

TOWN OF WELLESLEY



MASSACHUSETTS

BOARD OF SELECTMEN

TOWN HALL • 525 WASHINGTON STREET • WELLESLEY, MA 02482-5992

ELLEN F. GIBBS, CHAIR
JACK MORGAN, VICE CHAIR
MARJORIE R. FREIMAN, SECRETARY
ELIZABETH SULLIVAN WOODS
THOMAS H. ULFELDER

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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

SELECTMEN'S MEETING
TENTATIVE AGENDA
Middle School Library
6:30 P.M. Monday, April 2, 2018

1. 6:30 Citizen Speak
2. 6:35 Executive Director's Report
 - Acceptance of Gift
 - Approval of Minutes
3. 6:40 Approve Contract Extension - Passport
4. 6:45 ATM Preparation
5. 6:55 New Business Correspondence

Next Meeting Dates: Tuesday, April 3, Annual Town Meeting
Monday, April 9, Annual Town Meeting
Tuesday, April 10, Annual Town Meeting

3/29/2018

Black regular agenda items

Board of Selectmen Calendar – FY17

Date	Selectmen Meeting Items	Other Meeting Items
4/3 Tuesday	ATM	
4/9 Monday	ATM/STM #1 Open Warrant for STM #2 - June 5/6 Vote to authorize SBC to release School OPM RFQ Execute Health Insurance Agreement Approve Eligibility Letter - 16 Stearns Road	
4/10 Tuesday	ATM	
4/16 Monday	TOWN HALL CLOSED (Patriots Day)	
4/17 Tuesday	No Meeting	
4/23 Monday	ATM (If Needed) Discuss Complete Streets Policy Youth Commission Appointment(?) Vote to authorize SBC to release School Designer Selection RFQ Diversity Program w/WOW? 680 Worcester Street PEL Letter Approval	
4/24 Tuesday	ATM (If Needed)	
4/30 Monday	ATM (If Needed)	
5/7 Monday	Meeting	
5/14 Monday	Meeting	
5/21 Monday	Meeting Authorize Issuance of Bonds/Notes for debt	
5/28 Monday	TOWN HALL CLOSED (Memorial Day)	
6/4 Monday	Meeting	
6/5 Tuesday	STM #2	
6/6 Wednesday	STM #2	
6/11 Monday	Meeting	
6/18 Monday	Meeting	
6/25	Meeting	

3/29/2018

Black regular agenda items

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
<i>Monday</i>		
<i>7/2 Monday</i>	Meeting	
<i>7/4 Wednesday</i>	TOWN HALL CLOSED (INDEPENDENCE DAY)	
<i>7/9 Monday</i>	Meeting	
<i>7/16 Monday</i>	Meeting	
<i>7/23 Monday</i>	Meeting	
<i>7/30 Monday</i>	Meeting	
<i>8/6 Monday</i>	Meeting	
<i>8/13 Monday</i>	Meeting	
<i>8/20 Monday</i>	Meeting	
<i>8/27 Monday</i>	Meeting	

Notes

Quarterly updates

- *Traffic Committee (Deputy Chief Pilecki)*
- *Facilities Maintenance (Joe McDonough)*
- *Wellesley Club Dates 1/22/18, 3/5/18*

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Our regularly scheduled meeting will begin at **6:30 PM** on Monday in the Library at the Middle School so we can prep for the start of town meeting.

Please also note that on Tuesday we'll start at **5:30 PM** to convene an executive session to discuss the acquisition of real estate, followed by a meeting with the Advisory Committee. That agenda is also included in your packet.

1. Citizen Speak

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MEMORANDUM

DATE: March 30, 2018
TO: Board of Selectmen
FROM: Blythe C. Robinson, Executive Director
SUBJECT: Weekly Report

Below are various activities of our office and various departments that I would like to bring to your attention.

- Included in your packet are drafts of the motions for article 2 of the STM on April 9th to acquire the three parcels of land on Route 9. The dollar figures have not been filled in as we continue to negotiate those with the property owners. This will be the subject of the April 3rd agenda to discuss in executive session, and then meet with the Advisory Committee.
- VERY good news on the Town Hall exterior renovation project. The bids came in much lower than anticipated and thus the final figure that PBC will be discussing Monday evening is \$5.17 million. Sheryl and I will be revising the borrowing schedule for this and will be able to speak Monday to this impact on future budgets.
- Just a reminder about Boston Marathon event tickets. Please let me know if you would like to attend any of these. If not, I'd like to offer them up to employees. The BAA gives six tickets to each of the events during race weekend which includes the opening reception, race day brunch and finish line tickets.
- The HR Board has a meeting on Tuesday morning and one of their topics will be discussing the revised job description for the communications position. The description has been rewritten to include responsibility for implementation and assistance with the Unified Plan. A copy of that is included in your FNM should you wish to review it. The grade for the job with this change will raise it to a 56 from 54, which will be in line with the additional

resources that the Board added earlier in the process. Once that is approved we'll move ahead to advertise it and hopefully have someone on board in late spring.

- There was a very nice going away breakfast for Rachel Lopes on Friday in the Great Hall. That position has been downgraded slightly anticipating that we'll be hiring someone with less experience than we presently have. We've also advertised the budget position in case the incumbent in that position decides to apply for the other. In other words, a bit of change in progress for the 3rd floor.
- We also wished Terry well today on his last day. We understand he's going to take a little time off and then start working with the outplacement firm, Lee Hecht Harrison.
- The RFP for proposals is out on the street and as you can see from your email inbox it appears to be popular. The site walk is scheduled for April 9th and it will be interesting to see how many of the folks who have registered for the RFP attend.
- At this point in the year we are beginning the process to plan for the spring bond sale for the Town, which is a multi-step process. Part of this process requires the Board to approve the sale and execute the required paperwork. We've tentatively scheduled that for a board meeting on Monday, May 21st. Please check your calendars and let me know Monday if you foresee a problem with that date so we can adjust.
- Just a reminder that among the events next week is the Green Communities celebration on Thursday at 11 AM in the Great Hall.
- Town Hall elevator – still not inspected and out of use. FMD is on the case and that seems to be paying off as we have been notified that tentatively the state inspection will take place next Tuesday or Wednesday.
- I hope you and your families enjoy the holiday weekend.

2. Executive Director's Update

- Acceptance of Minutes – Included in your packet are two sets of minutes from March 12th and 26th.

MOVE that the Board approve the minutes of the March 12 and March 26, 2018 meetings.

1
2 **Board of Selectmen Meeting: March 12, 2018**

3 **Present: Gibbs, Freiman, Sullivan Woods, Morgan, Ulfelder**

4 **Also Present: Robinson, Jop**

5
6
7 **Minutes Approved: February 6, 2018**

8 **February 20, 2018**

9 **February 26, 2018**

10
11 **Warrants approved: 2018-034 in the amount of \$4,244,601.66**

12 **2018-035 in the amount of \$4,185,617.00**

13
14 **Meeting Documents:**

- 15 1. Agenda
- 16 2. BOS Calendar
- 17 3. Agenda Background Memo
- 18 4. Minutes from BOS meetings: February 6, 20, and 26, 2018
- 19 5. Babson College one-day license application
- 20 6. New Era Fund request to rename activity rooms at Tolles Parsons Center
- 21 7. New Era Fund proposed plaques for Tolles Parsons Center
- 22 8. No. 7 West, LLC Common Victualler and All Alcohol License application
- 23 9. Citizen letter re: proposed installation of guard rail at Route 9/Kingsbury Street
- 24 10. PowerPoint presentation of Dave Hickey, DPW regarding Route 9/Kingsbury Street Project
- 25 11. Draft letter to MassHousing outlining concerns for 818-822 Worcester Street
- 26 12. Request for Proposal to redevelopment of Tailby and Railroad Commuter Lots
- 27 13. Special Town Meeting Warrant for April 9, 2018
- 28 14. Special Town Meeting for school projects; proposed calendar and checklist
- 29 15. Commendation for Officer Derrick Popovski
- 30 16. Commendation for Officer Mark Knapp
- 31 17. Town Hall MAAB approval
- 32 18. BOS Comprehensive Health Insurance Survey 02/28/18
- 33 19. Notice of rate changes from Miyares Harrington
- 34 20. OCABR lemon law compliance audit outcomes
- 35 21. Anonymous citizen complaint
- 36 22. Police Department response to anonymous citizen complain
- 37 23. Letter to Human Resources Director
- 38 24. Animal Control Report February, 2018
- 39 25. Library interior renovation budget scenarios

