staffing, budgets and other relevant issues. Overall, FMD’s seventh year of operations was again very successful with a major focus on capital building projects, including the HHU schools, Middle School Piping and Building Systems and Town Hall Renovation and Annex. We continued to provide our customers with high quality service, timely responsiveness, and design/construction/capital planning expertise - all within budget.

**FY19 OPERATING BUDGET**

A summary of the end-of-year budget status is shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>FY19 Budget</th>
<th>Spent</th>
<th>Encumbered</th>
<th>Balance</th>
<th>Budget Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Labor</td>
<td>$4,585,031</td>
<td>$4,525,357</td>
<td>$0</td>
<td>$59,673.50</td>
<td>1%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$603,175</td>
<td>$774,223</td>
<td>$14,619</td>
<td>($185,668)</td>
<td>-30%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$529,155</td>
<td>$536,042</td>
<td>$9,227</td>
<td>($16,114)</td>
<td>-3%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$2,325,418</td>
<td>$2,001,305</td>
<td>0</td>
<td>$324,113</td>
<td>14%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,042,779</strong></td>
<td><strong>$7,836,927</strong></td>
<td><strong>$23,846</strong></td>
<td><strong>$182,005</strong></td>
<td><strong>2%</strong></td>
</tr>
</tbody>
</table>

Through a combination of prudent fiscal oversight and energy conservation, the FMD was able to finish the year 2% under budget ($182,005). Lower than expected utility costs made up the majority of this favorable situation. Electricity came in about $83k under budget (versus $31k in FY18) and natural gas costs came in about $180k under budget (versus $114k in FY18). Budget totals for water, sewer, trash and recycling also contributed $120k to the underage. Labor costs were about 1% under budget, or $60k (versus $35k in FY18). The primary reason for this was due to several vacancies caused by resignations and retirements and workers compensation absences.

There were some overages that offset the savings. Custodial supplies, maintenance expenses, office supplies, uniforms, gasoline and vehicle expenses totaled to about 3% over budget. The overages
could be attributed to the fact that these expense budgets haven’t been increased in seven years to account for modest inflation. Total expenditures have been under budget each of the first seven years of operation, and we will continue to refine certain labor, expense and utility line items as needed to better reflect actual operating costs.

**DESIGN AND CONSTRUCTION**

FY19 was the second year of FMD providing day-to-day support for PBC under Steve Gagosian’s leadership as Design and Construction Manager. Additionally, Steve and his staff provided critical support of major building construction projects, including the assumption of Owner’s Project Manager (OPM) responsibilities, which saved the Town hundreds of thousands of dollars over outsourced OPMs. It’s important to realize that FMD was able to assume this significant amount of responsibility by adding only one FTE, as two former PBC positions were transferred into FMD in FY18 as part of the reorganization. The two former PBC staff positions were reclassified to Project Manager (Kevin Kennedy) and Projects Assistant (Abbie LaFrancesca). As a result, FMD has been able to assume significantly more project management work. The PBC again expressed great satisfaction in the new structure and support they’ve received from FMD.

The timing and need for these organizational changes coincides with an extraordinary number of building projects that are either in the FMD’s capital plan, or currently in a study, design or construction. As can be seen below, this building program totals almost $192M and includes ten known projects that could occur over the next 5 to 8 years. Also of note is that FMD is or will be providing OPM services on all but three largest building projects.

<table>
<thead>
<tr>
<th>Project</th>
<th>Budgeted Cost</th>
<th>Est. Const. Start</th>
<th>FMD is OPM?</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle School Steam Piping</td>
<td>$4,200,000</td>
<td>2019</td>
<td>Yes</td>
<td>Currently in construction</td>
</tr>
<tr>
<td>Middle School Building Systems</td>
<td>$14,300,000</td>
<td>2020</td>
<td>Yes</td>
<td>Currently in design</td>
</tr>
<tr>
<td>Library Renovation</td>
<td>$3,500,000</td>
<td>2020</td>
<td>Yes</td>
<td>Design to start</td>
</tr>
<tr>
<td>Hunnewell ES</td>
<td>$58,000,000</td>
<td>2021</td>
<td>No</td>
<td>Study complete</td>
</tr>
<tr>
<td>Middle School Paving</td>
<td>$1,700,000</td>
<td>2021</td>
<td>N/A</td>
<td>Could do as late as 2022</td>
</tr>
<tr>
<td>Town Hall Annex</td>
<td>$8,000,000</td>
<td>2021</td>
<td>Yes</td>
<td>Currently in study</td>
</tr>
<tr>
<td>Hardy/Upham ES</td>
<td>$60,000,000</td>
<td>2022</td>
<td>No</td>
<td>Currently in study</td>
</tr>
<tr>
<td>Town Hall Renovation</td>
<td>$19,000,000</td>
<td>2023</td>
<td>No</td>
<td>Study complete</td>
</tr>
<tr>
<td>DPW Building Renovations</td>
<td>$3,000,000</td>
<td>2023</td>
<td>Yes</td>
<td>Multiple bldgs.</td>
</tr>
<tr>
<td>New Preschool (location TBD)</td>
<td>$20,000,000</td>
<td>2025</td>
<td>Yes</td>
<td>Study complete</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$191,700,000</strong></td>
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<td></td>
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</tr>
</tbody>
</table>

During the first half of the fiscal year FMD again focused on school construction projects to take advantage of the summer recess and unimpeded construction access; and executed most of our municipal construction projects in the last three quarters of FY19. During the second half of the
fiscal year FMD advocated for the approval of the Upham/Hardy project at the Fall STM and other capital projects at the spring Annual Town Meeting. We also prepared design and bid documents for school department and other projects with tight summer 2019 construction schedules.

**FY19 Projects:** We completed a few remaining FY17 and FY18 capital building construction projects, but the focus was on FY19 projects. 12 of 13 FY19 School capital projects, totaling $1,160,000, were completed or are in progress. On the Municipal side, 17 of 20 FY19 capital projects totaling $667,000 were completed or are in progress.

FMD supported the Permanent Building Committee (PBC) on number of major projects in FY19. These were first identified in the FMD’s capital planning process, and moved into design and construction.

- MS Steam Piping: Construction Closeout and OPM Services
- MS Building Systems: Design and OPM Services
- Town Hall Envelope: Construction Administration & Supplemental Funding Request at ATM
- School Security: Construction Closeout and OPM Services

Representative projects vary in size and scope, including:

- Townwide: $1.0M LED Lighting Bundle Project (Phase I) for work at Bates, Sprague, MS, Main Library and DPW. DPW project funded under Green Communities Grant.
- Field House: $62,000 Asphalt Shingled Roof Replacement
- Fire Headquarters: $55,000 Masonry Repairs to Hose Tower
- Police Station: Renovated Kitchen (worked performed by FMD Maintenance staff)
FY20 Projects: The FY20 cash-capital budget was level-funded at $1,850,000, the same as FY19. Thirty-nine (39) cash-capital projects were approved for FY20. Of this total, twenty-nine (29) are building construction projects and the remaining are for equipment, vehicles and contingencies.

These cash-capital projects will be completed by distributing project management responsibilities to the Director and managers within the department and also by a thoughtful balance of outsourced procurement and use of in-house maintenance staff. The FMD managers are able to prepare public bid packages for most of these projects saving significant budget in outsourced design fees, while also expediting the project schedules. By using in-house maintenance staff on these projects, even on an overtime basis, we meet tight summer work schedules and save budget dollars. The FMD continues to rely on its partnership with the DPW by utilizing both its highway and parks/trees divisions to complete site capital projects. FMD will be utilizing the MGL 25A procurement alternative to streamline design, bidding and construction of energy conservation projects. The FMD’s standard Major Project Manual will be used to bid many of the projects over $10,000 in cost, which require public advertising and more stringent bidding regulations. At the 2017 Annual Town Meeting, changes were approved to the Article 14 Bylaw governing the Permanent Building...
MEMORANDUM

Committee. One of the changes, increased the threshold at which FMD can execute capital projects from $100,000 to $500,000. Six of the FY20 project are at or above $100,000. This change enhances FMD’s ability to complete capital projects, and reflects the department’s past successful performance on these projects and staff ability and capacity.

Planning to execute the 32 FY20 capital projects must consider the most efficient and expeditious way to procure the work while also obtaining competitive bid prices. The table below shows the different approaches planned to be used by FMD to accomplish these thirty-two projects:

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Number of Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Regulations</td>
<td></td>
</tr>
<tr>
<td>MGL Chapter 149 – Using FMD’s Major Project Manual</td>
<td>14</td>
</tr>
<tr>
<td>MGL Chapter 149 – Competitive Bids and Minor Manual</td>
<td>6</td>
</tr>
<tr>
<td>In-House Labor and Direct Purchase Supplies</td>
<td>3</td>
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<tr>
<td>MGL Chapter 30 – Site Work</td>
<td>1</td>
</tr>
<tr>
<td>MGL Chapter 7-Designer Selection</td>
<td>6</td>
</tr>
<tr>
<td>MGL Chapter 30B- Goods and Services</td>
<td>1</td>
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<tr>
<td>MGL Chapter 25A (Green Communities Act)</td>
<td>1</td>
</tr>
<tr>
<td>Design</td>
<td></td>
</tr>
<tr>
<td>In-House</td>
<td>10</td>
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<tr>
<td>Outsourced</td>
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<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>In-House</td>
<td>3</td>
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<tr>
<td>Outsourced</td>
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<td>DPW</td>
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</tbody>
</table>

FY21 Budget: FMD will start planning for the FY21 capital budget in the summer by touring buildings with its managers and the Director. Similar to the process used to develop all previous FMD capital budgets, we will then collaboratively engage stakeholders from Department Heads, Principals and Directors to custodians and the maintenance staff over the fall and winter months to collectively develop an updated capital plan. $2,165,000 is currently carried in FMD’s cash-capital budget for FY21.

Studies: FMD completed two important studies in FY19 and presented the results to various boards and committees. The Middle School Building Systems feasibility study (Harriman Architects) led to PBC funding for design of this critically important school project. Design began in June 2019. The Town Hall Space Utilization study (MKA Architects) was also completed in FY19, with preliminary results presented to Selectmen and PBC in September, and a follow-up presentation to the Selectmen in January.

Hardy, Hunnewell and Upham Schools: FY19 was another critical year for HHU school projects and FMD played an important role in moving the projects forward. FMD supported School Committee and SBC in obtaining funding for the MSBA project (Hardy/Upham) at the October
2018 Special Town Meeting. We then supported SBC through MSBA’s second “module” (Forming the Team) by managing and facilitating the hiring of both the Owner’s Project Manager (OPM) and architect per the MGL Chapter 7 process. FMD’s Design & Construction Manager serves on the SBC and one of our project managers oversees the work of the OPM and architect.

The Hunnewell School feasibility study was completed at the end of FY19. FMD guided the process, including providing another dedicated project manager and holding weekly progress meetings with consultants and the SBC’s Project Coordination Group. FMD managed the many public meetings, performed detailed technical reviews and provide strategic consultation to various stakeholders and Town officials throughout the study.

