

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

FACSIMILE: (781) 239-1043
TELEPHONE: (781) 431-1019 x2201
WWW.WELLESLEYMA.GOV
BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

SELECTMEN'S MEETING
TENTATIVE AGENDA
Middle School Library
5:30 P.M. Monday, April 9, 2018

1. 5:30 Citizen Speak
2. 5:35 Executive Director's Report
 - Approval of Minutes
 - Arbor Day Proclamation
 - Acceptance of Gift
3. 5:45 Vote to Open Warrant for Special Town Meeting June 5 & 6
4. 5:55 Preparation for Special & Annual Town Meeting
5. 6:25 Discuss HHU – School Building Committee (SBC)
 - Authorize SBC to Release School OPM RFQ
 - Discuss SBC Reorganization and Expansion
6. 6:50 New Business Correspondence

Next Meeting Dates: Tuesday, April 10, Annual Town Meeting
Monday, April 23, Annual Town Meeting
Tuesday, April 24, Annual Town Meeting

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SELECTMEN'S MEETING
TENTATIVE AGENDA
Middle School Library
6:00 P.M. Tuesday, April 10, 2018

1. 6:00 Citizen Speak
2. 6:05 Approve Eligibility Letters for 40B Housing Projects
 - 16 Stearns Road
 - 680 Worcester Street
3. 6:25 Approve Contract Extension – Passport
4. 6:30 Ratify Health Insurance Memorandum of Agreement
5. 6:35 Discuss War Memorial Scholarship Fund
6. 6:40 Preparation for Annual Town Meeting
7. 6:50 New Business/Correspondence

Next Meeting Dates: Monday, April 23, Annual Town Meeting
Tuesday, April 24, Annual Town Meeting
Monday, April 30, Annual Town Meeting

4/4/2018

Black regular agenda items

Board of Selectmen Calendar – FY17

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
4/16 <i>Monday</i>	TOWN HALL CLOSED (Patriots Day)	
4/17 <i>Tuesday</i>	No Meeting	
4/23 <i>Monday</i>	ATM 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 <i>Tuesday</i>	ATM	
4/30 <i>Monday</i>	ATM (If Needed)	
5/7 <i>Monday</i>	Meeting	
5/14 <i>Monday</i>	Meeting	
5/21 <i>Monday</i>	Meeting Authorize Issuance of Bonds/Notes for debt	
5/28 <i>Monday</i>	TOWN HALL CLOSED (Memorial Day)	
6/4 <i>Monday</i>	Meeting	
6/5 <i>Tuesday</i>	STM #2	
6/6 <i>Wednesday</i>	STM #2	
6/11 <i>Monday</i>	Meeting	
6/18 <i>Monday</i>	Meeting	
6/25 <i>Monday</i>	Meeting	
7/2 <i>Monday</i>	Meeting	
7/4 <i>Wednesday</i>	TOWN HALL CLOSED (INDEPENDENCE DAY)	
7/9 <i>Monday</i>	Meeting	
7/16 <i>Monday</i>	Meeting	
7/23 <i>Monday</i>	Meeting	

4/4/2018

Black regular agenda items

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
7/30 <i>Monday</i>	Meeting	
8/6 <i>Monday</i>	Meeting	
8/13 <i>Monday</i>	Meeting	
8/20 <i>Monday</i>	Meeting	
8/27 <i>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 **5:30 PM** on Monday in the Library at the Middle School. We have a few things that were deferred from last week, as well as some important tasks to address such as the 2nd STM and other topics related to the School Building Committee.

Please also note that on Tuesday we'll start at **6:00 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: April 5, 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.

- 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 spring bond sale for the Town is confirmed for May 21st so please put that on your calendars.
- Just a reminder that the Housing Production Plan citizen meeting is on Saturday at 9:30 AM in the Great Hall.
- I'm glad you could all attend the Green Communities celebration today. I suggested to Marybeth that they display the big check somewhere at Town Meeting next week to give everyone a reminder of the good work that is forthcoming.
- Continuing the good news for FMD – our insurer MIIA wants to better job of supporting its members in the area of best practices regarding facilities management. They have asked us to host a meeting later this month along with the Facilities Administrators Association to discuss this. We were chosen as an example of best practices that other communities can learn from.

- Town Hall elevator – it was inspected on Wednesday and is back in use! While inspecting the repairs they also conducted the annual inspection so we're good for the next year.
- I'm sure you saw the email from David Lussier that there appears to be a supplemental budget for FY18 to add back funds for circuit breaker. While we would have liked to get that earlier, those monies can be tucked aside for next year or the following should we have more cases than we have budgeted for.
- With the vote on the funds for electronic permitting this week at Town Meeting we've inked the agreement with Viewpoint Cloud. We are able to use the FY18 funds on hand to get going so we can work to roll this out in the building department for July.
- As you likely know, Deb Carpenter stepped down from the Planning Board recently. In your FNM is the requisite letter from the Planning Board notifying you of the vacancy. They will be advertising for interested candidates after which both boards can hold a joint election to fill the vacancy until the next election.
- I will be out of the office and out of state on Friday and through the weekend, but am available by cell phone if you need to reach me. Meghan and Cay are both in the office on Friday.

2. Executive Director's Update

- Acceptance of Minutes – Included in your packet are several sets of minutes from the meetings of March 12, 19 and 26, as well as April 2 & 3.

MOVE that the Board approve the minutes of the March 12, 19 and 26, as well as April 2 and 3, 2018 meetings.