40
41 **1. Call to Order and Citizen Speak**

42 Ms. Gibbs, Chair, called the Board of Selectmen meeting to order at 7:00 PM. Ms. Gibbs made several
43 announcements.

44 First that due to the expected snow storm Wellesley Public Schools and Town Hall would be closed
45 Tuesday, March 13th, 2018.

46 The community forum for the Housing Production Plan scheduled for March 13th has been changed to
47 Wednesday, March 21, 2018 at the Sprague School. The School Committee Meeting was rescheduled to
48 Tuesday, March 20, 2018.

49 Advisory will hold a public hearing on the warrant for the Special Town Meeting on April 9th concerning
50 the proposed land acquisition by the Board at Town Hall in the Juliani room on March 21st.

51 Ms. Sullivan Woods added that many in the faith communities within Wellesley came together in solidarity
52 with the national movement for school safety and to end gun violence. The event is scheduled to take place
53 at 10 a.m. on Wednesday, the 14th at the steps of the Village Church, members of public were encouraged
54 to participate in collaboration with walk out of schools across the country.

55

56 **Citizen's Speak**

57 None.

58 **2. Executive Director Updates**

59 Ms. Robinson noted that there were several sets of minutes ready for approval, as well as a one-day license
60 for an event at Babson College. She also noted that there was an additional DPW request for winter
61 maintenance funds in the amount of \$200,000. Ms. Robinson informed the Board that the Annual Town
62 Meeting Motions are being finalized and anticipated mailing them to Town Meeting Members on Monday.
63 The transition to electronic permitting is underway, first in the Building Department by July 1st and then
64 rolling out incrementally through other departments through the summer.

65 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve the**
66 **minutes of February 6, 20, and 26, 2018.**

67 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve a**
68 **one-day license to Babson College for the Babson Latin Entrepreneurship Form in the Park Manor**
69 **West FME Workshop on April 6th.**

70

71 **3. New Era Fund – Naming of Rooms at Tolles Parsons Center**

72 Mr. Ulfelder introduced Mr. Parker of the New Era Fund. The fund has raised over \$750,000. For several
73 reasons they wish to honor the American Legion; as they donated the land for the Tolles Parsons site. Mr.
74 Parker on behalf of the Council on Aging asked for the Boards' approval to rename activities rooms 1 and
75 2 to "The American Legion Post 72 Room" and "Veterans Rooms" and for a memorial plaque to be installed
76 in the vestibule acknowledging the generosity in donating the land used to create the Tolles Parson Center.
77 The second plaque will honor the inaugural donors' that helped create the Tolles Parsons Center and support
78 special projects for the Council on Aging.

79 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve a**
80 **request from the New Era Fund to (1) Name the American Legion Post 72 Activity Rooms in the**
81 **Tolles Parsons Center (TPC), and (2) Place in the TPC a Remembrance Plaque in Honor of the**
82 **Legion and Wellesley Veterans and an Inaugural Donors Plaque.**

83 **4. No. 7 West CV/Alcohol License (165) Linden**

84 Ms. Jop introduced the parties who were seeking approval for licenses to open a new restaurant. Ms. Jop
85 reviewed the background for the space; noting the Town had been working with Federal Realty to
86 implement the fourth amendment to the development agreement that allowed for the establishment of two
87 new restaurants in this area. Ms. Jop reminded the Board that they had previously reviewed the traffic and
88 parking component of the application as this is a retail moving to restaurant location. She noted that this
89 application is in compliance with the existing agreement and from a permitting perspective, the application
90 complied with all regulations.

91 Mr. Barnosky, Counsel for No. 7 West LLC, gave a brief overview of the proposed establishment, location,
92 and concept of the restaurant. The space is 4,403 square feet and will have seating for 155 and 15 bar seats;
93 with a total occupancy of 200. Mr. Barnosky described the space and seating as well as proposed hours of
94 operation. The applicant plans a complete renovation of the current site and Mr. Barnosky provided in the
95 application copies of the funding documents. The ownership will be under Mr. and Mrs. Wolfe, who own
96 several establishments including the Cottage in Wellesley. Mr. Barnosky noted that the Cottage in
97 Wellesley has had no infractions. Mr. Barnosky introduced and reviewed the qualifications of Mr. Spencer,
98 the proposed manager of record. Most recently Mr. Spencer was the manager of operations for Wolfe
99 Management. The current plan is to open in late summer 2018.

100 Ms. Wolfe described the concept for the restaurant, that it will be chef driven and a menu that will change
101 with the seasons. Ms. Wolfe further elaborated on the concept of the proposed restaurant. The name will be
102 "Door No. 7" as this will be their 7th business, and 7th door for customers to enter. This concept will be
103 more upscale from the Cottage; focused on a sophisticated theme. The space will have a fresh oyster bar, a
104 horseshoe shaped bar area, and an exhibition kitchen.

105 Ms. Gibbs asked how the proposed restaurant will differ from the existing restaurants in the direct area. Ms.
106 Wolfe further indicated the more upscale price point and nature of this proposal. Mr. Morgan inquired to
107 the exact location the restaurant will be moving to. Ms. Gibbs inquired as to the parking arrangements for
108 employees. Mr. Spencer responded that they will take over the space from the golf store and the car impact
109 from employees will be approximately ten as most of the kitchen staff will take public transportation; full
110 staff on a busy night will be expected to be 22 people total, most utilizing public transportation.

111 Ms. Sullivan Woods inquired as to the proposed opening date. Ms. Wolfe expected to have a soft opening
112 near the end of August with a full opening in late August/early September; after school is back in session.

113 Ms. Jop noted the motion needed to be corrected as to the exact name; however, the application is correct
114 as it was applied for by the LLC.

115 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve both**
116 **a Common Victualler and an On-Premises all Alcohol License to No. 7 West, LLC d/b/a Door No. 7,**
117 **through December 31, 2018 and to name Mr. Michael S. Spencer as Manager.**

118 **5. Discuss Route 9/Kingsbury Street Project – Installation of Guard Rails**

119 Ms. Robinson provided background information of the project and the planned guard rail on the north side
120 of Route 9. During construction it was determined that due to utility conflicts a guard rail could not be built
121 as designed. MassDOT had been contacted by some that were upset about the cancelation of the project.
122 MassDOT went back to the original plan and despite conflicts initiated a new design and added in a jersey
123 barrier style guard rail on a section of the south side that would be 42-inches-high. Ms. Robinson explained
124 that Mr. Hickey, Town Engineer, has reached out to the neighborhood regarding the proposed project. Ms.
125 Robinson noted that Representative Peisch has been helpful with this process, has met with the Town, and

126 has reached out to MassDOT. She recommended that the Board inform MassDOT of the Town's position
127 before they proceed further with the project.