OPERATIONS

Operations includes preventive/routine maintenance, energy management/sustainability and health and safety. Key accomplishments and metrics related to maintenance and energy management are summarized in this section of the report.

MAINTENANCE

CMMS Work Order System: The FMD uses a computerized maintenance management system (CMMS) for all maintenance work. Maintenance work requests in all 28 buildings are made using the cloud-based Maintenance Direct software, which also includes PM Direct for scheduling preventive maintenance. 1,525 work orders were closed in FY19 as summarized below:

<table>
<thead>
<tr>
<th>Building</th>
<th>No. of WOs Completed</th>
<th>Building</th>
<th>No. of WOs Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bates Elementary</td>
<td>152</td>
<td>Sprague Elementary</td>
<td>91</td>
</tr>
<tr>
<td>Field House</td>
<td>5</td>
<td>Fire - Headquarters</td>
<td>30</td>
</tr>
<tr>
<td>Fiske Elementary</td>
<td>89</td>
<td>Fire – Station 1</td>
<td>14</td>
</tr>
<tr>
<td>Hardy Elementary</td>
<td>108</td>
<td>Library - Main</td>
<td>51</td>
</tr>
<tr>
<td>High School</td>
<td>230</td>
<td>Library – Hills</td>
<td>12</td>
</tr>
<tr>
<td>Hunnewell Elementary</td>
<td>96</td>
<td>Library – Fells</td>
<td>9</td>
</tr>
<tr>
<td>Middle School</td>
<td>175</td>
<td>Morses Pond</td>
<td>6</td>
</tr>
<tr>
<td>Preschool</td>
<td>26</td>
<td>Police Station</td>
<td>62</td>
</tr>
<tr>
<td>Schofield Elementary</td>
<td>61</td>
<td>Town Hall</td>
<td>67</td>
</tr>
<tr>
<td>Upham Elementary</td>
<td>64</td>
<td>Warren Building</td>
<td>72</td>
</tr>
<tr>
<td>Senior Center</td>
<td>18</td>
<td>Townwide/Districtwide</td>
<td>1</td>
</tr>
<tr>
<td>DPW Operations</td>
<td>20</td>
<td>DPW Hwy/Park</td>
<td>42</td>
</tr>
<tr>
<td>DPW Water/Sewer</td>
<td>15</td>
<td>DPW RDF</td>
<td>9</td>
</tr>
</tbody>
</table>

The 1,525 work order total represents about a 14% decrease in work orders from FY18; however, it was still significantly more than in recent years (1,371 in FY15, 1,102 in FY16 and 1,006 in FY17).
Some of this change may be attributable to year-to-year variance; however, we made a concerted effort in FY19 to close-out older work orders for which the work had been completed but not “closed” on our system or work orders that had been deemed as less urgent.

With FMD’s increased focus on preventive maintenance (PM), we expect to see a continued increase on the “PM side” of work orders in the coming years, such that we will eventually be averaging a total of about 2,500 work orders per year, with about 1,500 of them being PM related.

**In-House Maintenance Projects:** In addition to performing routine preventive maintenance and reactionary/repair maintenance, the department again took on a number of capital construction projects with in-house staff. The staffing level and capabilities in maintenance allows for more opportunities to take on project work that might otherwise be outsourced.

**Insurance Claims:** There were two major incidents that occurred in FY19, one of which resulted in a claim with our insurance carrier, Massachusetts Interlocal Insurance Association (MIIA). In January sprinkler pipes froze and then leaked in a number of locations in the 1966 wings of the Middle School. FMD’s maintenance staff was able to respond with cleanup and repair operations, but since the total cost was under the Town’s deductible of $25,000, MIIA provided no reimbursement. In May an electrical fire severely damaged two classrooms at the Hunnewell School, which resulted in a major claim. MIIA engaged cleanup and construction contractors and the two classrooms are expected to be ready for the start of classes in late August. The Town’s contribution was limited to its $25,000 deductible.

**ENERGY MANAGEMENT AND PREVENTIVE MAINTENANCE**

Under the guidance of FMD’s Operations Manager, Energy Management was another successful area for the FMD in FY19, as we continued executing important energy-related projects. A major initiative begun in FY19 is the FMD’s new preventive maintenance program, which will official begin on July 1, 2019. The Operations Manager’s responsibilities include: project management, building controls management, energy use analysis, utility cost management, and preventive maintenance program management.

Project management consists of identifying the most cost-effective energy conservation measures (ECMs), preparing project manuals (in compliance with MGL 25A, 30B, 149, etc.), soliciting bids, executing contracts, managing schedules, monitoring daily work progress, administering budgets, approving invoices, preparing punch lists, and closing-out projects (See ECM projects list below).

Building controls management consists of monitoring the school and town Metasys direct digital controls (DDC) systems. Typical tasks include: examining space and system-specific operating setpoints, evaluating operating conditions, evaluating data trends and identifying operating anomalies, creating new application-specific trends, querying reports, performing global/object searches, and taking corrective action as is necessary to ensure the optimal operation of the systems – primarily heating, ventilating and air-conditioning (HVAC).
Energy use analysis included tracking, trending and analyzing building-specific electricity and natural gas energy-use data including normalizing energy use to weather, preparing comprehensive energy use and performance metrics, identifying energy use anomalies, proposing cost-effective ECMs, managing the implementation of the ECMs, measuring/verifying the success of the implemented ECMs, and updating the energy-use and performance metrics.

Utility cost management consists of monitoring the futures natural gas market, negotiating and securing competitively-priced contracts, administering the contracts, reconciling energy-use costs with budgets, summarizing energy-use data for preparing annual utility budgets, preparing ECM project budgets and estimated energy savings, calculating simple/life-cycle cost analysis (LCCA) paybacks, and summarizing ECM project data for preparing annual cash capital budgets.

**Energy Use:** In FY19 there was a 1.37% decrease in metered natural gas use and a 3.00% decrease in metered electricity use (not including DPW, RDF, and TP) as compared to FY18. There was also a 2.55% decrease in heating-degree-days (HDD) and 29.30% increase in cooling-degree-days (CDD).

The 1.37% decrease in metered natural gas use is comparable to the 2.55% decrease in HDD. The slight discrepancy appears to be attributable to disproportionate increases in natural gas use at Fire Station Central (12.11%), Upham (20.26%), and Hunnewell (21.58%). We are investigating these isolated increases.

The 3.00% decrease in metered electricity use is not comparable the 29.30% increase in CDD. However, this is typical because the correlation between electricity use and CDD is non-linear. For example, only 43% of our gross square footage (GSF) of space is air-conditioned. Cooling represents 25% of our total electricity load. Therefore, a 29.30% increase in CDD should translate to a 3.15% increase in total metered electricity use (0.43 x 0.25 x 0.2930 = 0.0315). However, there was a 3.00% decrease in metered electricity use. This appears to be associated with recent LED projects at Sprague (-11.77%), FS Main (-9.42%), High School (-7.15%), Middle School (-4.30%), Main Library (-1.93%), and Police (-1.76%). When these buildings are removed from the analysis, there is an increase in electricity use of 5.05%. This is comparable to the 3.15% adjusted increase in metered electricity use.

Once the above metered electricity and natural gas use was normalized for HDD/CDD, we actually used 4.46% less energy (-3.61% Electricity + -4.99% Natural Gas = -4.46% Total) than predicted for FY19. That is, we should have used 86,068,317 kBtus of electricity and natural gas but only used 82,232,046 kBtus. That means we reduced total energy use by 3,836,271 kBtus. **That is the equivalent of getting free energy for the Police Station for the whole year!** The 4.46% decrease translates to a $71,445 cost avoidance for FY19. Overall, our cumulative energy use cost avoidance from FY13 to FY19 is $611,614. FMD’s cumulative cost avoidance goal is $1,000,000 by the end of FY22. We plan to accomplish this goal by installing LEDs in the remainder of our buildings, continuing to recommission our buildings, and implementing our preventive maintenance program.
MEMORANDUM

Town of Wellesley
Facilities Management Department
888 Worcester Street, Suite 370
Wellesley, MA 02482
(781)489-4266

Outreach: FMD continues to work closely with our Town Boards, Schools, Departments, SEC, and Wellesley’s residents to educate our community about energy conservation. We also work closely with other municipalities and MA State Departments. For example, during our recent tour of the City of Cambridge’s Net Zero Energy (NZE) school building (King Open), we shared recommendations for preparing a PMP exclusively for King Open. We also shared recommendations for recommissioning King Open in a few years as part of the PMP. The MA Department of Energy Resources has asked us to share our regression analysis model that we use for normalizing our energy use data with them. We are also collaborating with the Lawrence Berkeley National Lab on preparing and publishing a white paper entitled “A Practical Guide for Reducing Energy Use in Municipal Buildings by 20% over Five Years.”

Energy Conservation Measures (ECMs): From FY14 to FY19, FMD successfully completed the installation of $1,869,000 of ECMs ($487,000 ReCx + $467,000 BACS + $915,000 LEDs = $1,869,000 Total). For FY20, we will install another $1,323,000 of ECMs ($468,000 ReCx + $855,000 LEDs = $1,323,000 Total). Overall, our plan is to install $5,875,000 of cost-effective ECMs ($1,648,000 ReCx + $467,000 Metasys + $3,760,000 LEDs = $5,875,000 Total) by the end of FY20.

Note: DPW, RDF and T-P excluded from table above due to lack of adequate number of years of historical data.

<table>
<thead>
<tr>
<th>Building</th>
<th>GSF</th>
<th>FY19 [kBtu]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Metered</td>
<td>Normalized</td>
</tr>
<tr>
<td>Sprague</td>
<td>72,700</td>
<td>5,555,020</td>
</tr>
<tr>
<td>Fieldhouse</td>
<td>5,670</td>
<td>425,563</td>
</tr>
<tr>
<td>Schofield</td>
<td>43,500</td>
<td>3,614,359</td>
</tr>
<tr>
<td>Fiske</td>
<td>70,700</td>
<td>4,310,795</td>
</tr>
<tr>
<td>Fells Library</td>
<td>1,872</td>
<td>80,806</td>
</tr>
<tr>
<td>FS Main</td>
<td>22,300</td>
<td>2,112,848</td>
</tr>
<tr>
<td>Middle School</td>
<td>228,700</td>
<td>18,003,242</td>
</tr>
<tr>
<td>Police Station</td>
<td>21,200</td>
<td>3,102,337</td>
</tr>
<tr>
<td>PAWS</td>
<td>9,072</td>
<td>571,441</td>
</tr>
<tr>
<td>Main Library</td>
<td>84,215</td>
<td>4,701,833</td>
</tr>
<tr>
<td>High School</td>
<td>280,091</td>
<td>15,308,709</td>
</tr>
<tr>
<td>Hardy</td>
<td>45,900</td>
<td>4,266,965</td>
</tr>
<tr>
<td>Bathhouse</td>
<td>3,377</td>
<td>33,905</td>
</tr>
<tr>
<td>Bates</td>
<td>52,750</td>
<td>5,670,113</td>
</tr>
<tr>
<td>Town Hall</td>
<td>32,240</td>
<td>2,211,452</td>
</tr>
<tr>
<td>FS Central</td>
<td>6,250</td>
<td>675,875</td>
</tr>
<tr>
<td>Warren</td>
<td>26,151</td>
<td>2,236,691</td>
</tr>
<tr>
<td>Hills Library</td>
<td>7,000</td>
<td>326,973</td>
</tr>
<tr>
<td>Upham</td>
<td>36,500</td>
<td>3,171,299</td>
</tr>
<tr>
<td>Hunnewell</td>
<td>36,400</td>
<td>5,822,222</td>
</tr>
</tbody>
</table>

Total: 1,086,588 82,232,046 86,088,317 -4.46% 79

Note: DPW, RDF and T-P excluded from table above due to lack of adequate number of years of historical data.
FY22. In addition, we also plan to install $8,404,000 of mechanical, electrical, and plumbing (MEP) equipment as part of our Capital Equipment Replacement Plan (CERP) by the end of FY28. A summary of current, past and future ECM projects is shown below.