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Board of Selectmen Meeting: March 12, 2018
Present: Gibbs, Freiman, Sullivan Woods, Morgan, Ulfelder
Also Present: Robinson, Jop

Minutes Approved: February 6, 2018
February 20, 2018
February 26, 2018

Warrants approved: 2018-034 in the amount of \$4,244,601.66
2018-035 in the amount of \$4,185,617.00

Meeting Documents:

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

1. Call to Order and Citizen Speak

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

First that due to the expected snow storm Wellesley Public Schools and Town Hall would be closed 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 Board's 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
76 installed in the vestibule acknowledging the generosity in donating the land used to create the Tolles Parson
77 Center. The second plaque will honor the inaugural donors that helped create the Tolles Parsons Center and
78 support 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
87 two new restaurants in this area. Ms. Jop reminded the Board that they had previously reviewed the traffic
88 and parking component of the application as this is a retail moving to restaurant location. She noted that
89 this application is in compliance with the existing agreement and from a permitting perspective, the
90 application 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 seventh business, and seventh door for customers to enter. This concept
103 will be more upscale from the Cottage, focused on a sophisticated theme. The space will have a fresh oyster
104 bar, a 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
107 about the exact location to which the restaurant will be moving. Ms. Gibbs inquired as to the parking
108 arrangements for employees. Mr. Spencer responded that they will take over the space from the golf store
109 and the car impact from employees will be approximately ten as most of the kitchen staff will take public
110 transportation; full staff on a busy night will be expected to be 22 people total, most utilizing public
111 transportation.

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

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

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

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

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

126 Robinson noted that Representative Peisch has been helpful with this process, has met with the Town, and
127 has reached out to MassDOT. She recommended that the Board inform MassDOT of the Town's position
128 before they proceed further with the project.

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

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

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

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

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

162 Mr. Hickey continued with his presentation, and detailed how the utilities are proposed to function with
163 this new design. He has expressed concerns to MassDOT as well as Rep. Peisch. Ms. Gibbs explained that
164 safety is always the top concern; however, the natural pathway does not include Route 9 and was convinced
165 that not pushing for a guard rail would be the correct action. Ms. Gibbs stated that the barriers or the guard
166 rails could confuse people as they often appear as temporary structures. Ms. Freiman agreed with Ms.
167 Gibbs and believed that by trying to solve a safety problem a new problem had been created. Ms. Freiman
168 further noted that smaller cars lower to the ground would also be impacted as they could not have a proper
169 view. Mr. Ulfelder agreed and asked if this was a MassDOT mandate or strictly from the Town's initial

170 concern. Mr. Hickey was not able to find any mandate and pointed to other similar intersections without
171 these barriers or guard rails. Mr. Hickey believes that MassDOT has been working off their manual rather
172 than mandates or regulations.

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

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

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

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

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

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

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

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

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

218 **No Motion.**

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

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

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

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

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

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

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

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

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

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

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

283 **No Motion**

284 **10. New Business and Correspondence**

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

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

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

1 **Board of Selectmen Meeting: March 19, 2018**
2 **Present: Gibbs, Freiman, Sullivan Woods, Morgan, Ulfelder**
3 **Also Present: Robinson, Jop**
4

5 **Minutes Approved: None**
6

7 **Warrants approved: 2018-036 in the amount of \$5,893,128.10**
8

9 **Meeting Documents:**

- 10 1. Agenda
- 11 2. BOS Calendar
- 12 3. Agenda Background Memo
- 13 4. Request from Recreation Commission to accept a gift from The Cottage, Wellesley
- 14 5. Change of Manager application from Babson College
- 15 6. 818-822 Worcester Street Site Eligibility Response letter to MassHousing
- 16 7. Correspondence from Ms. Ingrid Carls
- 17 8. Correspondence from Ms. Marina Gil-Santamaria
- 18 9. Correspondence from Ms. Carol Jankowski
- 19 10. 16 Stearns Road Site Eligibility Response to MassHousing Draft
- 20 11. Correspondence from Playing Fields Task Force
- 21 12. Hunnewell multipurpose and Lee Fields PowerPoint presentation
- 22 13. Smith & Wollensky entertainment license application
- 23 14. 254 Washington Street Lease Agreement
- 24 15. MAPC Contract Extension
- 25 16. Correspondence from BAA – 2018 Contribution from the Marathon
- 26 17. Letter of thanks from The League of Women Voters of Wellesley
- 27 18. Registry of Motor Vehicles Closure Notice
- 28 19. MassDOT/RMV press release
- 29 20. 40B Update Memo
- 30 21. Draft of TWFP

31

32 **1. Call to Order and Citizen Speak**

33 Ms. Gibbs, Chair, called the Board of Selectmen meeting to order at 6:00 PM.

34 Ms. Gibbs made several announcements. The Wellesley Public School Meeting to discuss school security
35 is scheduled for March 20th and will begin at 7:30 in the Wakelin Room at the Library.

36 The Housing Production Plan community forum rescheduled from the previous week will take place at the
37 Sprague School Gym on March 21st from 7-9:30 pm.

38 The League of Women voters will be holding two pre-Town Meeting preparation sessions for Town
39 Meeting Members. The first at 7:00 pm on Thursday, March 22nd at police station and 1:30 pm on Sunday,
40 March, 25th also at the police station.

41 An informational session on the proposed acquisition of 818-822 and 826 Worcester Street is scheduled for
42 3:30 pm on Sunday, March 25th, in the Great Hall located in Town Hall.

43 **Citizen's Speak**

44 None.

45 **2. Executive Director Updates**

46 Ms. Robinson informed the Board of a gift from The Cottage for the Recreation Department to be accepted
47 in support of the Summertime Concert series. She then reviewed the standard application for change of
48 manager for Babson College. Ms. Robinson informed the Board that FMD was working toward putting
49 out the RFP to start the design work for the Middle School steam pipes assuming it passes Town Meeting.
50 She also noted that the Moderator, Town Clerk, AV Coordinator and Wellesley Media Director met at the
51 Middle School to perform a dry run for annual Town Meeting and it went well.