128 Mr. Hickey and Deputy Police Chief Whittemore joined the Board to review the MassDOT proposal and
129 provide additional background that lead to the proposed guard rail/jersey barrier project. Mr. Hickey
130 described the issues faced by DPW including the location of power lines, telecommunication lines, gas
131 lines, and telephone poles on both sides. On the eastbound side the gas, water, phone, and telephone poles
132 are too close to the surface and located in such proximity that would make the installation of the originally
133 proposed guard rail impossible. Issues became known late because utilities were not shown accurately on
134 the State's plans. Mr. Hickey stated that this process began out of a concern for safety, as the location is on
135 a primary route to the Middle School on Kingsbury and if pedestrian safety could be improved it should be.
136 Mr. Hickey's presentation focused on the area on the south side between Donizetti and Kingsbury Streets.
137 The State believes the only option is the jersey barrier. Mr. Hickey believes the jersey barrier will not fit
138 well, as the space is quite tight. He described how the barrier would be installed and the location and
139 manner it would appear, explaining that the barrier would come relatively close to the driveways of the
140 homes located in this area and could have sightline impacts for the homeowners.

141 Ms. Sullivan Woods asked if pedestrian traffic was a concern as she has never seen pedestrians in that area.
142 Mr. Hickey agreed there is a lack of pedestrian traffic in this area. Pointing to his presentation Mr. Hickey
143 noted the snow on the ground and lack of footprints. Mr. Hickey also stated that this sidewalk area is not
144 on the plow route. Mr. Morgan stated that the natural walking route would not include this section of
145 sidewalk.

146 Mr. Ulfelder inquired as to how the light poles are installed and located within the utility network but
147 MassDOT could not find a way to install the posts for guard rails. Mr. Hickey detailed the placement is
148 very close and would report back to the Board when the last time the poles were installed and how all the
149 utilities interact.

150 Ms. Freiman asked for clarification that the north side was the only section that was in the original plan.
151 Mr. Hickey responded that the final plan that was signed off on included guard rails on both sides. He
152 believed that the project became as it is because of the original request was due to pedestrian safety. Mr.
153 Hickey believes that the new traffic pattern has increased safety and this project, as it stands, is not
154 necessary.

155 Ms. Gibbs inquired about the outreach to the immediate area, specifically the abutters to the project. Mr.
156 Hickey reached out to the 5 direct abutters. He has spoken to all the residents via phone and received a clear
157 message that all the residents hate the idea of a jersey barrier. Mr. Hickey also noted that the barrier could
158 cause clear sightline issues for those homeowners exiting their driveways. People exiting Donizetti would
159 also have difficulty seeing past the barrier. The residents also believed that the plows, by nature, would
160 cause additional accumulation of snow at the end of the driveways.

161 Mr. Hickey continued with his presentation, and detailed how the utilities are proposed to function with
162 this new design. He has expressed concerns to MassDOT as well as Rep. Peisch. Ms. Gibbs explained that
163 safety is always the top concern however, the natural pathway does not include Route 9 and was convinced
164 that not pushing for a guard rail would be the correct action. Ms. Gibbs stated that the barriers or the guard
165 rails could confuse people as they often appear as temporary structures. Ms. Freiman agreed with Ms.
166 Gibbs and believed that by trying to solve a safety problem a new problem had been created. Ms. Freiman
167 further noted that smaller cars lower to the ground would also be impacted as they could not have a proper
168 view. Mr. Ulfelder agreed and asked if this was a MassDOT mandate or strictly from the Towns initial
169 concern. Mr. Hickey was not able to find any mandate and pointed to other similar intersections without

170 these barriers or guard rails. Mr. Hickey believes that MassDOT has been working off their manual rather
171 than mandates or regulations.

172 Ms. Sullivan Woods agreed that the residents will face visibility issues from the barriers. She further stated
173 that the residents would face their own safety issues with snow removal that would naturally be deposited
174 in their driveways.

175 Mr. Morgan supported sending a letter from the Board to MassDOT that would be sensitive in tone,
176 objecting to the proposed barriers and cite the reasons and concerns stated during this meeting. The letter
177 will be clear but also recognize that this project was on the plan but upon further review, the Board believes
178 the current plan is more likely to detract from safety.

179 Resident and direct abutter, Ms. Robichaud addressed the Board. Ms. Robichaud had sent a letter to the
180 Board addressing concerns both of safety and aesthetics of the addition of the jersey barrier and she
181 provided the Board with copies signed by several of her neighbors. Ms. Robichaud's driveway would be
182 affected by the barrier. Ms. Robichaud acknowledged that safety is and should be a major concern, however,
183 in the many years she has lived in her home she has witnessed almost no pedestrian traffic. Ms. Robichaud
184 believes these barriers will do nothing to protect pedestrians. She feels that the proposal will give the
185 appearance of a construction zone.

186 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to support**
187 **MassDOT's plan to install guard rail on the north side of Route 9/Kingsbury Street intersection. The**
188 **Board does not support the south side guard rail solution, and request that MassDOT not approve a**
189 **change order to construct it.**

190 **6. Review Eligibility Concerns 818-822 Worcester Street**

191 Ms. Jop reviewed the background information for the site eligibility letter. The letter provided to the Board
192 incorporated additional comments received from previous drafts. At the Board's meeting on March 19th,
193 the Board will have a joint meeting with the Planning board and there will be a review of the site eligibility
194 letter for 16 Stearns; this letter can be approved at the following meeting. The 818-822 eligibility letter
195 needs to be sent to MassHousing by March 20th. Comments were received by many including, the Planning
196 Board, Land Use, DPW, Fire, and Town Counsel. The major issues are the mass and scale of the proposed
197 building which would be 55' high. Additional concerns include the location of the proposed parking lot
198 area and not having proper access for delivery vehicles. Utility access is also a concern as access is gained
199 from the rear of the site which is Town owned land at the rear of the Hardy School site and could interfere
200 with the athletic fields. This proposed project is also in very close proximity to other 40B sites. The Town
201 has identified that the aggregation of affordable housing has impacts on both the Hardy and Sprague
202 schools. The intention of 40B is to distribute the housing within a town, as of now it is being clustered in
203 one area.

204 Ms. Freiman noted that the Town worked very hard to alleviate traffic in the area, particularly at the Weston
205 Road interchange and this project would reverse this work. Ms. Gibbs agreed that it is important to address
206 the traffic impacts of the multiple projects that are proposed. Ms. Jop noted that the smaller residential roads
207 would also be impacted. Mr. Morgan supported the letter and believed it outlined the substantial problems
208 with the proposed development. Mr. Morgan spoke to the Town's commitment to affordable housing. Mr.
209 Morgan wished to make clear that the Town's movement to acquire the parcels is to enhance utility and
210 value of the land owned at the Hardy School and to be used for Town or School uses not to impact 40B
211 projects. Ms. Freiman agreed that the Town has never discussed acquiring the land for a Town owned 40B.

212 Ms. Sullivan Woods asked if language could be added to the letter to address the Town's commitment to
213 affordable housing.

214 The Board inquired about the time frame as to the determination after the letter is submitted. Ms. Jop
215 responded that the timeframes can vary greatly. Ms. Jop added that this draft was not online for public
216 comment and she would put the letter online for comment before the March 19th meeting.