<table>
<thead>
<tr>
<th>ECMs</th>
<th>FY14 to FY19</th>
<th>FY20</th>
<th>FY21 to FY22</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ReCx</td>
<td>$487,000</td>
<td>$467,000</td>
<td>$915,000</td>
<td>$1,869,000</td>
</tr>
<tr>
<td>BACS</td>
<td>$468,000</td>
<td>$855,000</td>
<td>$1,323,000</td>
<td>$2,638,000</td>
</tr>
<tr>
<td>LEDs</td>
<td>$693,000</td>
<td>$1,990,000</td>
<td>$3,760,000</td>
<td>$5,875,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,648,000</td>
<td>$467,000</td>
<td>$3,760,000</td>
<td>$5,875,000</td>
</tr>
</tbody>
</table>

The next three tables show detailed breakdowns of the three primary types of ECM: HVAC Recommissioning (ReCx), Controls (BACS) and LEDs.

<table>
<thead>
<tr>
<th>ReCx</th>
<th>Building</th>
<th>GSF</th>
<th>Controls</th>
<th>Units</th>
<th>AHUs</th>
<th>Total</th>
<th>%GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bates Elementary</td>
<td>52,750</td>
<td>$25,000</td>
<td>$11,000</td>
<td>$3,000</td>
<td>$39,000</td>
<td>0.74</td>
</tr>
<tr>
<td>2</td>
<td>Bathhouse</td>
<td>3,277</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Fells Library</td>
<td>1,872</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Fieldhouse</td>
<td>5,670</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Fire Station Central</td>
<td>6,250</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>Fire Station Main</td>
<td>23,300</td>
<td>-</td>
<td>-</td>
<td>$2,000</td>
<td>$4,000</td>
<td>0.08</td>
</tr>
<tr>
<td>7</td>
<td>Fiske Elementary</td>
<td>70,200</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Harvie Elementary</td>
<td>12,000</td>
<td>$24,000</td>
<td>$6,000</td>
<td>$42,000</td>
<td>0.92</td>
<td></td>
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<tr>
<td>9</td>
<td>High School</td>
<td>200,091</td>
<td>$56,000</td>
<td>$41,000</td>
<td>$31,000</td>
<td>$131,000</td>
<td>0.46</td>
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<tr>
<td>10</td>
<td>Hill Library</td>
<td>7,500</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Hunnewell Elementary</td>
<td>36,000</td>
<td>$14,000</td>
<td>$20,000</td>
<td>$1,000</td>
<td>$35,000</td>
<td>0.06</td>
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<tr>
<td>12</td>
<td>Main Library</td>
<td>84,255</td>
<td>$23,000</td>
<td>$6,000</td>
<td>$9,000</td>
<td>$38,000</td>
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<tr>
<td>13</td>
<td>Middle School</td>
<td>238,560</td>
<td>$32,000</td>
<td>$15,000</td>
<td>$33,000</td>
<td>$81,000</td>
<td>0.36</td>
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<tr>
<td>14</td>
<td>Police Station</td>
<td>21,200</td>
<td>$3,000</td>
<td>$5,000</td>
<td>$3,000</td>
<td>$11,000</td>
<td>0.52</td>
</tr>
<tr>
<td>15</td>
<td>Preschool</td>
<td>9,072</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Schofield Elementary</td>
<td>43,080</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>17</td>
<td>Sponque Elementary</td>
<td>72,700</td>
<td>$11,000</td>
<td>$29,000</td>
<td>$3,000</td>
<td>$42,000</td>
<td>0.99</td>
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<tr>
<td>18</td>
<td>Town Hall</td>
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<td>$5,000</td>
<td>$4,000</td>
<td>$20,000</td>
<td>0.42</td>
</tr>
<tr>
<td>19</td>
<td>Upton Elementary</td>
<td>35,000</td>
<td>$14,000</td>
<td>$9,000</td>
<td>$2,000</td>
<td>$35,000</td>
<td>0.48</td>
</tr>
<tr>
<td>20</td>
<td>Warren Recreation</td>
<td>26,150</td>
<td>$7,000</td>
<td>$4,000</td>
<td>$11,000</td>
<td>$22,000</td>
<td>0.44</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>1,082,580</td>
<td>$30,000</td>
<td>$166,000</td>
<td>$18,000</td>
<td>$487,000</td>
<td>0.48</td>
</tr>
</tbody>
</table>

Notes:
1. "Controls" includes Motors, programming, sensors, transmitters, and other BACS controlled HVAC equipment.
2. "Units" includes UVIs, VAVs, FCUs, Valves, and other field HVAC equipment.
3. "AHUs" includes AHUs, ERUs, SFs, FFs, and other central HVAC equipment.
<table>
<thead>
<tr>
<th>#</th>
<th>Building</th>
<th>GSF</th>
<th>Excess (1)</th>
<th>Common (2)</th>
<th>Other (3)</th>
<th>Total</th>
<th>$GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bates Elementary</td>
<td>52,750</td>
<td>$33,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$104,000</td>
<td>1.97</td>
</tr>
<tr>
<td>2</td>
<td>Bathhouse</td>
<td>3,377</td>
<td></td>
<td></td>
<td></td>
<td>$3,377</td>
<td>1.00</td>
</tr>
<tr>
<td>3</td>
<td>Fieldhouse</td>
<td>0.072</td>
<td></td>
<td></td>
<td></td>
<td>$0.072</td>
<td>0.11</td>
</tr>
<tr>
<td>4</td>
<td>Fields</td>
<td>6,770</td>
<td></td>
<td></td>
<td></td>
<td>$6,770</td>
<td>1.00</td>
</tr>
<tr>
<td>5</td>
<td>Fire Station Central</td>
<td>6,250</td>
<td>$27,000</td>
<td>$1,000</td>
<td></td>
<td>$3,000</td>
<td>0.48</td>
</tr>
<tr>
<td>6</td>
<td>Fire Station Main</td>
<td>22,300</td>
<td>$2,000</td>
<td></td>
<td></td>
<td>$2,000</td>
<td>0.09</td>
</tr>
<tr>
<td>7</td>
<td>Hardy Elementary</td>
<td>45,900</td>
<td></td>
<td></td>
<td></td>
<td>$45,900</td>
<td>1.00</td>
</tr>
<tr>
<td>8</td>
<td>High School</td>
<td>30,081</td>
<td>$25,000</td>
<td>$30,000</td>
<td></td>
<td>$61,000</td>
<td>0.22</td>
</tr>
<tr>
<td>9</td>
<td>Hills Library</td>
<td>7,000</td>
<td></td>
<td>$1,000</td>
<td></td>
<td>$1,000</td>
<td>0.14</td>
</tr>
<tr>
<td>10</td>
<td>Hunnewell Elementary</td>
<td>36,400</td>
<td></td>
<td></td>
<td></td>
<td>$36,400</td>
<td>1.00</td>
</tr>
<tr>
<td>11</td>
<td>Main Library</td>
<td>84,375</td>
<td>$30,000</td>
<td>$5,000</td>
<td>$7,000</td>
<td>$45,000</td>
<td>0.55</td>
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<tr>
<td>12</td>
<td>Middle School</td>
<td>220,700</td>
<td>$30,000</td>
<td>$25,000</td>
<td>$7,000</td>
<td>$62,000</td>
<td>0.27</td>
</tr>
<tr>
<td>13</td>
<td>Preschool</td>
<td>5,072</td>
<td>$15,000</td>
<td>$1,000</td>
<td></td>
<td>$18,000</td>
<td>0.09</td>
</tr>
<tr>
<td>14</td>
<td>Police Station</td>
<td>21,200</td>
<td>$2,000</td>
<td></td>
<td></td>
<td>$2,000</td>
<td>0.09</td>
</tr>
<tr>
<td>15</td>
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<td></td>
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</tr>
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<td>$1,000</td>
<td>$41,000</td>
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<td>17</td>
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<td>$3,000</td>
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<td>18</td>
<td>Upham Elementary</td>
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<td>$36,500</td>
<td>1.00</td>
</tr>
<tr>
<td>19</td>
<td>Warren Recreational Center</td>
<td>25,151</td>
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<td>$3,000</td>
<td>$14,000</td>
<td>$79,000</td>
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<tr>
<td></td>
<td>Total</td>
<td>1,086,688</td>
<td>$266,000</td>
<td>$104,000</td>
<td>$67,000</td>
<td>$467,000</td>
<td>0.43</td>
</tr>
</tbody>
</table>

Notes:
1. "Building" includes main controllers and field controllers (Bates only).
2. "Excess" includes main controllers and field controllers (Bates only).
3. "Network" includes transmitters for electric and natural gas.
4. "Gross" includes transmitters for electric and natural gas.

Notes:
1. "Excess" includes parking lot and security lighting.
2. "Common" includes corridors, stairs, gyms, cafeterias, and libraries.
3. "Other" includes offices, classrooms, bathrooms, and specialty rooms.
4. "Gross" is calculated using percentage of GSF completed to date (Total = 23%).
Preventive Maintenance Program (PMP):

During FY19 FMD planned and developed a comprehensive PMP, with an expected roll-out on July 1, 2019. The goal of our PMP is to optimize equipment performance, minimize equipment failures, extend the useful life of our equipment, increase occupant comfort, minimize energy use, and reduce greenhouse gas emissions. Once we install our ECMs, our PMP will sustain their performance, savings, and reductions. Typically, a PMP can reduce O&M costs by up to 15%. According to the Federal Energy Management Program (FEMP), “Studies indicate that [preventive maintenance] savings can amount to as much as 12% to 18% on average” (Operations and Maintenance Best Practices, Release 3.0, “A Guide to Achieving Operational Efficiency”).