52 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to accept a gift**
53 **of \$1,200 from The Cottage to the Recreation Department in support of the Summertime Concert**
54 **Series.**

55 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve the**
56 **change in the Manager of Record for Babson College from Peter Connors to Geoffrey Searl.**

57 **3. Joint Meeting with Planning Board**

58 Ms. Gibbs introduced the Planning Board members that were present for the joint meeting including: Chair;
59 Catherine Johnson, Vice-Chair; Harriet Warshaw, Kathleen Woodward, Jim Roberti, and Michael Zehner;
60 Planning Director

61 Ms. Johnson called the Planning Board meeting to order at 6:10 pm.

62 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to convene a**
63 **joint meeting with the Planning Board.**

64 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to elect Ellen**
65 **Gibbs as chair of the joint meeting.**

66 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (9-0) to elect**
67 **Catherine Johnson as secretary of the joint meeting.**

68 Ms. Gibbs stated that there were three items to discuss; the Unified Plan, and eligibility letters for 818-822
69 Worcester Street and 16 Stearns Street.

70 The Unified Plan discussion took place first. Ms. Gibbs provided clarification that the purpose for this
71 discussion was to vote to accept the draft Unified Plan documents submitted by Stantec. She stated that the
72 final draft was submitted in February and additional work would need to be done including a thorough
73 review to make corrections, clarifications, and address inconsistencies. She expressed hope that there would
74 be an opportunity to work on an executive summary and an index to pull out the priorities and actionable
75 items in order for people to review the takeaways that the Town needs to address. She stated her belief that
76 this should be viewed as a working draft and project management would remain active and involved in the
77 next phase.

78 Ms. Johnson asked for clarification; specifically, whether Boards will be discussing the draft at their
79 meetings or as individuals. Ms. Freiman clarified that the original intent was that the plan would be accepted
80 by the Planning Board and the Selectmen. She stated that the intention was that the two Boards would
81 continue the process and adopt the plan. The project management team would be reporting on the two-year

82 process but Town Meeting would not vote on the plan. Ms. Johnson added that both the Planning Board
83 and the Selectmen would both accept and adopt the plan.

84 The Board discussed the process moving forward once the Unified Plan is adopted. Ms. Freiman stated that
85 the plan is exclusive to its four corners but is iterative to the process and will adapt and change as the
86 process moves forward.

87 Mr. Roberti clarified his position that there are holes and errors in the document that need to be reviewed
88 in getting it to the first iteration. He stated he wants the document to make sense as of the date its approved.

89 Ms. Woodward inquired if a guidebook would be a good analogy of the process. Ms. Sullivan Woods felt
90 comfortable releasing Stantec when the guidebook was completed and the Town would then take
91 responsibility to set a deadline. Ms. Freiman clarified that this will be a living document and pieces will
92 be incorporated into department work plans and in both the annual report and the advisory report.

93 Ms. Gibbs suggested that perhaps the period for comments ought to be extended. Mr. Zehner added that
94 comments need to go to Stantec to make final edits. He stated his belief that edits to the document could
95 only be made by Stantec with their software. Ms. Jop stated that the comment period could be extended to
96 a specific date. Mr. Zehner asked if there are policy, strategy, or other concerns that make either Board
97 hesitant to adopt the plan and noted that it is not an inflexible document. Mr. Ulfelder reflected that this is
98 not a replacement of the current policies and procedures, but instead an opportunity to guide how to filter
99 projects.

100 Ms. Freiman suggested that agreement be reached on the extension time for comments and submit them to
101 Stantec. Ms. Johnson asked if full outreach should be done to all the Boards and Commissions to inform
102 them they may want to take this up at their next open meeting for any further edits.

103 The Board agreed to an extension of time for comments and feedback from all Boards, to May 1st. The
104 Selectmen will contact Stantec and explained that additional input was still being collected and a thorough
105 review was needed in order for the document to be finalized.

106 **Review Eligibility Letter: 40B Project Proposed for 818-822 Worcester Street:**

107 Ms. Jop reviewed the draft letter due to MassHousing on March 21st regarding the 818-822 Worcester Street
108 40B project and the next steps in the process when the letter is submitted. The proposal is for the
109 development of a 28-unit condominium structure on a site that is approximately 1.12 acres. She reviewed
110 the Towns proposal to acquire the parcels to create access on Route 9 and adjoin the Hardy School to the
111 rear of the parcels. She reminded the Board that comments were originally due in February and the Town
112 received a 30-day extension.

113 Ms. Jop expanded on some of the comments included in the letter; specifically, the site constraints, density
114 and proximity to abutters. She explained that traffic impact is a concern given the location on Route 9 and
115 driveway of the adjoining property and neighborhood. She added that utility access is a concern as utilities
116 would need to be accessed by Town property to the rear of the site and would disrupt the playgrounds of
117 the Hardy School. The letter also addressed the immediate proximity to several other 40B projects. She
118 informed the Board that comments received from abutters will be included in the submission.

119 Ms. Woodward asked that water supply protection district language be added to as a matter of health and
120 safety. Ms. Johnson added that Wellesley depends on its own water supply districts for water rather than
121 MWRA.

122 Mr. Morgan asked that the motion be amended to add the Chair be authorized to sign the letter with edits
123 made at this meeting.