217 **No Motion.**

218 **7. Approve Release of an RFP for the Redevelopment of the Tailby and Railroad Commuter**
219 **Lot Parcels**

220 Ms. Jop explained the background of the draft RFP. This draft incorporates additional comments from the
221 Board and comments received from public. Ms. Jop and Ms. Sullivan Woods met with merchants that
222 would be affected. Concerns from merchants included what would happen to the parking for customers
223 and staff during construction so the RFP had been altered to include those concerns. The Chamber of
224 Commerce was supportive of the additional parking and housing at the location and had raised concerns
225 with the Delanson and Weston Road 40B projects. Ms. Jop added that Town Counsel reviewed this version
226 of the RFP and should review the final draft. One update from the previous submission to the Board in
227 February was a focus on the preferred objectives and to better define the Town Vision without being too
228 prescriptive. Ms. Jop explained that she had very recently received an email from a resident whose son
229 lives at the Bel Clare and is wheelchair bound. He faces substantial obstacles utilizing the train because it
230 is not ADA accessible from the platform. Ms. Jop noted that the ADA language has also been addressed in
231 this version. She mentioned that this is an interesting transition point because the historical neighborhood
232 is a direct abutter. The RFP had been enhanced and the Town will work cooperatively with the merchants
233 and Chamber of Commerce.

234 Ms. Freiman inquired as to the ADA requirements for an outside location rather than an interior change.
235 Ms. Jop responded that because this project would be new construction it must be fully ADA compliant.
236 Ms. Jop added that the Town doesn't own the MBTA parcel and the perspective respondent or the Town
237 would have to work with the MBTA on their phase of the project. The current ADA route requires going
238 up Crest Road over the bridge and around to the MBTA side. Ms. Jop believes the gradient of Crest Road
239 isn't ADA compliant. Ms. Jop added that this project would include elevator access and that could alleviate
240 the issues with people in wheelchairs, walkers, and baby strollers. Ms. Gibbs noted that ADA accessibility
241 to MBTA stations for many towns including Wellesley has been a challenge. Ms. Gibbs asked if this could
242 be an opportunity to work with the MBTA to address the other stations in Wellesley. Ms. Jop agreed that
243 this would be an opportunity and some respondents will state they have worked with the MBTA before.
244 Mr. Morgan wants it noted that this project will improve public access to the station. Mr. Morgan stated he
245 would be comfortable approving the RFP subject to Town Counsel review and authorizing the Chair to
246 approve it on behalf of the Board.

247 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve RFP**
248 **for the redevelopment of the Tailby and Railroad Commuter Lot parcels and authorize staff to**
249 **distribute it on the Town's behalf pending final approval from Town Counsel. Amend the motion to**
250 **include an authorization for the Chair to sign on behalf of the Board.**

251 **8. Sign Special Town Meeting Warrant for April**

252 Ms. Robinson reviewed the background of the Warrant and the two articles within it. The first is regarding
253 the moderator should one need to be appointed. The second article was originally scripted as two separate

254 ones, one for 818/822 Worcester Street and the second for 826 Worcester Street. Upon reflection it has
255 been combined into one article, for which there would be separate motions for; this had been revised to
256 three separate parcels within the motion to have a full discussion at Town Meeting about the whole area
257 and the reason the Town is pursuing this project. The motions will be specific with relation to the parcels.
258 Mr. Morgan was supportive of combining the parcels under one article rather than having two separate
259 articles and allowing a full discussion to take place. Ms. Gibbs and Ms. Freiman were in agreement.

260 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to execute the**
261 **warrant for a Special Town Meeting to be held on April 9, 2018**

262 **9. Discuss Opening a Warrant for a Special Town Meeting – School Projects**

263 Mr. Morgan reviewed the discussions that had taken place regarding the timing for the Special Town
264 Meeting for School Projects. Mr. Morgan wanted to be sure Town Meeting Members reserved Tuesday
265 June 5th and Wednesday June 6th for the meeting to consider the feasibility and schematic design for the
266 two elementary school projects which will be held at the auditorium of the Wellesley Middle School. He
267 mentioned the School Building Committee met the previous week and made progress in identifying for the
268 town feasibility study, with relation to Hunnewell, with strong support from the facilities department and
269 experienced professionals on the committee to get the owners project manager in place before the final
270 selection of the design firm. Mr. Morgan stated that SBC is working through the RFQ for the OPM and the
271 designer. Preliminary review of the budget had taken place and he anticipates finalizing it at the SBC
272 meeting on March 29th. Mr. Morgan stated that with relation to swing space and the Hunnewell project,
273 the committee engaged an architectural firm to do work regarding the potential use of the St. Paul's School
274 for swing space. He stated that the committee asked for and received a detailed report that included a
275 sobering set of costs lengthy timeline. The report raised additional issues including the two unconnected
276 buildings on the site and lack of parking that SBC, the School Committee and, the Selectmen would need
277 to consider over the next few weeks.

278 Ms. Robinson noted that Town Counsel and Wellesley Media are all set for the dates proposed for the
279 Special Town Meeting. Ms. Robinson indicated the dates for opening the warrant would be at the latest
280 April 23rd; ideally April 17th. The Board had not decided if they were meeting the week of the 17th as it is
281 school vacation week.

282 **No Motion**

283 **10. New Business and Correspondence**

284 Ms. Sullivan Woods advised that the Board needs to start talking about the parade.

285 Mr. Morgan confirmed with Ms. Robinson that the Board did not need to take action on the additional funds
286 for the snow and ice budget. The Advisory Committee had been advised of the increase.

287 **Meeting was adjourned at 8:40p.m.**

1 **Board of Selectmen Meeting: March 26, 2018**

2 **Present: Gibbs, Freiman, Sullivan Woods, Morgan, Ulfelder**

3 **Also Present: Robinson, Jop**

4
5 **Warrants approved: 2018-037 in the amount of \$3,931,391.16**

6
7 **Meeting Documents:**

- 8 1. Agenda
- 9 2. Agenda for March 27, 2018 Meeting
- 10 3. BOS Calendar
- 11 4. Executive Director's Weekly Report
- 12 5. One Day License applications for Babson College
- 13 6. Gift from Roche Brothers to Recreation Commission for Summertime Concert Series
- 14 7. Current Budget Report
- 15 8. FY18 Work Plan
- 16 9. Correspondence from Paul Sheils re: US Paving
- 17 10. Correspondence from MassDOT re: Route 9/Kingsbury
- 18 11. Correspondence from Henry Lyman
- 19 12. Correspondence from Bertucci's

20
21 **1. Citizen Speak**

22
23 None.

24 **2. Executive Director's Report**

25
26 Ms. Robinson noted for the board that there were two applications for one-day licenses from Babson
27 College for their consideration as well as a gift from Roche Brothers for the Summertime concert series
28 that requires the board's approval.

29
30 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve a**
31 **one-day license to Babson College for Babson Buffoonery in the Knight Auditorium on April 14th,**
32 **and the Senior Awards Banquet in Knight Auditorium on April 27th.**

33
34 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to accept a gift**
35 **of \$2,500 from Roche Brothers to the Recreation Department in support of the Summertime Concert**
36 **series.**

37
38 **3. ATM Preparation**

39 The Board discussed various topics that might possibly come up at the outset of Town Meeting.

40 **4. New Business and Correspondence**

41
42 Ms. Freiman inquired about a resolution to the correspondence from a lawyer representing a contractor who
43 has not been paid for some road work. Ms. Robinson said she had spoken to Town Counsel and Public
44 Works and evidently the work had not been completed to the Town's satisfaction. Town Counsel is going
45 to propose that the Town release some of the funds we are holding, and reserve the rest until the work in
46 question is completed. He believes this will resolve the concern.

47
48 The meeting was adjourned at 6:55 pm.

- Acceptance of a Gift

Included in your packet is an email from Cricket Vlass regarding a donation of \$1,000 from the House and Garden Club of Wellesley for the purchase of planting materials to be installed by Town staff in the re-landscaped bed in Central Park. As the gift exceeds \$500, it needs to be accepted by the Board.