FMD’s PMP is practical and realistic. That is, we were careful not to schedule more PM work hours than we had resources to complete. Although this seems to be intuitive, it meant that we had to carefully match our PM requirements to our available resources. We created and implemented our PMP in three steps. The three steps were collecting our FY18 work order (WO) data, analyzing the data, and then scheduling the work. More specifically, we sorted our FY18 WO data by building, classification (HVAC, Electrical, Plumbing, etc.), type (AHUs, boilers, chillers, etc.), and Technician. Next, we analyzed our data to determine our available resources. We then inventoried our existing equipment, calculated the PM time per equipment type, and determined our total PM requirements. At that point, we were able to match our PM requirements to our available resources. Finally, we scheduled our PM work and issued our WOs. Our PM WOs were scheduled to be evenly distributed by Technician, month, and building. We also ensured that our PMP workbook was interactive, dynamic, and versatile. For example, we designed our PMP to determine Facilities Conditions Indices, continuously update our Capital Equipment Replacement Plan, and even implement Monitoring-Based Commissioning (i.e., continuous commissioning). Overall, we surveyed 15 buildings (1,033,532 SF, 85%), inventoried 1,770 pieces of HVAC equipment, and scheduled 3,323 PM work hours. On average, we will issue 345 PM WOs in FY20 (~ 30/month). FMD’s cost to create and implement our PMP in-house was less than $0.01/SF. For comparison, the cost to outsource this work was $0.10/SF.

A related benefit of the PMP work was the development of a much more detailed and comprehensive Capital Equipment Replacement Plan (CERP), which will be used in FMD’s capital plan to strategically address major MEP items as they approach end of life.
CUSTODIAL

FMD’s custodial goal in FY19 was to maintain the same high level of care that resulted in us being given a national award for green cleaning in FY18. Custodial highlights for FY19 were related to continued improvements in custodial operations and service at municipal and school buildings. Specialty training in key custodial areas was provided in the form of professional development sessions, vendor demonstrations, on-line training, as well as hands on training. We implemented an online-based training system through our partnership with our insurance carrier MIIA (Massachusetts Interlocal Insurance association). They provided us with an online training program for regulatory training and other professional development areas. New custodial cleaning equipment was purchased to improve efficiency and to continue to meet our sustainability goals. We also collaborated with several Town entities on continually improving our recycling efforts.

**Training:** During the course of the year, we held professional development sessions that addressed many topics including the introduction of on-line training based modules to meet new DLS/OSHA regulations. Training modules included: Personal Protective Equipment, Equipment Safety, Power Tool Safety, Electrical and Fire Safety, Preventing Accidents in the Workplace, Means of Egress, Ladder Safety, Fall Protection, Global SDS and the Hazardous Communication Standards, Bloodborne Pathogens for Public Entities, Lawn Care Equipment Safety, Dealing with Cold Stress, Emergency Preparation and Egress, Commercial Motor Vehicle Safety, Lockout/Tagout, Workplace Ergonomics, Absorbents and Spills, Preventing Slips, Trips and Falls, and Basic First Aid. These sessions were approximately an hour long and required staff to pass a competency evaluation upon
completion, with a score of 80% or better to pass each module. These are provided by MIIA at no cost to the Town, and as part of this program, we are provided with completion reports to help us track training progress and identify those who need to be brought up to date on their training and those that are compliant. We are also in process of collaborating with Grainger to provide some online training that MIIA does not currently possess. These training modules are for Asbestos Awareness, Aerial Work Platform Safety, and some other additional modules to augment our other online training. One of our third party vendors, Hillyard, assisted with one of our professional development sessions providing Proper Battery Selection and Maintenance, which explained the different types of batteries utilized to power autoscrubbers, or walk behind burnishers, the pros and cons of each, how to properly store, and maintain each type of battery. Our Hillyard rep also explained a summary of the OSHA regulations for battery care and maintenance. Caring for Cleaning Equipment and why Mechanization, in this session proper care and use of autoscrubbers and burnishers was explained in detail. Also the efficiencies and benefits of providing a safe, clean, and healthy environment for our workers and customers. We also tested the latest and eventually purchased autoscrubbers and burnishers (see images below), targeting their use for the larger buildings like the High School and Middle School. Besides the above listed equipment we partnered with MD Stetson on a training refresher on our current Unger Exterior Window Cleaning system and two new award winning products, the Unger Excella Flat mop & Wax Unit and the Unger Stingray Interior Window Washing Unit.

**Equipment:** The team’s ability to provide such a high level of custodial care is due in part to investments that the Town has made in providing the latest in custodial equipment. Instead of simply replacing equipment “in-kind” as it reaches the end of service life, we continually look for opportunities to improve our equipment by doing our own research, “piloting” and testing. We “test drove” and eventually purchased several new pieces of equipment which we felt will help keep our staff providing the highest level of custodial operations.

We also purchased an Excella Flat mop unit, which has the ability to be a self-contained mop system. The handle is ergonomically designed. It swivels to decrease wrist fatigue and can be adjusted to the height of the user. There are two cartridges provided where a cleaning solution such as Orbio can be used in aiding in a quick spill clean-up, or used in daily floor care. The flat mops are microfiber, which aids in capturing more dirt. The Excella also converts to a backpack-waxing unit, which makes it highly versatile. This system won the Innovation Award at ISSA InterClean Show in 2018.

The Unger Stingray is an interior window cleaning system that utilizes our Orbio cleaning product in a battery-fed pump cartridge. The jets in the center of the triangular microfiber head spray the cleaning solution onto the cloth. The window is then washed without any mess or spills. It has extension poles that snap into place to reach higher spots without the aid of a ladder, or spotter. This unit eliminates the use of brushes, squeegees, rags, or ladders to perform interior window cleaning work. Images of some of the newer equipment purchased are shown below:
Recycling: At the start of the 2019 school year with the cooperation of the RDF and Whitson’s, we implemented a food waste composting program at the Wellesley Middle School. This recovers between approximately 30 to 65 gallons of food compost waste at the Middle School on a weekly basis. As we partner and expand the process we may be able to capture more waste from the cafeteria and from the food prep process.

**STAFFING**

Below is a summary of key personnel changes for FY19, including: terminations, resignations, transfers and new hires/replacements.
LOOKING AHEAD

In FY20 and beyond, FMD will continue to focus its efforts on planning, design and construction, while continuing to provide a high level of service in support of day-to-day operations. Facing the $192M building program over the next 5 to 8 years, the FMD will be a key partner with other boards, committees and departments to ensure the best possible outcomes for these projects.

Over 75% of the $192M capital budget comes from four major projects that will be FMD’s primary focus in FY20:

1. Hunnewell School final design (dependent upon funding at December 2019 STM)
2. Upham/Hardy MSBA project feasibility study
3. Town Hall Annex feasibility study – 2020 ATM request for design funds
4. Town Hall Interior Renovation - 2020 ATM request for design funds

I’m pleased to answer any questions you may have regarding this report.
Wellesley Animal Control Monthly Report
July 2019

7/12 I visited with seniors at the BBQ hosted by the Police Dept. at the Tolles Parson Senior Center.

7/16 I met with the ACOAM committee at the Weston PD. We finished working on updating history of the organization for WEB site and preparation to submit for the Outstanding State Association award with the National Animal Care and Control Association annual conference/training in the fall.

7/20 I participated at the July Jubilation event on Central St. I set up pop up tent and tables with information about animals in Wellesley. I also spoke to eight people who had brought dogs to the event during the morning hours. There was a heat advisory for the day so it was dangerous for the animals. Having plenty of water to drink would not prevent dogs from collapsing due to the combination of heat and humidity.

I also suggested the owners walk in bare feet to feel what the dogs were walking on and how it could damage the pads of their paws.

Owners were receptive to the information and then realized it was safer to take their dogs home immediately.

I monitored the petting zoo which was set up in an empty store front with air-conditioning. They had set up a hand wash station for people and were enforcing that both kids and adults wash hands after handling the animals. This was important as recently at another petting zoo event there was serious illness to children due to not having a wash station.

On a recent call I needed extra tools and I called for assistance from the Fire Dept. for assistance. A senior dog, which was deaf and blind, had entangled its hind leg on a wire basket. Extra tools were needed to safely rescue the dog. I then assisted owner with getting dog into her car so she could have the dog checked out by her veterinarian. See attached note from dog owner

One racing pigeon was found in town. I was unable to locate the owner from the band. The club president did not have current contact for the owner. The bird was undernourished and was placed with a veterinarian technician for rehabilitation and adoption.

A Red Tail hawk that had been picked up in May with a broken shoulder was returned to release back in its home territory. The volunteer who drove it out to Tufts Wildlife clinic in Grafton was available to pick it up and bring it back to the North 40 for release. She had her grandchildren meet us there so they could see the release. Attached are photos of the hawk’s release. Hawks are a good way to control rodent populations without having to put out poisons in our environment.
Coyotes attacked a fawn on Longmeadow Rd. A home owner scared off the coyotes. I transported the fawn to local veterinarian to have it euthanized due to injuries. Coyotes were doing natural behavior. They do help to keep down the number of deer in the environment. Too many deer effect the balance of our environment and predators help keep a balance.

Follow up with Board of Health and DPW about beaver activity on Lowell Rd which is affecting the storm drainage system.

**Breakdown of enforcement**

110 Warnings (81 unvaccinated, 10 unlicensed)
22 Citations (11 unvaccinated, 9 unlicensed)
4 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**

7/8 I attended the World of Wellesley board meeting at the community center.

7/13 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.

I continue working with Linkup Education Network and coordinate their SafePeopleSafePets program.

I continue to help set up weekly trainings for Search and Rescue ground searchers and k-9 handlers.
Month of: **July 2019**

- **14** Loose/Uncontrolled
- **1** Bite
- **1** Bark
- **35** Wild
- **9** Cat
- **13** Other

- **6** Loose/Uncontrolled
- **1** Bite
- **1** Bark
- **11** Wild
- **6** Cat
- **6** Other

Report filed/Assistance given: **12**
Gone on arrival/Quiescent: **13**

- **132** Total actions taken
  - **10** Warning
  - **10** Loose
  - **19** Unlicensed
  - **81** Unvaccinated
  - **2** $50.00 Loose
  - **9** $25.00 Unlicensed
  - **11** $50.00 unvaccinated

- **26** Total Animals Picked Up

<table>
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<tr>
<th>Dog</th>
<th>Cat</th>
<th>Domestic</th>
<th>Wild</th>
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</thead>
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<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **On Hand Begins**
- **Hospital**
- **Truck**
- **Station**
- **Dead on Arrival**

- **5**
  - **7** Returned to owner/wildlife released
  - **1** Adopted
  - **4** Transferred to humane shelter
  - **9** Euthanized
  - **9** Deceased-unclaimed
  - **On hand end**
Wellesley Animal Control Monthly Report

JULY 2019

Number of calls received daily:

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<thead>
<tr>
<th>Day</th>
<th>Calls</th>
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<tr>
<td>1</td>
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</tr>
<tr>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>30</td>
<td>6</td>
</tr>
<tr>
<td>31</td>
<td>6</td>
</tr>
</tbody>
</table>

Average calls per day: 11-12

Total Calls this year: 235

Type of Calls

- 12 Lost/Found Dogs
- 17 Lost/Found Cats
- 18 Cat nuisance
- 15 Cat rabies vaccination
- 9 Dog rabies vaccination
- 5 Licensing
- 62 Wildlife
- 21 Dead animal
- 10 Adoptions
- 49 Other

Violation calls

- 7 Loose/uncontrolled
- 2 Bite
- 0 Bark
- 0 Other

Total Violation calls this year: 17

Anonymous 64
Volunteer Form

Town of Wellesley Volunteer Form

Wellesley’s Town Government relies heavily on volunteers --- those who are recruited, those who are recommended, and those who offer their own services. The appointment of members to various special committees and boards is the responsibility of the Town Moderator and several elected boards. This form will help those making appointments identify individuals who are willing to serve. Besides the committees listed below, there are numerous other opportunities and this form will help in making appointments to those as well.