124 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve the**
125 **Town's letter to MassHousing regarding site eligibility for the 40B project proposed located at 818-**
126 **822 Worcester Street and authorize the Chair to finalize the letter incorporating comments received**
127 **this evening.**

128

129 **Discuss Eligibility Letter 40B Project Proposed for 16 Stearns Road**

130 Ms. Jop addressed the 16 Stearns Road project and noted that this was the second time this property came
131 up for site eligibility as MassHousing had denied the previous application. Since the denial the developer
132 has downsized the project from thirty-six units to twenty-four. Ms. Jop reviewed the major concerns the
133 Town has with the project including location of the site and limited access for construction vehicles. She
134 added that the Town has considerable concerns as parking is prohibited on both Francis and Stearns as well
135 as Route 9. She informed the Board this is an initial draft of the letter; a final letter does not need to be
136 submitted to MassHousing until April 9, and additional comments can be added.

137 Mr. Ulfelder stated that one of his principle concerns in the first letter was water displacement where the
138 area already has sump pumps in place in the area homes. He added that the Town should explain that the
139 changes the developer has made to the project has not changed the Boards objections.

140 Ms. Johnson asked about the potential for State Chapter 21-E environmental issues due to the amount of
141 land to be leveled be reviewed. She stated that it needed to be a concern because they would be leveling a
142 substantial amount of land. She added that 680 Worcester Street would go before the Historical Commission
143 for a demolition review. Ms. Woodward noted that MassHousing instructed the developer to talk to the
144 neighbors and has not; instead asserting that the neighbors refuse to speak to him. She asked if the Board
145 letter should address the lack of communication. Mr. Morgan stated he believed it was fair to reference that
146 the developer has spoken with the Town but the Town is unaware of him working with the neighbors.

147 Ms. Gibbs introduced Mr. Buhler, a resident in the neighborhood, who wished to address the Board. Mr.
148 Buhler reflected on comments in the letter. He stated that best the advice the residents have received is to
149 not use the same template from the first letter. He believed the letter should be referencing everything that
150 is old, the new changes, and stating new objections. He reiterated that criteria the original proposal was
151 denied by MassHousing has not materially changed. He noted that this is a unique location as the Town is
152 the only direct abutter to the envelope and the Town can say it cannot permit this project based on its site
153 constraints. Ms. Jop stated the letter will be revised to focus on the initial denial by MassHousing. She will
154 post the revised letter for comments and the residents will be able to send letters to be attached to the letter.

155 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (9-0) to close the joint**
156 **meeting.**

157

158 **4. Discuss Board position on Annual Town Meeting Warrant Articles**

159 Ms. Sullivan Woods introduced Mr. Sheehan and Ms. Creevy from the Playing Fields Task Force (PFTF).
160 Mr. Sheehan had been working with the softball dream team group to renovate the multipurpose and Lee
161 fields to make them appropriate for the softball players; recreational and school teams. They had been
162 working with NRC and CPC on renovating the two fields. CPC had vetted the proposal and collaborated

163 with NRC and submitted their plan for Town Meeting a proposal to expend \$100,000 to work with DPW
164 to design the softball field renovation.

165 Mr. Sheehan began his presentation for the Board; detailing the current conditions of the fields and
166 introducing the background of the PFTF. He explained the goals of the project and the problems with the
167 current fields and including the lack of ADA accessibility. Ms. Creevy presented the project history
168 including the disparity between the softball field conditions versus the boys' baseball fields. She noted the
169 support the committee received and the funding received from private fundraising and grants and the
170 background of the current design.

171 Mr. Sheehan restated that the designs are preliminary and they have received feedback from NRC and
172 neighbors. The task force is awaiting approval for permitting and schematic design and will then go back
173 with feedback and a detailed design for stakeholders to be aware of exactly what the changes will be. He
174 also detailed the funding plan for fiscal year 2019 and the funding going forward in fiscal year 2020.

175 Ms. Sullivan Woods voiced support for the project at the current stage of the proposal. Mr. Ulfelder noted
176 his support as it would bring equity between the baseball fields and the softball fields.

177 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to support a**
178 **request for \$100,000 in CPC funds to undertake schematic design for Hunnewell Multipurpose and**
179 **Lee Fields Rehabilitation Project**

180 **Discuss Library Interior Renovation and Materials Handler Projects**

181 Mr. Ulfelder gave a brief overview of the proposed library projects, warrant articles 19 and 20. He added
182 that the articles are being considered by the Selectmen because the projects would be a capital expense that
183 would impact future capital budgets. He stated that the question for the Selectmen for this project is the
184 timing of the design funds not the design itself.

185 Ms. Freiman stated that the Selectmen met first with the Trustees on November 7th, at which time the Board
186 was supportive of the idea, but concerned about capital planning and sequencing of projects. She added that
187 when the Trustees met with The Advisory Committee, Advisory raised issue that the project has not been
188 on the capital plan at any time and noted that the RFP had to be released twice. She added that the project
189 was not laid out in the capital plan as other Town projects are and did not follow the usual sequence of,
190 feasibility, design and construction. She noted that projects are usually done this way so all Boards and
191 Departments can plan and understand what projects are coming and the best way to fund them.

192
193 Mr. Morgan stated that the Town has made great progress on capital planning process. He added that the
194 Town has brought the cash capital and the budget in well below what had been expected, a critical factor
195 in avoiding an override. He noted that the Town has adopted a debt policy on cash capital and inside the
196 levy debt to keep within a range. Mr. Morgan stated that the Town is facing a prospect that these projects
197 moving forward will put the Town outside the range. He added that prioritization choices will need to be
198 made. The Board had reached out to The School Committee regarding the paving project and asked to push
199 that off to go through the prioritization process. Mr. Morgan was not supportive at this time with either
200 project. He added that there is a strong case that the material handler as a standalone project is questionable.