MOVE that the Board accept a gift of \$1,000 from the House and Garden Club of Wellesley to the Department of Public Works for plant materials to be used in Central Park.

Jop, Meghan

From: Vlass, Cricket
Sent: Monday, March 26, 2018 10:53 AM
To: Jop, Meghan
Cc: Robinson, Blythe; Quinn, Mike
Subject: Donation

Hello Meghan,

The House and Garden Club of Wellesley has donated \$1,000.00 for the purchase of perennial, ground covers and ferns to be planted at the recently re-landscaped bed in Central Park. Member Emily Dudek secured the donation. We will be planting later this spring.

Please let me know if you have any questions,

Cricket

Cricket Vlass, Landscape Planner

Town of Wellesley

Department of Public Works

Park & Highway Division

30 Municipal Way

Wellesley Hills, MA 02481

Tel: (781) 235-7600 X3332

Fax: (781) 431-7569

E-mail: cclass@wellesleyma.gov

Town Website: <http://www.wellesleyma.gov/>

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

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

3. Approve Contract Extension – Passport

Included in your packet is the bid package from MAPC who put out a cooperative bid for their communities for passport pay by phone. We have a yearly contract with this firm that needs to be extended for another year, and we recommend that the Board authorize this extension to December 31, 2018. A copy of the contract that is about to end (and would be the model we'll use for the extension) is also included for your information.

MOVE to approve an extension of MAPC's Contract with Passport Labs for Mobile Parking Payment Systems, RFP # 2018 Mobile Parking Payment Systems, for Pay by Phone parking management in Wellesley through December 31, 2018.



MAPC Software License Agreement

10.11.16

This Mobile Pay Services Agreement (the "Agreement") constitutes the legally binding and enforceable agreement of the parties, PassportParking, Inc. ("Passport") The City of Wellesley ("City" and with Passport, the "Parties"). The Parties agree and intend to be bound by the terms found in the following numbered paragraphs.

1. Scope of Services

Passport will license to the City all software and documentation, and will provide or sell all equipment necessary to operate a mobile payment program for parking (the "MPP"). This solution offers parking customers in any and all parking spaces owned or managed by the City (the "Premises") a number of pay-to-park services, including mobile applications, voice, SMS, and a web portal. ("the "Services"). Parking spots on the Premises will be integrated into PassportParking application.

2. Initial Term.

The operation of the MPP will begin on a date mutually agreeable to the Parties and will conclude thirty (30) days thereafter (the "Initial Term").

3. Continuation of Service.

City may extend their use of the MPP beyond the Initial Term on a month-by-month, quarter-by-quarter, or year-by-year basis.

4. **Equipment.**

Passport will provide all related systems, signs, and/or stickers. City will be responsible for installing all signs and stickers required to effectively operate the mobile pay program.

5. **Payment Processing and Wallet Services.**

City may elect to provide parking customers with a virtual wallet (a "Wallet Program"). With a Wallet Program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees for the MPP program. If City chooses to provide a Wallet Program, parking customers' transactions could be funded using the wallet account, rather than a pay-as-you-go system.

6. **Pricing.**

- (a) The price per mobile pay transaction and merchant processing fees are established in Schedule I of this Agreement.
- (b) The Net Receipts, defined for the purposes of this Agreement as all sums collected by Provider for the parking and storage of motor vehicles, whether on an hourly, daily, weekly, or monthly basis, less all refunds and discounts, minus per transaction fees and merchant processing fees, will be collected by Passport and transferred monthly to the Provider
- (c) Other Fees
 - Zone setup fees **have been waived.**
 - Signage and Sticker fees **have been waived.**
 - Cost per signage replacement: \$35.00.
 - Cost per sticker replacement: \$3.00

7. **Customer Support and Training.**

Passport will field all technical customer calls related to the mobile pay program in English and Spanish. Passport will provide training materials for City employees at no cost. If City requires in-person training, Passport will assess additional fees for time and expenses.

8. Data Ownership.

Passport will own and store all data collected during the operation of the MPP, except where such ownership violates any agreement with any third party data, authentication, or software City. City will acquire a non-exclusive license to use the data during the operation of the MPP pursuant to this Agreement. For the purposes of this section, data includes any information, documents, or electronic files provided to Passport by a parking customer in the course of their use of any component of the MPP and any information or electronic files generated by parking customers' use of the MPP.

9. Intellectual Property

- (a) City will acquire a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the MPP for its internal business purposes. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to City in this Agreement are reserved to Passport.
- (b) City will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the MPP software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the MPP software or source code; (iii) transfer or otherwise grant any rights in the MPP software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

10. Service Levels

Passport will provide hosting for the MPP software. Passport's sole and exclusive obligation in the event of an error or interruption of the MPP is to use Passport's best efforts to restore or repair the MPP as quickly as practicable.

11. Performance Schedule.

Passport will work with the City to implement the MPP. The implementation schedule will be mutually agreed by the Parties. If Passport determines, in its sole discretion, that the implementation cannot be completed on mutually agreed implementation schedule, it may submit a written request to extend applicable deadlines. The City will grant all reasonable extension requests made under the terms of this section. If no such written extension request is submitted, or if the Parties agree that any submitted extension request is not reasonable, the City will be entitled to receive liquidated damages in the amount of one tenth of one percent (0.1%) of the up front cost of the software license, which shall not include any transaction fees, training fees, or ongoing monthly fees, for each day the implementation exceeds the agreed upon deadlines.

12. Scheduled Maintenance.

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to City at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 AM Eastern Time and 5 PM Eastern Time.

13. Product Updates.

Any improvements or modifications made by Passport to the PassportParking platform will be promptly provided to City and will automatically be subject to the terms of this Agreement. City may request that Passport create new features or functionality or otherwise modify the scope or character of the work to be performed by Passport under this Agreement. For any such changes, Passport will provide the City with a written quote of change in price and/or change in time of performance, and Passport will proceed with such changes only upon written consent of the City. The City's consent will be construed as a modification to the City's original purchase order. The City will gain no intellectual property rights in any requested or expedited features or functionality, any change in the scope or character of the work performed, or any subpart thereof, other than as specifically granted in this Agreement.

14. Piggyback Procurements.

City will allow any public agency located in the United States to purchase, and Passport to offer to those public agencies, a substantially similar mobile pay program at the same price and under the same conditions agreed upon in this Agreement between the Parties, without any further competitive bidding, to the extent permitted by law. Each public agency will execute its own contract with Passport for its requirements, funding such service out of its own funding sources. City shall not incur any financial responsibility in connection with Passport's contracting with such other public agencies for such services.

15. Sole Source.

To the extent permitted by applicable laws, City will have the right designate Passport as a sole source for the purpose of purchasing additional services sold by Passport. Each additional service purchased will be sold pursuant to a sale or license agreement separate from this Agreement.

16. Capacity.

City represents and warrants that it has obtained or will obtain all licenses and permits necessary for the purchase of the MPP and operation of the Premises as a parking facility (excepting such licenses, police permits and other applicable governmental approvals required for Passport to perform the services required of it under this Agreement). City further represents and warrants that they have the authority to enter into this Agreement.

17. Confidentiality.

City and Passport agree to treat all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. The

Information will be used solely in connection with the consummation of this Agreement between Passport and City and the operation of the MPP, and will be kept confidential by the City and Passport and each party's officers, directors, employees, representatives, agents and advisors; provided, however, that

- (a) any of such Information may be disclosed to officers, directors, employees, representatives, agents and advisors who need to know such information to execute this Agreement and/or effectively operate the MPP (so long as such persons only use or disclose such Information in the manner permitted in this section), and
- (b) such information may be disclosed to the extent required by law, and
- (c) upon the request of City or Passport, the other party will destroy or return to Passport all material containing or reflecting the Information.