For information on the activities and responsibilities of various boards and committees look at the Town’s website (www.wellesleyma.gov), or contact a member of a board or committee in which you are interested. For additional information look at the Town Report, available at the Town’s website, the Town Clerk’s office, and the Wellesley Free Library.

<table>
<thead>
<tr>
<th>Name</th>
<th>RICK KAM</th>
</tr>
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<tbody>
<tr>
<td>Email Address</td>
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</tr>
<tr>
<td>Address</td>
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<tr>
<td>City</td>
<td>Wellesley</td>
</tr>
<tr>
<td>State</td>
<td>Massachusetts</td>
</tr>
<tr>
<td>Zip Code</td>
<td>02481</td>
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<td>Home Phone Number</td>
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</tr>
<tr>
<td>Work Phone Number</td>
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<tr>
<td>Committees of Interest</td>
<td>Design Review Board, Wellesley Cultural Council, Youth Commission</td>
</tr>
<tr>
<td>Background/Experience</td>
<td>My name is Rick Kam and I am going to be a new resident in this beautiful town of Wellesley.</td>
</tr>
</tbody>
</table>
I grew up a Canadian and I have been under the influence of multi-culturalism my whole life. We learn and accept each culture's uniqueness and celebrate the beauty of our differences. Also I did win a city-hosted poster design contest for the exact same topic, celebration of multi-culturalism at home.

Also I will have a baby son soon so I'd love to know what young people are thinking and what they are concerned with, and see if the town can provide the necessary resources to fill in the gaps.

<table>
<thead>
<tr>
<th>Local Government Experience</th>
<th>No governmental experience.</th>
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</thead>
<tbody>
<tr>
<td>Particular area of interest, if any</td>
<td>Culture, art, health, child/youth development</td>
</tr>
</tbody>
</table>

Email not displaying correctly? [View it in your browser.]
August 15, 2019

Sheryl Strother  
Finance Director  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482

Dear Ms. Strother:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2018 qualifies for GFOA’s Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

[Signature]

Michele Mark Levine  
Director, Technical Services Center
What would the November 2018 CPA Trust Fund Distribution have looked like if the new CPA revenue was included?

Predicting future CPA Trust Fund distributions is nearly impossible due to several variables that affect the revenue year-to-year. However, we can calculate approximately what CPA communities would have received in their November 2018 Trust Fund distribution had the new revenue stream had been in place. Below we compare the actual distributions from the CPA Trust Fund in November of 2018 with a new figure that shows what the impact of the new revenue would have been.

*Please note: the November 2018 figures do not include the additional funding communities received from the state budget surplus. These figures compare only the revenue generated by the old and new CPA fee structure at the state’s Registries of Deeds.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Distribution Amount from CPA Trust Fund - November 2018*</th>
<th>Percentage Reimbursement from CPA Trust Fund - November 2018*</th>
<th>Estimated Distribution Amount from CPA Trust Fund with New CPA Revenue</th>
<th>Estimated Percentage Reimbursement from CPA Trust Fund with New CPA Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABINGTON</td>
<td>$ 51,335</td>
<td>13.8%</td>
<td>$ 122,631</td>
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</tr>
<tr>
<td>ACTON</td>
<td>$ 136,865</td>
<td>13.8%</td>
<td>$ 326,946</td>
<td>33.0%</td>
</tr>
<tr>
<td>ACUSHNET</td>
<td>$ 21,022</td>
<td>13.8%</td>
<td>$ 50,219</td>
<td>33.0%</td>
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<tr>
<td>AGAWAM</td>
<td>$ 69,906</td>
<td>13.8%</td>
<td>$ 166,992</td>
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<tr>
<td>AMHERST</td>
<td>$ 206,647</td>
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<td>AQUINNAH</td>
<td>$ 62,109</td>
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<td>$ 477,660</td>
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<tr>
<td>ASHLAND</td>
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<td>$ 14,252</td>
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<td>BELMONT</td>
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<td>BEVERLY</td>
<td>$ 108,262</td>
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<td>$ 258,619</td>
<td>33.0%</td>
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<tr>
<td>BILLERICA</td>
<td>$ 126,645</td>
<td>13.8%</td>
<td>$ 302,533</td>
<td>33.0%</td>
</tr>
</tbody>
</table>
What would the November 2018 CPA Trust Fund Distribution have looked like if the new CPA revenue was included?

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<th>Percentage Reimbursement from CPA Trust Fund - November 2018*</th>
<th>Estimated Distribution Amount from CPA Trust Fund with New CPA Revenue</th>
<th>Estimated Percentage Reimbursement from CPA Trust Fund with New CPA Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOSTON</td>
<td>$2,622,000</td>
<td>13.8%</td>
<td>$6,263,498</td>
<td>33.0%</td>
</tr>
<tr>
<td>BOURNE</td>
<td>$213,882</td>
<td>15.7%</td>
<td>$512,020</td>
<td>37.7%</td>
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<tr>
<td>BOXBOROUGH</td>
<td>$23,897</td>
<td>13.8%</td>
<td>$57,086</td>
<td>33.0%</td>
</tr>
<tr>
<td>BOXFORD</td>
<td>$138,020</td>
<td>19.8%</td>
<td>$331,457</td>
<td>47.6%</td>
</tr>
<tr>
<td>BRAINTREE</td>
<td>$101,063</td>
<td>13.8%</td>
<td>$241,423</td>
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<tr>
<td>BREWSTER</td>
<td>$159,754</td>
<td>17.2%</td>
<td>$382,937</td>
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<tr>
<td>BRIDGEWATER</td>
<td>$85,051</td>
<td>13.8%</td>
<td>$203,172</td>
<td>33.0%</td>
</tr>
<tr>
<td>CAMBRIDGE</td>
<td>$1,611,734</td>
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</tr>
<tr>
<td>CANTON</td>
<td>$80,185</td>
<td>13.8%</td>
<td>$191,547</td>
<td>33.0%</td>
</tr>
<tr>
<td>CARLISLE</td>
<td>$63,376</td>
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<tr>
<td>CARVER</td>
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<td>26.2%</td>
<td>$293,968</td>
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<td>CHELMSFORD</td>
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<td>CHELSEA</td>
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<tr>
<td>CHILMARK</td>
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<td>COHASSET</td>
<td>$68,690</td>
<td>13.8%</td>
<td>$164,089</td>
<td>33.0%</td>
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<th>Estimated Percentage Reimbursement from CPA Trust Fund with New CPA Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCORD</td>
<td>$162,466</td>
<td>13.8%</td>
<td>$388,104</td>
<td>33.0%</td>
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<tr>
<td>CONWAY</td>
<td>$79,745</td>
<td>94.7%</td>
<td>$84,190</td>
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<tr>
<td>DARTMOUTH</td>
<td>$92,928</td>
<td>13.8%</td>
<td>$221,989</td>
<td>33.0%</td>
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<tr>
<td>DEERFIELD</td>
<td>$92,235</td>
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<td>$212,678</td>
<td>100.0%</td>
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<tr>
<td>DENNIS</td>
<td>$197,688</td>
<td>15.9%</td>
<td>$473,335</td>
<td>38.1%</td>
</tr>
<tr>
<td>DIGHTON</td>
<td>$13,353</td>
<td>13.8%</td>
<td>$31,897</td>
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<tr>
<td>DRACUT</td>
<td>$128,321</td>
<td>13.8%</td>
<td>$306,536</td>
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<tr>
<td>DUNSTABLE</td>
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<td>35.7%</td>
<td>$226,939</td>
<td>86.2%</td>
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<tr>
<td>DUXBURY</td>
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<tr>
<td>EAST LONGMEADOW</td>
<td>$36,398</td>
<td>13.8%</td>
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<tr>
<td>EASTHAM</td>
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<td>EASTHAMPTON</td>
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<td>EDGARTOWN</td>
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<tr>
<td>ESSEX</td>
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<td>13.8%</td>
<td>$51,150</td>
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<tr>
<td>FAIRHAVEN</td>
<td>$51,580</td>
<td>13.8%</td>
<td>$123,215</td>
<td>33.0%</td>
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</tbody>
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What would the November 2018 CPA Trust Fund Distribution have looked like if the new CPA revenue was included?