201
202 Ms. Gibbs add that she does not believe this is an emergency project. She stressed that there are some fairly
203 high need projects in the queue and believes it would be irresponsible to prioritize the library projects ahead
204 of others. She added that the project was not clear that the design work may not produce a sustainable
205 design that could be constructed. Ms. Gibbs noted that there has not been sufficient discussion on the future
206 needs of the residents or what the Library needs to become. She believed that it would be best to be clear
207 with Town Meeting that the Board depends on the capital plan process. She added that through this process

208 the Town can determine where the funds are going to come from and where the project will fall in the larger
209 scheme.

210
211 Ms. Freiman stated she was not supportive the project and added that there are larger projects on the horizon.
212 She added the complications of relocation and staff three and a half million dollars in construction this
213 would not be a modest project. She noted that the building has been in use for fourteen years and does not
214 believe this internal remodel accounts for the building system needs or upgrades at twenty-five years.

215
216 Ms. Sullivan Woods stated that to her this was not a new project. She added that the material handler has
217 been on the capital plan and discussed by the Advisory Committee for several years and sits in the Town
218 Wide Financial Plan for this year. She noted that the Trustees did an economic plan, and added that she had
219 not seen the study or anything that would contradict that the project should move forward as it was put on
220 the plan and approved the Town Wide Financial Plan for \$350,000. She stated that the trustees have brought
221 forward a project that will bring up the library to use space to its optimal capacity.

222
223 The Board continued to discuss whether they would support the Library projects moving forward. The
224 Board agreed that they should take a position. Ms. Freiman added that in the normal course of business the
225 motion is in the positive. Ms. Robinson informed the Board had drafted motions for the meeting which
226 were not supportive of the projects and were taken off as to not assume how the Board would vote. Mr.
227 Ulfelder responded the Trustees expected the Board to vote at this meeting. Mr. Morgan agreed the motion
228 should be in the positive and reported how the Board voted if unfavorable.

229
230 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (1-4) to support**
231 **funding under Articles 19 and 20 of the Annual Town Meeting.**

232 **5. Review Request for Entertainment License – Smith & Wollensky**

233 Ms. Jop provided background and brief overview of the application for the entertainment license for
234 installation of televisions at the bar area and play music in the entire restaurant. She informed the Board as
235 to the usual process in licensing for televisions and music. Mr. Baker of Smith & Wollensky joined the
236 Board. He noted that the music will be subtle and in the background and the televisions will most often be
237 muted.

238 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve a**
239 **yearly weekday and Sunday entertainment license for Smith and Wollensky’s through December 31,**
240 **2018**

241 **6. Discuss Renewal of License – 254 Washington Street**

242 Ms. Robinson reviewed the background of the licensing for the parking lot and noted it is a license not a
243 lease. She stated that the license should be revised to a lease and had come to renewal. Parties are asking
244 the Board to renewal license for one year to give the Town time to go through the process of going to Town
245 Meeting in 2019.

246 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to authorize a**
247 **one-year renewal of a license with Haynes Management for the use of the Eaton Court Parking Lot.**

248 **7. Approve Contract extension – Pavement Markings - MAPC**

249 Ms. Robinson introduced the background of the contract extension. This would the same pavement
250 markings with the company as it saves the Town from bidding out. The contract extension would also
251 provide that some markings will be updated before the Marathon.

252 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to approve an**
253 **extension of MACP's Contract with Markings, Inc. for the application of pavement markings in the**
254 **Town of Wellesley through December 31, 2018.**

255 **8. New Business and Correspondence**

256 Ms. Robinson reminded the Board that the Town had received of the BAA contribution for the 2018
257 Marathon.

258 **Meeting was adjourned at 8:40 p.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.

1 **Board of Selectmen Meeting: April 2, 2018**

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

3 **Also Present: Robinson, Jop**

4
5 **Warrants approved: 2018-038 in the amount of \$4,621,093.00**

6
7 **Meeting Documents:**

- 8 1. Agenda
- 9 2. BOS Calendar
- 10 3. Executive Director's Weekly Report
- 11 4. Draft BOS meeting minutes from March 12, 2018
- 12 5. Draft BOS meeting minutes from March 26, 2018
- 13 6. Correspondence from DPW regarding acceptance of gift from Garden Club of Wellesley
- 14 7. MAPC Passport license agreement
- 15 8. Communications Project Manager Job Description
- 16 9. Draft STM motions
- 17 10. New Era Fund invitation
- 18 11. Commendation to Officer Tim Gover
- 19 12. Correspondence from Dick Carls
- 20 13. Parking Meter Collections – February 2018

21
22 **1. Call to Order and Citizen Speak**

23
24 Ms. Gibbs, Chair, called the meeting to order at 6:30 pm.

25
26 **Citizens Speak:**

27 None.

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

29 The Board deferred action on the Executive Director's Report until next week's meeting.

30
31 **3. Approve Contract Extension – Passport**

32
33 The Board deferred action on the contract extension with Passport Inc. for the Pay by Phone parking
34 services until next week's meeting.

35
36 **4. ATM Preparation**

37 Chief Jack Pilecki, Deputy Chief Scott Whittemore, and Lieutenant Marie Cleary joined the Board to
38 discuss a proposed amendment to Article 8, Motion 2 to fund a new School Resource Officer (SRO). Ms.
39 Robinson updated the Board on a proposal received late in the afternoon from a resident, Joelle Reidy, to
40 add two additional SROs to the Police Department staff. Chief Pilecki reviewed the roles of SROs and
41 reviewed comparable community's SRO staffing numbers. The majority of comparable communities do
42 have two SROs, or are seeking an addition of an SRO in the upcoming Town Meeting cycle. The Board
43 discussed whether they should initiate an amendment to add one new SRO to the Police staff. Chief Pilecki
44 reviewed the cost of the additional officer, as well as the overtime needed to back fill the position until such
45 time as a new hire is made, academy trained, field trained, and able to work independently. The Board

46 discussed the pros and cons of adding an SRO, and was supportive of putting forward an amendment to
47 Article 8, Motion 2 to add the officer, with the use of free cash being amended in Motion 3.