18. Choice of Law.

The Agreement will be governed and interpreted based on the laws of the Commonwealth of Massachusetts.

19. Termination.

City or Passport may terminate this Agreement with thirty (30) days written notice to the other party.

20. Force Majeure.

Neither Passport nor City will be held liable for any delay or omission in performance of their duties under this Agreement caused by causes beyond their reasonable control, including without limitation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, or riots (each a "Force Majeure Event").

21. Survivability.

Sections 17 and 18 of this Agreement and this section will survive the termination of this Agreement

22. Expiration.

If not executed by City, this Agreement expires on _____

23. Disclaimer.

The MPP is provided to City by Passport "as is" and with all faults. City acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the MPP. Other than as specifically set forth herein, neither of the parties makes any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the MPP and related services to be performed pursuant to this Agreement.

24. Severability.

Whenever possible, each provision of this Agreement will be interpreted and construed to be valid under applicable law, but if any provision of the Agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement.

25. Assignment.

This Agreement and all of its provisions will be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Passport nor City may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this

Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.

26. Contractual Silence.

If this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the Parties or resolve a disagreement or conflict regarding the interpretation or construction of this Agreement, the Parties agree to reasonably cooperate to draft a mutually agreeable Amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

27. Amendments.

The Parties may not amend or modify this Agreement except by a written instrument executed by the Parties (an "Amendment").

28. Informal Dispute Resolution.

If either City or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties must first attempt to resolve the matter through this dispute resolution process. The disputing party must notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice must state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties must commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If after ninety (90) days the dispute remains unresolved, the parties may pursue other forms of dispute resolution including mediation or any other judicial or non-judicial form of dispute resolution except binding arbitration.

29. Indemnification.

Each party agrees to indemnify and save (the "Indemnitor") the other party (the "Indemnitee) harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions, negligence, reckless conduct, or willfully wrongful conduct by the Indemnitor or any breach of the Indemnitor's obligations under this Agreement. The Indemnitor will reimburse the Indemnitee for any and all costs, damages, and expenses including reasonable attorney's fees with the Indemnitee pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this section will supplement and will not be construed as a limitation on any other legal rights of the Indemnitee with respect to this Agreement.

29. Entire Agreement.

This Agreement represents the full and complete understanding of the Parties and supersedes any and all prior agreements.

30. Limitation of Liability.

In no event will Passport be liable to City for any lost profits, lost savings, or incidental, indirect, special, or consequential damages arising out of City's use or inability to use the product or the breach of this Agreement, even if Passport has been advised of the possibility of such damages.

*****REMAINDER OF PAGE INTENTIONALLY BLANK*****

The Parties, intending to be legally bound to the terms of this Agreement, have executed this Agreement as of the date first written above.

On behalf of Passport Parking, Inc.

Name:

Title:

On behalf of the City of Wellesley, MA

Name: _____

Title: _____

4. ATM Preparation

We have no specific items to discuss for this agenda item, however we've included it on the agenda in case the Board has any matters it would like to discuss. We will be presenting three PowerPoint presentations on Monday night at the start of the meeting from FMD, Police and Fire as requested by several town meeting members.

5. **New Business and Correspondence** - Other Documents: The Board will find documents the staff are not seeking action on, but is for informational purposes only. Please find the following:

- ❖ Communications Project Manager Job Description
- ❖ Draft STM motions
- ❖ New Era Fund Invitation
- ❖ Commendation to Officer Tim Gover
- ❖ Correspondence from Dick Carls
- ❖ Parking Meter Collections – February 2018

TOWN OF WELLESLEY

Position Description

TITLE: Communications Project Manager **DATE:** 3/29/18
DEPARTMENT: Selectmen **APPROVED:** 
HUMAN RESOURCES: 

ACCOUNTABILITY OBJECTIVES

The Communications Project Manager performs a variety of professional and responsible work to organize and manage the Town's strategic communications efforts. The incumbent guides and manages the implementation of the Town's Unified Plan.

NATURE OF POSITION

The Office of General Government Services is responsible for carrying out the directions and policies of the BOS and those they appoint, and all financial activities of the Town. The BOS oversees the Town's public safety, financial, facilities, and computer operations and encourages and facilitates close communication and cooperation among all boards, officials and the public.

Reporting to the Executive Director, the Communications Project Manager's primary responsibility is to provide public information, Town-wide news, event announcements, and operational program materials of general community interest. The work requires conceptualizing, developing, and implementing media and advertising campaigns, marketing programs, and various special projects that positively represent the Town's operations, departments, and businesses. The incumbent's focus is on the conveyance of public information and the successful representation of Town interests via social media and traditional news outlets. The incumbent acts as a catalyst to increase the public's knowledge of Town business via written and printed word.

The Communications Project Manager maintains and improves the efficiency and effectiveness of all areas under his/her direction and control. Thorough knowledge of Town operations and the exercise of judgment and initiative in completing tasks, particularly in situations not clearly defined by precedent or procedures, are required. The incumbent handles a significant amount of details, each varying from the other in substance and content, requiring a flexible approach to the workload.

The Unified Plan reflects Town, board, and department priorities as represented in 18 months of committee and public gatherings, surveys and other input. Responsibility for many of these priorities would naturally reside with certain Town departments, but others are new and the incumbent will work collaboratively with boards and departments to determine or develop project proponents, create plans, and implement action items. The Plan priorities will be assessed and integrated with other strategic initiatives of the Town and guided by Town-wide financial planning.

DIMENSIONS

The total FY 18 operating budget for the departments under the BOS' jurisdiction is \$59 million.

PRINCIPAL ACTIVITIES TO ATTAIN ACCOUNTABILITY OBJECTIVES

1. Provides information and communications to citizens in cooperation with various Town departments to deliver high-quality customer service. Creates and distributes various Town reports to include the Executive Director's reports, employee newsletters, and other as assigned. Ensures all Town outreach and information are conveyed in a consistent and professional manner.
2. Conveys information and provides education and awareness to citizens and business stakeholders regarding Town initiatives and efforts by creating and distributing press releases, public service announcements, advertisements, brochures and flyers, and other forms of communication. In cooperation with local, regional, and state departments or associations, prepares and publishes advertising campaigns to promote the Town.
3. Proactively seeks information concerning the Town activities and operations that should be communicated to the public. Attends events such as various staff meetings, public meetings, events, celebrations, and press conferences to gather, communicate, and promote information relevant to the Town. Prepares and presents appropriate communication materials for public audience.
4. Participates in interviews with media representatives to publicize various program events or other information as assigned.
5. Develops and executes public relations activities, special events, and other informational campaigns for Town departments as assigned. Serves as a resource and clearing house to departments in coordinating public outreach efforts related to project planning and implementation as needed.
6. Manages, edits, promotes, and maintains content of the Town's official social media and outreach accounts. Ensures current and pertinent information is available to citizens and responds to citizens' questions and comments when applicable. Monitors the Town's social media postings to ensure compliance with established guidelines and uniformity in messaging.
7. Assists in ensuring that time-sensitive and/or emergency information is conveyed to residents as needed by updating the Town's web site and/or social media accounts and responding to events both inside and outside of regular business hours.
8. Promotes citizen participation through marketing efforts using a variety of mediums. Increases knowledge of Town business through partnerships and world-wide media outlets. Promotes the use of video through the Town's public access and/or other cable mediums.