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</tr>
</thead>
<tbody>
<tr>
<td>FALL RIVER</td>
<td>$130,111</td>
<td>13.8%</td>
<td>$310,813</td>
<td>33.0%</td>
</tr>
<tr>
<td>FALMOUTH</td>
<td>$427,789</td>
<td>14.7%</td>
<td>$1,023,007</td>
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<tr>
<td>GEORGETOWN</td>
<td>$116,184</td>
<td>25.1%</td>
<td>$279,732</td>
<td>60.5%</td>
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<tr>
<td>GLOUCESTER</td>
<td>$89,213</td>
<td>13.8%</td>
<td>$213,115</td>
<td>33.0%</td>
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<tr>
<td>GOSHEN</td>
<td>$65,290</td>
<td>100.0%</td>
<td>$65,290</td>
<td>100.0%</td>
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<tr>
<td>GOSNOLD</td>
<td>$406</td>
<td>13.8%</td>
<td>$971</td>
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<tr>
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<td>GRANVILLE</td>
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<td>33.0%</td>
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<td>GREAT BARRINGTON</td>
<td>$108,142</td>
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<tr>
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<td>$343,987</td>
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</tr>
<tr>
<td>GROVELAND</td>
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<tr>
<td>HADLEY</td>
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<td>31.5%</td>
<td>$202,372</td>
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<tr>
<td>HAMILTON</td>
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<td>13.8%</td>
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<tr>
<td>HAMPDEN</td>
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<tr>
<td>HANOVER</td>
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<td>17.4%</td>
<td>$423,139</td>
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<tr>
<td>HANSON</td>
<td>$28,179</td>
<td>13.8%</td>
<td>$67,314</td>
<td>33.0%</td>
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</tbody>
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</tr>
</thead>
<tbody>
<tr>
<td>HARVARD</td>
<td>$31,234</td>
<td>13.8%</td>
<td>$74,611</td>
<td>33.0%</td>
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<tr>
<td>HARWICH</td>
<td>$220,978</td>
<td>16.1%</td>
<td>$529,191</td>
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</tr>
<tr>
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<td>HINGHAM</td>
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<td>13.8%</td>
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<td>HOLLISTON</td>
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<td>13.8%</td>
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<td>HOLYOKE</td>
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</tr>
<tr>
<td>HULL</td>
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<td>$135,624</td>
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<tr>
<td>KINGSTON</td>
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<td>LEXINGTON</td>
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<tr>
<td>LINCOLN</td>
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<td>$343,202</td>
<td>44.5%</td>
</tr>
<tr>
<td>LITTLETON</td>
<td>$156,545</td>
<td>18.9%</td>
<td>$375,709</td>
<td>45.2%</td>
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<tr>
<td>LONGMEADOW</td>
<td>$49,013</td>
<td>13.8%</td>
<td>$117,083</td>
<td>33.0%</td>
</tr>
<tr>
<td>MALDEN</td>
<td>$89,711</td>
<td>13.8%</td>
<td>$214,305</td>
<td>33.0%</td>
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<td>MANCHESTER</td>
<td>$48,672</td>
<td>13.8%</td>
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<td>33.0%</td>
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<tr>
<td>MARION</td>
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<td>MARSHFIELD</td>
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<td>15.9%</td>
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<td>38.2%</td>
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<tr>
<td>MASHPEE</td>
<td>$214,891</td>
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<tr>
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<td>$36,353</td>
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<td>MEDFORD</td>
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<td>13.8%</td>
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</tr>
<tr>
<td>MEDWAY</td>
<td>$142,093</td>
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<tr>
<td>MENDON</td>
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<td>78.3%</td>
</tr>
<tr>
<td>MIDDLEBOROUGH</td>
<td>$38,047</td>
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<tr>
<td>MIDDLETON</td>
<td>$30,952</td>
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<td>$73,940</td>
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<td>MILLIS</td>
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<td>MONSON</td>
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<td>NAHANT</td>
<td>$76,010</td>
<td>36.4%</td>
<td>$183,546</td>
<td>87.8%</td>
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<td>NANTUCKET</td>
<td>$326,916</td>
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<td>$782,039</td>
<td>35.9%</td>
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<td>NEEDHAM</td>
<td>$318,096</td>
<td>13.8%</td>
<td>$759,875</td>
<td>33.0%</td>
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<td>NEW BEDFORD</td>
<td>$138,257</td>
<td>13.8%</td>
<td>$330,272</td>
<td>33.0%</td>
</tr>
<tr>
<td>NEWBURYPORT</td>
<td>$121,574</td>
<td>13.8%</td>
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<td>33.0%</td>
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<tr>
<td>NEWTON</td>
<td>$446,175</td>
<td>13.8%</td>
<td>$1,065,835</td>
<td>33.0%</td>
</tr>
<tr>
<td>NORFOLK</td>
<td>$32,368</td>
<td>13.8%</td>
<td>$77,322</td>
<td>33.0%</td>
</tr>
<tr>
<td>NORTH ANDOVER</td>
<td>$265,477</td>
<td>15.7%</td>
<td>$635,491</td>
<td>37.5%</td>
</tr>
<tr>
<td>NORTHAMPTON</td>
<td>$209,099</td>
<td>17.3%</td>
<td>$501,252</td>
<td>41.4%</td>
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<tr>
<td>NORTHBOROUGH</td>
<td>$78,219</td>
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<td>33.0%</td>
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<td>NORTHFIELD</td>
<td>$2,933</td>
<td>13.8%</td>
<td>$7,007</td>
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<tr>
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<td>17.2%</td>
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<td>NORWOOD</td>
<td>$81,940</td>
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<tr>
<td>OAK BLUFFS</td>
<td>$117,326</td>
<td>20.1%</td>
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<tr>
<td>ORLEANS</td>
<td>$143,733</td>
<td>18.5%</td>
<td>$344,887</td>
<td>44.5%</td>
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<tr>
<td>PEABODY</td>
<td>$115,691</td>
<td>13.8%</td>
<td>$276,365</td>
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<tr>
<td>PELHAM</td>
<td>$69,951</td>
<td>100.0%</td>
<td>$69,951</td>
<td>100.0%</td>
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</tr>
</thead>
<tbody>
<tr>
<td>PEMBROKE</td>
<td>$41,090</td>
<td>13.8%</td>
<td>$98,156</td>
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<tr>
<td>PHILLIPSTON</td>
<td>$46,807</td>
<td>100.0%</td>
<td>$46,807</td>
<td>100.0%</td>
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<tr>
<td>PITTSFIELD</td>
<td>$59,237</td>
<td>13.8%</td>
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<tr>
<td>PLYMOUTH</td>
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<td>PLYMPTON</td>
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<tr>
<td>QUINCY</td>
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<td>13.8%</td>
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<td>RANDOLPH</td>
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<td>REHOBOTH</td>
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<td>13.8%</td>
<td>$67,991</td>
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<tr>
<td>ROCKLAND</td>
<td>$51,942</td>
<td>13.8%</td>
<td>$124,080</td>
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<tr>
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<td>ROYALSTON</td>
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<tr>
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<tr>
<td>SANDWICH</td>
<td>$261,093</td>
<td>15.7%</td>
<td>$625,018</td>
<td>37.6%</td>
</tr>
<tr>
<td>SCITUATE</td>
<td>$232,399</td>
<td>15.6%</td>
<td>$556,253</td>
<td>37.2%</td>
</tr>
</tbody>
</table>
**What would the November 2018 CPA Trust Fund Distribution have looked like if the new CPA revenue was included?**

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<th>Estimated Percentage Reimbursement from CPA Trust Fund with New CPA Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEEKONK</td>
<td>$45,457</td>
<td>13.8%</td>
<td>$108,590</td>
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<td>$5,737</td>
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<tr>
<td>SOMERSET</td>
<td>$29,676</td>
<td>13.8%</td>
<td>$70,892</td>
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<tr>
<td>SOMERVILLE</td>
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<td>13.8%</td>
<td>$749,538</td>
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<td>SOUTHAMPTON</td>
<td>$92,355</td>
<td>43.3%</td>
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<tr>
<td>SOUTHBOROUGH</td>
<td>$44,711</td>
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<tr>
<td>SOUTHWICK</td>
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<td>SPRINGFIELD</td>
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<td>STOCKBRIDGE</td>
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<td>34.8%</td>
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<td>STOUGHTON</td>
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<td>$233,414</td>
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<tr>
<td>STOW</td>
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<tr>
<td>STURBRIDGE</td>
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<tr>
<td>SWANSEA</td>
<td>$44,193</td>
<td>13.8%</td>
<td>$105,569</td>
<td>33.0%</td>
</tr>
</tbody>
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<tbody>
<tr>
<td>TEMPLETON</td>
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<td>TEWKSBURY</td>
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<td>$291,611</td>
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<td>TISBURY</td>
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<td>$954,063</td>
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<td>WAREHAM</td>
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<td>22.2%</td>
<td>$267,059</td>
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<tr>
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<td>WEST BRIDGEWATER</td>
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<td>$60,443</td>
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<tr>
<td>WEST NEWBURY</td>
<td>$94,846</td>
<td>30.8%</td>
<td>$228,758</td>
<td>74.4%</td>
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<tr>
<td>WEST SPRINGFIELD</td>
<td>$53,972</td>
<td>13.8%</td>
<td>$128,931</td>
<td>33.0%</td>
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<td>WEST TISBURY</td>
<td>$100,278</td>
<td>23.7%</td>
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<td>WESTFIELD</td>
<td>$61,627</td>
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<td>WESTFORD</td>
<td>$277,054</td>
<td>15.6%</td>
<td>$663,146</td>
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<tr>
<td>WESTON</td>
<td>$313,360</td>
<td>15.1%</td>
<td>$749,656</td>
<td>36.0%</td>
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<tr>
<td>WESTPORT</td>
<td>$70,601</td>
<td>13.8%</td>
<td>$168,654</td>
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<tr>
<td>WEYMOUTH</td>
<td>$105,111</td>
<td>13.8%</td>
<td>$251,091</td>
<td>33.0%</td>
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<tr>
<td>WHATELRY</td>
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<td>83.4%</td>
<td>$82,887</td>
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<tr>
<td>WILBRAHAM</td>
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<td>$119,601</td>
<td>33.0%</td>
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<tr>
<td>WILLIAMSTOWN</td>
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<td>$82,270</td>
<td>33.0%</td>
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<td>WRENTHAM</td>
<td>$34,707</td>
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<td>$82,909</td>
<td>33.0%</td>
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<tr>
<td>YARMOUTH</td>
<td>$261,267</td>
<td>15.3%</td>
<td>$625,216</td>
<td>36.7%</td>
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</table>
More Money for CPA!
Everything You Need to Know
History of This Legislation

2005 – Planning began
2007 – Legislation filed
2012 – Partial Success
2013 – Starting Over
2019 – Final Success!
Key Legislators

Senator Cynthia Stone Creem

Former Representative Steven Kulik

Representative Ann-Margaret Ferrante

Senate President Karen Spilka

House Ways & Means Chair Aaron Michlewitz

Senate Ways & Means Chair Michael Rodrigues

Speaker of the House Robert DeLeo

Senate Minority Leader Brad Jones

House Minority Leader Bruce Tarr
Keys To Success

- Popularity of CPA
- Strong Push from Municipalities
- Jobs!
- Little Opposition
- Strong Push from Advocates
What Was Signed Into Law?

Part One: Permanent Increase in Registry Fees

Most documents filed at the Registries of Deeds:

$20 \rightarrow $50

Municipal lien certificates at the Registries of Deeds:

$10 \rightarrow $25
Annual CPA Revenue

Current: $24 Million

New Fees: $36 Million

Total: $60 Million
Timetable

**October 31, 2019:** Balance in Trust Fund distributed for 2019 match

**November 1, 2019:** New 12 month “Trust Fund Year” begins. Old fees still in place.

**December 31, 2019:** New fees begin at Registries of Deeds

**November 15, 2020:** First distribution that will include 10 months of new revenue

**November 15, 2021:** First distribution to include a full year of new revenue
What Will Each City/Town Receive?

Future Results Will Vary

- Local Surcharge of 175 will rise
- New Communities?
- Registry of Deeds activity?
New State Match Example

(Based on Fall 2018 Distribution)

Town of Abington

November 2018: $51,335 (13.8% Match)

With Increase: $122,631 (33% match)
What Else Was Signed Into Law?
Part Two: Surplus Funding for Fall 2019

$20 million!*
Surplus Timetable

• **Soon**: DOR calculates actual FY19 surplus as of 6/30

• **September/October**: Supplemental FY19 Budget Bill, Spends some or all of surplus

• **Early November**: Comptroller announces **consolidated net surplus (that’s us!)**
Distribution of Consolidated Net Surplus

First: $10 million to Life Sciences

Second: $20 million to CPA
<table>
<thead>
<tr>
<th>Year</th>
<th>Included in Budget</th>
<th>Actually Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$25m</td>
<td>$25m</td>
</tr>
<tr>
<td>2014</td>
<td>$25m</td>
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<td>2016</td>
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<tr>
<td>2017</td>
<td>$10m</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>$10m</td>
<td>$10m</td>
</tr>
</tbody>
</table>
Questions?
Call the Coalition Staff at 617-367-8998
Hi everyone,

As you probably know, the Massachusetts legislature passed and Governor Baker signed new legislation that will increase CPA funding for future years. The increases will come in several steps. I attended a brief seminar with the Community Preservation Coalition last week, so it is appropriate that I share the information.