48 **Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board voted (5-0) to bring forward**
49 **an amendment to Article 8 to add one additional School Resource Officer position to the Police**
50 **Department.**

51 **5. New Business and Correspondence**

52

53 None.

54

55 The meeting was adjourned at 7:02 pm

Board of Selectmen Meeting: April 3, 2018

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

Also Present: Robinson, Jop

Meeting Documents:

1. Agenda

1. Call to Order

Ms. Gibbs called the meeting to order at 5:35 pm.

2. Executive Session

Executive Session under M.G.L. c. 30A, §21(A), exemption #6 to discuss the purchase of real estate.

Upon a motion by Ms. Freiman and seconded by Mr. Morgan the Board was polled all aye (Morgan-Aye, Freiman – Aye, Ulfelder- Aye, Sullivan Woods- Aye, Gibbs- Aye) that the Board enter into Executive Session under M.G.L. c 30A, §21(A) exception #6 to discuss the purchase of real estate. Furthermore, that Town Counsel Tom Harrington, Blythe Robinson and Meghan Jop be invited to participate in the meeting.

Upon a motion by Ms. Freiman and seconded by Mr. Morgan, the Board was polled all aye (Morgan -Aye, Freiman – Aye, Ulfelder-Aye, Sullivan Woods –Aye, Gibbs – Aye) to close the Executive Session and enter back into open session.

3. New Business and Correspondence

Ms. Robinson and Ms. Jop gave the Board a brief update on the construction activity at 900 Worcester Street. Ms. Jop and Town Counsel Tom Harrington noted a meeting has been scheduled with Mr. Brian Devellis, developer of 900 Worcester Street, to discuss program schedule, construction schedule, and solar installation for later in the week.

The Board of Selectmen meeting was adjourned at 6:30 p.m.

- Arbor Day Proclamation - included in your packet is a proclamation that would designate April 27th as Arbor Day. This request is made annually by the Department of Public Works to recognize the importance of trees to the Town of Wellesley

MOVE to approve the Proclamation designating April 27, 2018 as Arbor Day in Wellesley.

TOWN OF WELLESLEY



MASSACHUSETTS

TOWN OF WELLESLEY

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

PROCLAMATION ARBOR DAY APRIL 27, 2018

- WHEREAS:** trees are an important environmental and aesthetic feature of the Town of Wellesley; and
- WHEREAS:** citizens of the community actively engage in efforts to enhance the The natural beauty of Wellesley on both private and public lands; and
- WHEREAS:** community groups and civic organizations participate in Arbor day Activities, working with school children and Town agencies in Supporting their stewardship of trees and the environment; and
- WHEREAS:** the Commonwealth of Massachusetts has declared the last Friday in April to be Arbor Day which this year will be observed in the Town of Wellesley on Friday, April 27, 2018;

NOW THEREFORE BE IT RESOLVED THAT, WE, the Board of Selectmen of the Town of Wellesley, Massachusetts, do hereby proclaim ***Friday, April 27 2018 to be recognized as "ARBOR DAY" in the Town of Wellesley, Massachusetts. IN WITNESS WHEREOF,*** we have Hereunto set our hand at Wellesley, Massachusetts on this 9th day of April, 2018.

Ellen F. Gibbs, Chairman

Jack Morgan, Vice Chairman

Marjorie R. Freiman, Secretary

Thomas H. Ulfelder

Beth Sullivan-Woods

- 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: cvlass@wellesleyma.gov

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

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

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

3. Vote to Open Warrant for Special Town Meeting June 5 & 6

Included in your packet is the timeline we have developed outlining the steps necessary to hold a special town meeting that will begin on Tuesday, June 5th to propose articles necessary to fund MSBA process for Hardy and Upham schools, as well as the feasibility phase of the Hunnewell school. The timeline calls for the warrant to open Monday night, and close on Friday, April 13th.

MOVE to call a Special Town Meeting and set the following dates:

- Open the Warrant – April 9, 2018
- Close the Warrant – Friday, April 13, 2018, 5:00pm
- Motions due to the Selectmen's Office – Friday, May 11, 2018, 5:00pm
- Start of Special Town Meeting – Tuesday, June 5, 2018, 7:00 pm, at the Wellesley Middle School

Special Town Meeting Checklist

Date of Special Town Meeting - 06/05/2018 7:00 PM - Wellesley Middle School

Day of Week	Date	Action
Friday	04/06/18	Legal Ad submitted to Wellesley Townsman for 04/12/18 printing
Monday	04/09/18	Warrant Opened
Wednesday	04/11/18	Notice to be received by all governmental departments of the date the STM Warrant will be closed and all articles to be included in the Warrant to be filed with the Selectmen's Office (TBL 19.52)
Thursday	04/12/18	Notice indicating Special Town Meeting Warrant Closing Date printed in the Townsman (TBL 19.52) include time/place and availability of warrant
Friday	04/13/18	STM Warrant Closed - Articles to be included in the Warrant for the Special Town Meeting to be in the Selectmen's Office (TBL 8.12; 19.52) - Submitted to Town Clerk for signature verification 100 registered voters required
Monday	04/23/18	Warrant for STM signed by Board of Selectmen
Tuesday	04/24/18	Transmit Warrant to Town Meeting Members and Advisory Committee (TBL 19.53).
Wednesday	04/25/18	Warrant Signed and Posted by Constable - Phil Juliani 617-799-5482
Wednesday		Advisory Committee Public Hearing
Friday	05/11/18	Copies of each motion to be made under the Articles of the Warrant are due to the Selectmen's Office (TBL 8.13)
Friday	05/11/18	Submit Notice to <i>Townsman</i> for 05/17/18 publication
Thursday	05/17/18	Publish Time/Place of Meeting and availability of warrant on website in <i>Townsman</i> (TBL 8.10)
Friday	05/25/18	Mailing Motions to Town Meeting Members
Wednesday	06/05/18	Special Town Meeting Session 1 - Wellesley Middle School 7:00PM