9. Serves as the point of contact and webmaster for the Town's web site and sub-sites. Organizes training sessions and provides functional oversight to Town administrative staff regarding the creation and posting of content to the Town's web sites.
10. Serves as administrator for the Town's self-help and interactive web based applications. Collects submission data and responds to submissions where applicable.
11. Establishes a process for boards and departments to review Unified Plans and Goals on a regular basis. Provides training to such groups on the Town's mission and goals, and publishes this information on behalf of the Town. Works collaboratively with boards and departments to determine or develop project proponents, create plans, and implement action items as needed. Provides project management, coordination and monitoring/reporting to the Executive Director and Town boards and departments.
12. Develops strategies to streamline and simplify government transactions. Develops and implements methods to expand information available online. Ensures that information is dispersed in a way that addresses customer needs with a similar theme across Town boards and departments.
13. Manages data collection and publication necessary for the Unified Plan. Develops electronic tools to publicize this information for taxpayers. Develops a roadmap of additional information that should be shared with the public.
14. Gathers citizen feedback from social media & other civic engagement platforms. Develops a system to respond to concerns, and proactively provides this to departments and boards for follow up. Provides status updates and participation reports to the Executive Director's office regarding outreach endeavors, media outlet followers, and web site subscriptions or account registrations. Keeps the Assistant Executive Director abreast of current and projected concerns of the citizenry.
15. Serves as the main point of contact for assigned Town boards and/or committees regarding public outreach, open meeting requirements and posting obligations.
16. Serves as a member of the Town Meeting Management Team assisting with the compilation, coordination, and distribution of all article materials and information. Attends all sessions of Town Meeting and relevant public hearings.
17. Takes photographs for the web site, press releases, slide shows, and the Annual Town Report.
18. Performs special projects and related responsibilities as initiated and requested.
19. Performs other duties as assigned.

MINIMUM QUALIFICATIONS

- Bachelor's Degree in Communications, Journalism, Marketing, Business Administration, or related field or equivalent.
- Five to seven years of experience with communications, social networking, and web site administration, preferably in a municipal setting, or equivalent.
- Mastery of grammar and excellent ability to communicate effectively in writing, orally, and via internet media outlets.
- Extensive experience developing and implementing strategic plans. Experience working with multiple constituencies and stakeholders, and/or in decentralized organizational settings. Ability to facilitate the implementation of action plans and priorities across a decentralized organization.
- Strong ability to plan and coordinate effective marketing, communications management, and public relations programs.
- Strong interpersonal skills with a high level of social perceptiveness; ability to engage and form relationships with all stakeholders in a wide variety of settings; ability to effectively deal with members of the public in a courteous and tactful manner; and ability to establish and maintain good working relations with co-workers.
- Ability use and apply discretion in order to maintain a high level of confidentiality while determining how and when information dissemination is appropriate.
- Extensive PC software knowledge including all MS Office applications, MS Publisher, InDesign, Facebook, Twitter, and other publishing/graphic design software. Knowledge and skill in using digital photography equipment.
- Demonstrated understanding, familiarity, and skill regarding maintenance and outreach with all social media business and outlets and web sites.
- Familiarity with local government functions. Ability to comprehend Town-wide operations and goals and develop effective ways to relay Town business through a wide variety of media outlets.
- Strong time management and organizational skills; attention to detail; and ability to multi-task, self-motivate, and regularly reassess priorities. Ability to work under pressure and manage stress.
- Competency in working independently and in handling assignments with a high degree of flexibility.
- Ability to train, mentor, and develop staff to present and create professional communications. Train and coach others in information management and marketing.

ESSENTIAL JOB FUNCTIONS

TOOLS AND EQUIPMENT USED

Personal computer, printer, presentation, publishing and spreadsheet software; digital photography equipment; telephone; and fax, copying and scanning machines.

PHYSICAL DEMANDS

While performing the duties of the job, the incumbent is frequently required to sit, talk and hear. The incumbent is occasionally required to walk; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. Hand-eye coordination is necessary to operate various pieces of equipment.

WORK ENVIRONMENT

The noise level in the work environment is usually quiet.



TOWN MEETING

ARTICLE: 2

MOTION: 1

(818 and 822 Worcester Street). To authorize the Board of Selectmen to acquire, by purchase, gift, or eminent domain, the fee interest in: (1) the real property known as 818 Worcester Street, owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety and consisting of approximately 19,810 square feet more or less; and (2) the real property known as 822 Worcester Street, owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety and consisting of approximately 28,878 square feet more or less, said properties further described as follows:

(1) 818 Worcester Street: Assessors Parcel No. 159-74, now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety, see Norfolk County Registry of Deeds Book 5520, Page 326;

(2) 822 Worcester Street: Assessors Parcel No. 159-75, now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety, see Norfolk County Registry of Deeds Book 32385, Page 82;

and that to fund said acquisition and any undertakings as the Board of Selectmen determine to be necessary in relation to the Town's acquisition of the Properties by eminent domain or otherwise, and any other costs associated with said purposes, the Town vote to appropriate the sum of \$xxx,000.00 (xx THOUSAND DOLLARS), and that, for the purpose of meeting such appropriation, the Town Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum in accordance with Chapter 44, Section 7(1) of the Massachusetts General Laws, or any other enabling authority and to issue bonds or notes of the Town therefor, and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of the issuance of such bonds or notes, may be applied to payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the

Massachusetts General Laws, thereby reducing the amount to be borrowed to pay such cost by a like amount.

Approved:

Date

Moderator's Signature

Sponsor's Signature



TOWN MEETING

ARTICLE: 2

MOTION: 2

(826 Worcester Street). To authorize the Board of Selectmen to acquire, by purchase, gift, or eminent domain, the fee interest in the real property known as 826 Worcester Street, owned by Hema and Sugata Roychowdhury, husband and wife, as Tenants by the Entirety and consisting of approximately 10,708 square feet more or less, said property further described as follows:

826 Worcester Street: Assessors Parcel No. 171-76, now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety, see Norfolk County Registry of Deeds Book 28602, Page 260;

and that to fund said acquisition and any undertakings as the Board of Selectmen determine to be necessary in relation to the Town's acquisition of the Properties by eminent domain or otherwise, and any other costs associated with said purposes, the Town vote to appropriate the sum of \$xxx,000.00 (xx THOUSAND DOLLARS), and that, for the purpose of meeting such appropriation, the Town Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum in accordance with Chapter 44, Section 7(1) of the Massachusetts General Laws, or any other enabling authority and to issue bonds or notes of the Town therefor, and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of the issuance of such bonds or notes, may be applied to payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the Massachusetts General Laws, thereby reducing the amount to be borrowed to pay such cost by a like amount.

Approved:

_____ Date

Moderator's Signature

Sponsor's Signature

NEWERA | FUND

and

Friends of the Wellesley
Council on Aging

*Cordially
invite you to attend*

A Dedication Celebration

to recognize
our inaugural donors
and to honor
named room recipients

Sunday, April 8, 2018 • 1-3 pm

TOLLES PARSONS CENTER

500 Washington Street
Wellesley, MA

Light refreshments will be served

RSVP by April 3rd

info@newerafund.org

the Wellesley Council on Aging

Warm Regards,

Cynthia Sebald and
Tony Parker

Meghan, Blythe and Board of Selectmen,

We hope that you will be
able to join us at the April 8th
Dedication Celebration.