1. The current year distribution (2019) the state first round match was expected to shrink further below last November’s match of 13.8% ($171,975) to somewhere in the 11% to 13% range.

2. However, the legislature passed an additional CPA appropriation of $20 million taken from the budget surplus for the fiscal year. This money will be available to the CPA Trust Fund as long as the legislature does not dip into it to fund the Supplemental FY19 Budget Bill. Confusing, yes, but basically the state has until October 31 to decide whether or not to spend the entire budget surplus on other things. Anything left over will become the Consolidated Net Surplus (CNS) and is earmarked for two programs - $10 M for Life Sciences (first) and $20 M for the CPA Trust Fund (second after the Life Sciences fund). If the CPA gets the full $20M, the first round match will increase to about 22% this November.

3. More permanently, the legislature passed an increase in the real estate fees at the county registry. This increase goes in effect in January 2020 and is expected to yield an extra $36 million annually for the CPA trust fund, increasing the funds available from the current $24 million to about $60 million by 2021. The increases will only be in effect for 10 months leading to the November 15, 2020 CPA distribution so we won’t see the full impact of the increases until November 2021.

4. Wellesley’s first round match will increase to about 33% by November 2021. That will be about $411,000 at current levels (not accounting for our local levy increases).

I’ve attached two documents that go into this more fully. Keep in mind that all the numbers are only projections at this time.

Any questions? Feel free to ask.

Allan Port
Vice Chair, Wellesley Community Preservation Committee
(781) 504-7804
August 13, 2019

TO: Wellesley Board of Selectmen

RE: Wellesley Office Park Natural Gas Proposal

Dear Board of Selectmen,

The Natural Resources Commission has been closely following the plans for development of the Wellesley Office Park site. It has come to our attention that the current proposal includes the installation of natural gas-powered heating systems in more than 300 new residential units.

The NRC objects to this large expansion of natural gas infrastructure in Wellesley. For years, we have actively and unsuccessfully sought the repair of the nearly 200 gas leaks in our community, which are causing damage to and loss of the Town’s public shade trees. Increasing the Town’s reliance on natural gas heating in these residential units will only exacerbate future problems with this aging infrastructure and place our Town’s tree canopy at further risk.

Furthermore, methane is a potent greenhouse gas, and the inclusion of natural gas in this project is in direct conflict with the Unified Plan and the Town’s greenhouse gas emissions reduction goals.

As the Wellesley Office Park builds infrastructure for the Town’s future, we should insist that these units not increase our reliance on fossil fuels. Instead, the units should be constructed with modern, high-efficiency electric heat pumps – the heating choice for the future of the Commonwealth.

We ask that you apply whatever influence you have on this project to ensure that these residences are built in a forward-thinking manner that will not threaten our Town’s tree canopy.

On behalf of the board,

Regina LaRocque, Chair

Wellesley Natural Resources Commission
CC: Wellesley Sustainable Energy Committee, Wellesley Municipal Light Plant
Vehicle Circulation

Parking Capacity

<table>
<thead>
<tr>
<th>PARKING SUMMARY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>HC</td>
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<tr>
<td></td>
<td>30 min.</td>
</tr>
<tr>
<td></td>
<td>Standard</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>61</td>
</tr>
</tbody>
</table>
Project Challenges

- Maximizing Parking within a Tight Narrow Area
- Avoid Utility Impacts (Electric Box)
- Parking Needs Evaluation
- Remain Sensitive to Green Space
- Overcoming Resistance to Change

Concept #1 – Low Cost

<table>
<thead>
<tr>
<th>PARKING SUMMARY</th>
<th>Before</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td>HC</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>30 min.</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Standard</td>
<td>50</td>
<td>53</td>
</tr>
<tr>
<td>On-Street</td>
<td>-</td>
<td>2</td>
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<tr>
<td>(additional)</td>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>61</td>
<td>67</td>
</tr>
</tbody>
</table>

*+ 1 live parking space
Concept #2 – Higher Cost

**PARKING SUMMARY**

<table>
<thead>
<tr>
<th></th>
<th>Before</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td>HC</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>30 min.</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Standard</td>
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<td>58</td>
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<tr>
<td>On-Street</td>
<td>-</td>
<td>2</td>
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<tr>
<td>(additional)</td>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>61</td>
<td>72</td>
</tr>
</tbody>
</table>

Washington St. at Cliff Rd. & Seaward Rd.
Alternative 2
Alternative 1
Temporary Trial Period/Short Term Improvements

Wellesley Hills Station

Entrance Only
Cones/Barrels

Washington Street (Route 16)
Abbott Road
Long Term – Option 1

- Crosswalks
- New Sidewalk
- Add Parking Entrance Only
- Green Space
- Remove Parking

Abbott Road
Washington Street (Route 16)
Wellesley Hills Station

18′ ± Existing
15′ ± Existing
16′ ± Existing
8′ ± Existing
8′ ± Existing
14′ ± Existing
15′ ± Existing
5′ ± Existing
Long Term – Option 2 (Additional Parking & Crosswalk)

- 3 New Parking Spaces
- Scored Area With Crosswalks
- New Sidewalk
- Move Mailboxes
- Add Parking
- Entrance Only
- Remove Parking
- Green Space

Washington Street (Route 16)
Abbott Road
Streetscape Improvements (Looking West)
Streetscape Improvements (Looking North)

Existing Conditions

Proposed Conditions
Thank You!
Eliminate non-standard parking space, adjust curbside.

Change parking time limit from 2 hours to 30 minutes.

Create accessible pedestrian pathway.

Determine what the transformer pad supports.

Loading zone.
Dear Town Administrator,

What is your town's position in the cannabis industry? Are you currently in discussions with the community, peers, and counterparts? Are you aware of what the tax revenues the industry is generating in Massachusetts? In the 1st quarter of 2019, sales exceeded 100 million dollars with just a handful of stores. The cannabis industry is rapidly expanding in the state. Based on our research over the last five years, we can expect this growth to continue for the next six years. Industry experts predict that in Massachusetts alone the market value will be over 1.8 billion dollars within six years!

If you have read this far thank you for your time and effort. My team and I truly appreciate you taking a couple of minutes to read our letter. I am Heath Gaffney, President, and co-founder of MJ’s Market. MJ’s Market is a registered C-corporation in Massachusetts with a talented executive team, amazing advisers, and a local group of SEC-approved investors. We are a team of dedicated and talented individuals from various aspects of business. I am an entrepreneur now involved with my third startup company with over 25 years’ experience and expertise in security solutions. My business partner and co-founder Brian Foley, a mechanical engineer by trade, with over 20 years leading product design teams, holds over 13 patents within his current position. Our CFO, Jay Pearson, has a master’s degree in Accounting, has been a Certified Public Accountant for over 15 years. Our advisers, including Zach Harvey, is an industry expert and is well known throughout the state in this emerging market. MJ’s Market has industry partners and relations throughout Massachusetts with many other companies like our team.

MJ’s Market is reaching out to you to introduce ourselves and share our experience, knowledge, and research with you, your elected officials, and those wishing to learn about the ins/outs of the industries benefits to your municipality. I urge you to reach out to me via email at hg@maryjmarket.com or call me at 603-759-7176 to arrange a time to discuss what we have learned and experienced over the past 3 years. Specifically, to discuss where your community may benefit within the cannabis industry. Where would you like to be, and could MJ’s Market can help you in any way? Wait, what is the catch? There is none; we are willing to talk and help whomever we can without return, we want to assist and educate to the best of our ability.

As you may or may not be aware, any company can obtain up to three licenses for each type

(OVER PLEASE)
offered from the state. These licenses are for Cultivation, Processing, Retail Sales, and Medical Sales. First, you must obtain a Host Community Agreement (HCA) from a city or town. As you read this letter, MJ’s Market has a signed Host Community Agreement with the town of Grafton that has allowed us to apply with the state for all four license types. We are seeking to work with two more towns as we progress forward. Could your community and MJ’s Market be a good fit to work together? There is that potential and we will work with you, and gladly assist, if you are willing. We predict annual generation of up to $600K to be paid directly to the Grafton general fund using conservative retail estimates. Regardless of the market size of your community, current position in the industry, or even if your community has voted against local cannabis sales, we are happy to discuss our experience with you. We will help in any way we can even if we have obtained our maximum number of allowable licenses. This is part of our strategy and we firmly believe positive efforts by this industry will only yield positive results within our communities. We stand committed with the Commonwealth, and it’s communities like yours, to facilitate the safe and beneficial use of recreational cannabis.

Personally, after researching and studying the industry for the last five years, I never would have imagined how medically beneficial cannabis is and I am astounded at the potential revenue potentials both recreationally and medically. There are many things the MJ’s Market organization has planned. For example, we have established within our business plan that 3% of our profits will be donated to charities. We also believe that education is key, and we intend to have educational seminars for communities, doctors, and most importantly our employees. Regardless of whether you approve of cannabis or not, you have learned, or will learn in the future, about the values and benefits that come from this natural plant. It is very unlikely our culture will turn away from it now. The 80 year prohibition has ended.

Attached you will find additional details and information about the industry and our team at MJ’s Market. We truly welcome the opportunity to have a more in-depth conversation that we may create a future partnership with you and your community. Please feel free to reach out anytime, whether to have a brief conversation or to arrange a time for my team to come in and have an in-depth conversation or present an offering. We welcome the opportunity and look forward to speaking with you in the future.

Warmest Regards,

[Signature]
Heath Gaffney

MJ’s Market

119 Drum Hill Rd. Suite 225
Chelmsford, MA 01824
603.759.7176
hg@maryjmarket.com
Additional Details about MJ’s Market

**About MJ’s Market:** MJ’s Market, Inc. (“MJ”) is a Massachusetts for-profit corporation incorporated on May 31, 2018, with a mailing address of 119 Drum Hill Rd. Suite 225 Chelmsford, MA 01821. We anticipate and intend on applying for three state licenses for the retail sale, product manufacturing, and cultivation of marijuana with three cities or towns pursuant to Chapter 94G of the General Laws as amended by Chapter 55 of the Acts of 2017, 935 CMR 500.000, and the Cannabis Control Commission (“CCC”). MJ’s Market recently obtained 4 Host Community Agreements (Cultivation, Processing, Retail and Medical Dispensary) with the Town of Grafton, MA and is in the state application process with the Cannabis Control Commission.

**Business Experience:** MJ’s team, alongside our ancillary business partners, have an extensive amount of cannabis business related experience. MJ’s is committed to be a leader in the industry by distinguishing itself for our quality products, environmentally conscientious practices, and ongoing commitment to our host community. We bring with us a professional and qualified team that value quality, hard work, and opportunities to partner with our host community.