Town Bylaw References

8.10	<p>8.10 Notice of Town Meeting. Notice of each Town Meeting, whether Annual or Special, shall be given by the Selectmen by publishing a copy of the notice in a newspaper generally circulated in the Town at least seven days before the date on which the Annual Town Meeting, and at least 14 days before the date on which the Special Town Meeting, is to commence. Said notice shall state the time and place of the meeting and that the full text of the warrant shall be published on the Town's website and be available from the Selectmen's office. Additionally, the Selectmen shall post attested copies of the warrant for that Meeting in no less than two conspicuous places in the Town including but not limited to the Town Hall and Wellesley Square and shall make the warrant available on the Town's website. <i>(Amended ATM 2008, Approved by Attorney General 7/8/2008, Effective 10/20/2008)</i></p>
8.11	<p>8.11. Calling Special Meeting. The Selectmen shall call a Special Town Meeting upon request in writing of 200 registered voters. The meeting shall commence not later than 45 days after receipt of such request, in accordance with Chapter 39, Section 10 of the General Laws. The Selectmen may also call a Special Town Meeting on their own initiative.</p>

Special Town Meeting Checklist

8.12	8.12. Warrant Articles. The Selectmen shall insert in the warrant all subjects requested of them in writing by: a. any board, b. any official, c. ten or more registered voters, for an Annual Town Meeting, and d. 100 or more registered voters, for a Special Town Meeting. The Selectmen may also insert subjects on their own initiative, and e. those persons or boards authorized by Chapter 40A, Section 5 of the General Laws to initiate adoption of or changes in Zoning Bylaws.
8.13	8.13. Motions. The Selectmen shall include, in the notice given under Section 8.10. a date by which motions to be offered to the Town Meeting must be submitted to the Selectmen. The Selectmen shall forward copies of motions to the Advisory Committee, Town Counsel, and any other board, officer or official they deem appropriate.
11.13	11.13. Notice of Request for Other Appropriations. For any appropriation other than those involving collective bargaining or covered by Sections 11.11. and 11.12. the requesting board, official or officer shall file written notice thereof, including the amount to be requested and its purpose, with the Advisory Committee and the Board of Selectmen at least 14 days before the session of the Town Meeting at which such appropriation will be acted upon. In the event of emergency requiring immediate consideration, this provision may be waived by the Town Meeting but only upon the advice of the Advisory Committee that it has duly considered the request.
19.51	19.51. Town Meeting. The Selectmen are responsible for calling all Town Meetings and shall take such actions as are required by law or by Article 8 of these bylaws relative to Town Meeting.
19.52	19.52. Closing of Warrant. The Selectmen shall, by notice to each board and by notice in a newspaper generally circulated in the Town, specify the date when the warrant for any Town Meeting shall close.
19.53	19.53. Copies of Warrant. The Selectmen, after drawing a warrant for a Town Meeting, shall transmit as soon as possible a copy of the same to each member of the Advisory Committee and to each Town Meeting Member.
19.54	19.54. Copies of Motions. The Selectmen shall distribute copies of all draft motions received by them to the Moderator, Advisory Committee, Town Counsel, and to any board which in its opinion is likely to have an interest in the motion, so that they may communicate with the author of the motion as far in advance of the meeting as possible. Copies of such drafts shall also be available for public inspection at the Selectmen's office and at the Wellesley Free Library.

4. Preparation for Special & Annual Town Meeting

On Monday we anticipate that the Moderator will first take up the warrant for the special town meeting regarding the purchase of 818-826 Worcester Street. A copy of the two motions for article 2 are included in your packet. We do not plan to bring a motion under article 1 as we have a Moderator and there are no other reports due to Town Meeting.

We also have received a possible amendment to Article 2, a copy of which is also included in your packet. The purpose of the amendment is to limit the usage of the property for schools, rather than how it was more broadly proposed by the Board. A copy of the PowerPoint presentation is enclosed.

NO MOTION



TOWN MEETING

ARTICLE: 2

MOTION: 1

(818 and 822 Worcester Street). To authorize the Board of Selectmen to acquire, for school, recreation, or general municipal purposes, to be under the care, custody and control of the Board of Selectmen, 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, 86 and 90;

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 \$2,225,000.00 (TWO MILLION TWO HUNDRED TWENTY-FIVE 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, for school, recreation, or general municipal purposes, to be under the care, custody and control of the Board of Selectmen, 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 Hema and Sugata Rowchowdury, 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 \$1,225,000.00 (ONE MILLION TWO HUNDRED TWENTY-FIVE 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

Meagher, Cathryn

Subject: FW: Motion to Amend for 818, 822 and 826 Worcester Street
Attachments: Article 2 as Amended.docx

From: Joseph Hickson [<mailto:hicksonj@gmail.com>]

Sent: Thursday, April 05, 2018 11:08 AM

To: Don McCauley <moderator@wellesleyma.gov>

Cc: _Advisory Committee <advisorycommittee@wellesleyma.gov>; DL: Board of Selectmen <sel@wellesleyma.gov>

Subject: Motion to Amend for 818, 822 and 826 Worcester Street

Hi Tom:

I'm reaching out to notify you, Advisory, and the Selectmen that I intend to make a motion to amend Article 2 of the Special Town Meeting agenda for April 9th, 2018. Attached is a tracked-change version of Article 2 representing the substance of my proposed amendment.