Thank you for all you have
done to support the New Era Fund
as we endeavor to support



TOWN OF WELLESLEY POLICE DEPARTMENT

WELLESLEY, MA 02482
Telephone 781-235-1212

JACK PILECKI
Chief of Police

MEMORANDUM

TO: OFFICER TIM GOVER
FROM: JACK PILECKI
CHIEF OF POLICE
SUBJECT: COMMENDATION FROM ELLEN HALLETT
DATE: MARCH 29, 2018

I was pleased to see a copy of a letter which was sent to me by Ms. Ellen Hallett. She mentioned that she had mistakenly left her waist pack on top of her car and had left to attend the Lives rally in Boston. She was told it had not been turned in, however received a call 15 minutes later that an officer had found it.

She stated it was a small thing for the police department and a huge relief to her. The comments of Ms. Hallett 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:

A handwritten signature in blue ink, appearing to read 'Chief Pilecki'.

JACK PILECKI
CHIEF OF POLICE

cc: Board of Selectmen
Bulletin Board
Personnel File

March 25, 2018

Police Chief Pilecki
Wellesley Police Department
485 Washington St.
Wellesley, MA 02482

Chief Pilecki,

I'd like to express my thanks to the officers who helped me out on Saturday, March 24, 2018 about noon when I called the Wellesley Police Department to ask if a waist pack had possibly been returned to the Police Dept.

I explained that I believed I had mistakenly left it on my car after a group of 55 residents gathered to take a bus from the Wellesley Farms MBTA lot to Boston Commons for the March for our Lives rally. I was calling from the Commons in a slight panic having realized only that I did not have my waist pack.

The dispatcher told me no such item had been returned, but took my name and cell number and description of the car and said he would call if it showed up. About 15 minutes later he called to say that an officer had found it and I could pick it up from the station.

Given that my license and a credit card were in the waist pack I was tremendously relieved! I picked it upon returning to Wellesley around 4:30 p.m. assisted by another helpful officer.

A small thing for the police department and a huge relief for me!

My thanks to the officers involved and to the department!
Enjoy a home-made chocolate chip cookie!

Many thanks,
Ellen Hallett
62 Upson Rd.
Wellesley, MA 02482

March 22, 2018

Dear Friend and Wellesley resident:

Attached is a progress report on our proposal for a Continuing Care Retirement Community (CCRC) for Wellesley.

Recognizing location to be a key starting point, the town has several alternatives which might work with one to be chosen and voted on at Town Meeting.

With this qualification, one possibility to be explored would be a sensitively designed facility on an isolated portion of the North 40, of approximately 22 acres, at its center. Another would be of similar size and design on a portion of Wellesley's Centennial Park, also at its center, away from neighboring properties.

It is a major project with ambitious goals, quite important to a significant portion of our population, not just to the folks who will live here but to their families as well.

As you can imagine, it's going to take longer than the next few months. Even with lots of us, and it will take lots of us, it can be done and it will give Wellesley important new vitality.

As you read through the two pages of this report and have questions and comments, I hope you will feel free to share them with me, email at rcarls1@verizon.net, or by post mail, to 495 A Washington St., Wellesley, Ma. 02482.

Thanks very much,

Dick Carls

March 22, 2018

A proposal for a CCRC in Wellesley on one of the town's possible location

The demand for a Continuing Care Retirement Community (CCRC) is real. People, all of us, at some point slow down and seek to downsize. The attraction of family, friends and associations is very strong. And residents don't want to leave their homes.

Currently it's estimated there are 3,000 people or approximately 11% of the town's population of 29,000, who are 70 plus years old in this category. Many of us healthy, some with health issues, all of us getting older and working our way toward qualifying for CCRC residency.

The concept is well established. It takes people, more or less healthy, seeking to slow down and/or downsize and provides them a home and lifetime healthcare. About 85% of the industry is "not-for-profit." As people age and lose mobility they're not as equipped to negotiate and so "for profit" would seem to lose some of its validity. This project is a "not-for-profit"

The CCRC provides a home. Tolles Parsons is excellent, providing seniors programs and avenues for purposeful living. Social clubs, services, churches and cultural associations do the same. The CCRC however goes further. It provides a home and in-house health care, all under one roof, a place to come home to allowing residents to stay home when not feeling like going out, affording privacy when privacy is wanted and then when company is sought, common spaces for lounging, dining facilities, exercise spaces, meeting rooms, study areas and in-house health care, all without going out.

Wellesley has several alternative locations which can work, with the one chosen to be voted at Town Meeting. With this qualification one possibility explored would be a sensitively designed facility in an isolated portion of the North 40, approximately 22 acres deep in its center. Another would be of similar size on a portion of Wellesley's Centennial Park deep within its center away from the neighboring properties.

The project proposed here is planned to be a home with the basic comforts and standard of living Wellesley residents are used to. The basic amenity package will be carefully selected to keep costs down, thereby affordable to as broad a range of people as possible, with additional amenities as may be required at appropriate cost, to serve as much of the population as possible.

To be as useful as possible, as well as economic for all concerned, it is planned to integrate the services and amenities of the project with those of the Tolles Parsons Senior Center, Library and local colleges. All this to help deliver a spirit of being at home and retain traditional residential town feel.

This CCRC is proposed to be just under 200 garden apartments, connected around a common building, small enough to occupy less than half the 47 acres and not compromise the wooded ambience of the area, but large enough to operate economically. The units would be a combination of one and two bedrooms, so as to accommodate the approximate 30% of residents who have a living spouse. This will be approximately 250 persons, amounting to just under 10% of the estimated 70 plus population.

It would be designed to respond to the town's predominately upwardly mobile people, open to Wellesley residents and then people from abutting towns along with parents not now living here,

seeking to be near their kids and grandchildren now living in the area. Altogether, it is planned to be about helping the town to stay focused on balanced growth and maintaining its residential character.

How well will the project fit physically in the 47 acre parcel? A look at North Hill lodged at the southeast corner of the Babson College property helps illustrate that if carefully designed, with sensitivity, it will be able to fit very nicely without compromising its neighbors. A preliminary site plan is also available showing building, lawn, parking areas, the projects setbacks and how it all can work.

Traffic-wise the project would be entered from Turner Road off Weston Road. Seniors do not use their cars anything like the way younger people do. This plus having underground parking for residents and distributed evenly around the perimeter, close to the individual apartments, where the residents are living all helps minimize congestion. And then there will be plenty of community bus service to further minimize the traffic.

Part of "the fit" story is its central location with its proximity to downtown shopping, town hall activity, the Tolles Parsons Senior Center, Wellesley Library and Wellesley College. And for walkers and people enjoying the woods there is ready access to the town trails and the multitude of sites for enjoying nature around Morse's Pond.

Health-wise "the fit" looks attractive too. This project is planned to utilize the services of nearby Newton-Wellesley Hospital. Preliminary talks with them indicate they would welcome providing this CCRC with the health care needs of its residents. In addition to the on-site facilities Newton-Wellesley would have, it's worth noting N-W H. already have several others in operation in Wellesley now.

Finance-wise the proposed project would be long term leased making it a money maker for the town, with the lease payments covering the project's fair share of its utility operating costs and Wellesley's interest cost in financing its \$35 mm investment for the purchase of the property. The project would be organized as a private not-for-profit corporation, independent of town government, though subject to various approval rights the town might require, arising from the town's P/S agreement with the college.

In summary, if one might look at the project through the eyes of a prospective experienced, competent developer/operator, the developer/operator might conclude the following:

1. There's major growth potential here worth the investment of time, energy and dollars needed.
2. The project will benefit the residents and town and the developer/operator.
3. With all the services Wellesley now provides its seniors, there's still a missing gap, the idea of a home where seniors of Wellesley and abutting towns can live and age gracefully.
4. The town has ready demand.
5. Wellesley has a strong body of capable volunteer citizens, good potential for building the strong core group needed for pulling together the popular support needed to make it happen.

So can we go ahead and do it!

Dick Carls