**Management Team and Consultants:**

Heath Gaffney, Chief Executive Officer, is an entrepreneur with over twenty-five years of experience in business entrepreneurship, project management, and technical leadership. Heath has successfully started two businesses in software and security solutions prior to entering this new industry. Heath will lead our company’s initial entry into the market, long-term market strategy, and utilize his expertise in security solutions to ensure that MJ’s facilities are the best secured and protected in the Commonwealth.

Brian Foley, Chief Operations Officer, is a qualified mechanical engineer with numerous patents for specialized technologies. As an innovator with over twenty years of product development experience and business management involvement, Brian will lead our operations and play a pivotal role in our branding and product offerings. Having managed a team of over twenty-five engineers in the past, Brian will play a vital role in our day-to-day operations. We value Brian’s ongoing commitment to developing new ways to streamline our production methods while minimizing our environmental impact.

Sean Hegarty, Master Grower, comes to MJ’s with over ten years of agriculture experience with both indoor and outdoor plant production. Sean holds a Bachelor of Arts in environmental policy and planning and is a pioneer in the emerging legal industry in Maine as a grower and also a retailer of professional cultivation equipment and supplies. Sean was a sought-after consultant for his experience in marijuana cultivation equipment and effective facility design prior to joining MJ’s.

Jay Pearson, Chief Financial Officer, is a Certified Public Account with over 15 years’ experience. Jay holds a masters degree in accounting from the Whittemore School of Business in Durham, NH. His industry focus has been in Banking, Automotive and Real Estate, managing over 450 units.

MJ’s has established relationships with a number of ancillary businesses that would allow us to be a successful applicant by being quick to market with products. MJ’s has teamed up with Zach Harvey, an adviser in the cannabis industry who has been building registered marijuana dispensaries since medical
marijuana was legalized in Massachusetts in 2012. Zach has been instrumental in spearheading our effort to secure agreements with multiple producers of cannabis and cannabis products including Revolutionary Clinics, BASK and CommCann. These agreements will ensure that MJ’s retail location can offer tested and certified products upon opening.

Understanding that our company needs to have an ongoing comprehension of the state’s regulatory process and governing law, MJ’s has retained Smith, Costello & Crawford Public Policy Law Group. Smith, Costello & Crawford has been involved in the policymaking and law surrounding cannabis since medical marijuana’s initial legalization in 2012 and is the leading locally based cannabis firm in Massachusetts.

MJ’s co-founder and President Heath Gaffney’s has expansive expertise in the physical and logical security industry. Heath has been providing in-depth security solutions to various companies and government entities, including sheriff offices, county jails, prosecutors’ offices, colleges and universities and more. With the ability to incorporate a multitude of different technologies, including video surveillance, RFID tracking, access control, motions sensors, and more, we are confident Heath Gaffney will provide the most robust security system in the industry.

MJ’s has recently hired Howard Hunter, a 33+ Year retired Massachusetts State Police Officer. Mr. Hunter brings 18+ years dedicated to community policing with experience and expertise not only in community policing but identification and background investigations. He will help further secure the facility by offering a critical analysis of security policies and procedures to prevent diversion and safeguard our operations while also ensuring we exceed community expectations.

Proposed License Types and Operational Compliance: In order to have our own fully operational supply chain, MJ’S is applying for three separate licenses: retail, product manufacturing, and cultivation. Consequently, MJ’s would be seeking municipal approvals and a host community agreement with each community for all three licenses.

MJ’s cultivation and product manufacturing facility will consist of designated and separate cultivation and product manufacturing spaces, outfitted with the top of the line odor mitigation technology and HEPA filtration. Clean rooms will eliminate the risk of contamination from unwanted particulates and, as required by 935 CMR 500.160, all marijuana and marijuana products will be tested by a licensed independent testing laboratory before being sold at our retail location. MJ’s requires the highest standards for safety and hygiene and intends to be the regulatory benchmark by which all other marijuana establishments are measured. We will maintain an OSHA compliant workplace and utilize world-class security measures. MJ’s will comply with the CCC’s stringent regulations on permissible edible products and packaging requirements.

Positive Impact and Public Awareness: MJ’s will be a standout member of the community and will work with town officials to develop and implement a plan to ensure our company and its presence has a positive impact on the community. MJ’s anticipates that our Host Community Agreement (HCA) will foster a positive relationship with the community. MJ’s is confident that the company can find creative and innovative ways to give back and serve the community. We have several ideas to achieve this goal, such as the implementation of consumer education workshops, charitable giving, and local hiring initiatives. Additionally, we will sponsor local job fairs and seminars in order to provide local residents the opportunity to learn about and work in the new cannabis industry. MJ’s is open to any proposals or
specific programs from town officials to facilitate impacting the community in a positive manner. MJ’s will conduct routine evaluations with the Town in order to assure that the intent of these goals is effective and fully executed.

Financial Details: We have been raising the capital needed to finance our initial investment in our marijuana establishments, including but not limited to the acquisition of licenses from the CCC, acquisition of property interests in the community, and initial build-out of our facilities. Aside from the initial capital spent over the last three years from co-founders Heath and Brian, the team has also raised funds by selling shares of common stock to accredited investors under SEC rules and regulations. MJ’s initial offering was 500 of 2,000 shares with a par value per share set at $4,000.00. To date, MJ’s has raised more than enough funds to cover start-up costs. We then opted to freeze the financing round until HCA agreements with our Host Community are underway. We anticipate prior to breaking ground on our first retail location raising well over $4,000,000 in liquid capital and have strong commitments within our investment group that we will reach these goals.

Business Details: While we anticipate that we will experience the level of success in each community that would allow us to expand our business into new areas of Massachusetts, we are focused on getting at minimum three retail locations. We are proud of our ability to leverage intra-industry relationships to guarantee that MJ’s will have product available to consumers and be able to make sales on day one of opening each of our retail locations. This will allow us to thoughtfully plan our cultivation and product manufacturing facilities and take necessary and purposeful actions to ensure the product that we are manufacturing under our own name meets the highest level of safety and standards.

To achieve this level of product, our cultivation and product manufacturing facility will be a world-class venture. Our site will include a federated air handling system to prevent cross-contamination between processing and cultivation spaces, stringent gowning requirements with designated gowning areas for all employees, and automated air quality monitoring systems that can be accessed on-site or remotely. Our cloud-based seed-to-sale tracking system will be automated so that every step of a product’s journey is captured and certified prior to a retail transaction.

To minimize our impact on the environment, we will work with our builders and architects to implement the latest developments in energy efficient construction and design. Pursuant to 935 CMR 500.120(11)(b), our architectural plans will include LED lights in our cultivation facilities, which meet or exceed the lighting power density requirements imposed by the CCC’s regulations. If permitted by the Town, we plan to install solar arrays at all our physical sites with the eventual goal of having a neutral carbon footprint. We intend to utilize reverse osmosis and recycling irrigation systems, as long as plant quality is not degraded, to reduce our water consumption. By installing carbon filtration closed loop systems within our HVAC units, we can eliminate the chance for odors to be a nuisance to our immediate neighbors.

We are pleased to engage with any municipal official or department who has questions about our vision and commitment to their community.

Conclusion: Thank you for taking the time to consider MJ’s Market. MJ’s is committed to creating a cooperative relationship with the Town and becoming a leader in the emerging cannabis industry. We look forward to engaging with you further on our proposal and are available to answer any additional questions you may have by contacting Heath Gaffney at 603.759.7176 or hg@maryjmarket.com
28 August 2019

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

Dear Board of Selectmen:

We write to express our deep appreciation to the Board of Selectmen for your efforts to establish an open and inclusive process for continuing the dialogue on Columbus Day and Indigenous Peoples Day in the Town of Wellesley. We wholeheartedly support the Board’s decision to proceed by way of a Town-wide referendum on the municipal election ballot and/or that both groups proceed by way of a citizens’ petition for a Warrant Article for the 2020 Annual Town Meeting. You can count on our constructive participation in the legislative process ahead. We pledge our positive support and cooperation.

We look forward to collaborating with the Board and our fellow citizens and organizations to find common ground in a reasonable compromise for Columbus Day and Indigenous People’s Day. We seek a middle way in which the people and traditions on all sides of this issue may be honored, celebrated, and respected in our Town.

Thank you for your consideration and for your dedicated service to our community.

With our sincere respect and gratitude,

Paul E. Cremonini
396 School Street

Bruce L. Franco
6 Wellesley Avenue

Scott L. Fraser
4 Stearns Road

Svea G. Fraser
4 Stearns Road

Michael A. Gigante
39 Fullerbrook Road

Donna Maria Ticchi
31 Thomas Road
MassBay Announces Expanded Transportation and Parking Options

WELLESLEY HILLS, Mass. (August 29, 2019) – Starting on Tuesday, September 3, 2019 MassBay Community College will have additional transportation options for students commuting to the Wellesley Hills campus from Boston and a satellite parking lot with a shuttle for students commuting to the Framingham campus. The expanded choices are to help commuter students get to classes easier.

For students commuting from Boston, MassBay will continue to run a shuttle from the green line Riverside MBTA station in Newton. A new shuttle will pick up students at the MBTA Mattapan Station and MBTA Forest Hills Station and bring them to the Wellesley Hills campus. This shuttle will start at the Mattapan MBTA Station located at 500 River Street in Mattapan, continue on to the Forest Hills MBTA Station at the intersection of Washington Street and Hyde Park Avenue in Jamaica Plain, and then drop students at the Wellesley Hills campus before looping back to the Mattapan and Forest Hills stations. This additional transportation option for students will run 7:30am to 2:45pm Monday – Friday and was added in response to Boston residents asking for more transportation options from the city.

MassBay is also launching a pilot program with Uber for MassBay students living at the Framingham State University (FSU) residence halls, transporting them to their 8am classes on the Wellesley Hills campus, and for students taking evening classes on the Wellesley Hills campus that need to go to the Riverside T station. Students taking advantage of this free program can use this service Monday through Friday 6:30am – 7:30am from the FSU campus to the Wellesley Hills campus, and Monday through Friday 5:30pm – 10pm from the Wellesley Hills campus to the Riverside T station. MassBay students interested in signing up for the Uber program, must pre-register into the program using their MassBay email address.

Some students studying on MassBay's Framingham campus will need to use an overflow parking location at the Brookdale Cushing Park located at 2 Dr. Harvey Cushing Way in Framingham and use
a shuttle to the Flagg Drive campus. The Brookdale Cushing Park parking location is approximately a 7-minute drive from our Flagg Drive campus. A shuttle bus will run a continuous loop between the Framingham campus and the Brookdale Cushing Park Monday through Friday from 7:50am – 10pm to accommodate students taking classes. This satellite parking at Cushing Park will replace the parking spaces on the Flagg Drive side of the building that will be unavailable because of the on-going construction at the neighboring Fuller Middle School.

Students with transportation questions should call the MassBay Transportation line at 781-239-2480.

**Attached you will find a photo of the MWRTA Shuttle on the Wellesley Hills campus. Photo courtesy: Liz Cooper/MassBay Community College.**

To learn more about transportation options at MassBay visit [www.massbay.edu/shuttle](http://www.massbay.edu/shuttle)

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.

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