In short, should Town Meeting approve the acquisition of the subject properties (or a subset thereof), it is my position that any use of these properties other than for school purposes should be specifically approved by Town Meeting. Without the subject amendment, that specific approval is not guaranteed.

I welcome the opportunity to chat about this motion, should anyone have questions or concerns.

Thank you,
Joe Hickson

TMM Precinct B
413-209-1491

ARTICLE: 2

MOTION: 1

(818 and 822 Worcester Street). To authorize the Board of Selectmen to acquire, for school, ~~recreation, or general municipal~~ purposes, to be under the care, custody and control of the ~~Board of Selectmen~~School Committee, 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 . . .

ARTICLE: 2

MOTION: 2

(826 Worcester Street). To authorize the Board of Selectmen to acquire, for school, ~~recreation, or general municipal~~ purposes, to be under the care, custody and control of the ~~Board of Selectmen~~School Committee, 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 . . .

5. Discuss HHU – School Building Committee (SBC)

- Authorize SBC to Release School OPM RFQ – in order to move the MSBA project along in an expeditious manner, we've added this item to the agenda so the Board can discuss voting to authorize the school building committee to release the request for qualifications for the Owners Project Manager (OPM). As you've heard in other meetings, this is the first step in a major project such as this. Once on board, the OPM participates in the selection and retention of the project architect. The OPM is a more typical RFP process, and this RFP will be a modified version of PBCs standard language.
- Discuss SBC Reorganization and Expansion – Jack will be forwarding along additional information on this topic over the weekend.

6. **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:

- ❖ Memo re: Removal of Special Police Officer
- ❖ Animal Control Report – March 2018
- ❖ Resident letter re: 5G
- ❖ MLP response to resident letter re: 5G
- ❖ Notice of Planning Board Vacancies



TOWN OF WELLESLEY POLICE DEPARTMENT

WELLESLEY, MA 02482
Telephone 781-235-1212

JACK PILECKI
Chief of Police

MEMORANDUM

TO: HONORABLE BOARD OF SELECTMEN

FROM: JACK PILECKI
CHIEF OF POLICE

CC: BLYTHE ROBINSON, EXECUTIVE DIRECTOR

SUBJECT: REMOVAL OF SPECIAL POLICE OFFICER

DATE: MARCH 30, 2018

Ladies and Gentleman:

The intent of this memo is to recommend that former Babson College Police Officer Caitlin Elnitsky be removed as a Wellesley Special Police officer by the Board of Selectmen. Ms. Elnitsky has left the employment of the Babson College Public Safety Department and as such has no longer any need of special police authority.

Please let me know if you require any additional information.

RESPECTFULLY SUBMITTED:

JACK PILECKI
CHIEF OF POLICE

cc: K.C.Kato

Wellesley Animal Control Monthly Report March 2018

The number of wildlife calls continued as the end to breeding season approached and critters were looking for den sites to deliver their young.

I found a yearling beaver on the upper parking deck on Walnut St. It was acting lethargic with discharge from its nose. I transported it to Tufts Wildlife Clinic for evaluation. They reported the injuries were probably from being hit by car. It had head and shoulder injuries as well as ribs broken. They thought it may heal with supportive care but were more concerned about the head injury.

I worked with the Board of Health to remove livestock that were being kept without a permit. The family had been denied a permit due to lack of distance from neighbors plus they were keeping roosters which are prohibited in Wellesley. The family had placed a couple birds and then signed over the remaining animals to Animal Control for transport and transfer to the Animal Rescue League of Boston's Pine Ridge Shelter in Dedham. I moved 15 chickens and 1 rooster from the residence and transported them to the shelter in Dedham.

3/19 I attended an Animal Abuse and the LINK training in Bedford, MA. A copy of the flier and a copy of the certificate are attached.

Breakdown of enforcement

- 66 Warnings (34 unvaccinated, 18 unlicensed)
- 10 Citations (10 unvaccinated, 0 unlicensed)
- 8 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 for the pet of week in the *The Wellesley Townsman*. This helps to keep in mind that owners of lost pets should report them lost thus helping us get more returned to the owners. She also posts adoptable pets on petfinder.com and a student uploads video of each cat.

make changes to keep the animal control web page updated.

ON my own time

I continue working with Linkup Education Network and their safepeoplesafepets program. Attached is a flier about the program. This flier was also used at the training in Bedford on March 19th.

3/2 I meet a Brownie troop and spoke on how the humane society and animal control work together to save stray pets. The girls then made fleece wand toys and catnip & cotton stuffed baby socks as toys for the shelter cats.

Month of: March 2018

28 Total incidents investigated

9 Loose/Uncontrolled
1 Bite
1 Bark
14 Wild
3 Cat
1 Other

Off Duty calls
Police Responded 12

4 Loose/Uncontrolled
 Bite
 Bark
8 Wild
 Cat
 Other

Report filed/Assistance given 3
Gone on arrival/Quiet 9

66 Total actions taken

56 Warning

4 Loose
18 Unlicensed
34 Unvaccinated

 \$50.00 Loose
 \$25.00 Unlicensed
10 \$50.00 unvaccinated

32 Total Animals Picked Up

Dog	Cat	Domestic	Wild
<u> </u>	<u>2</u>	<u> </u>	<u> </u>
<u> </u>	<u>2</u>	<u> </u>	<u>2</u>
<u> </u>	<u> </u>	<u>1 Rooster</u>	<u>1</u>
<u>1</u>	<u> </u>	<u>15 Chickens</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>8</u>

On Hand Beginning

Hospital

Truck

Station

Dead on arrival

<u>1</u>	<u> </u>	<u> </u>	<u>1</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u>1</u>	<u>16</u>	<u>1</u>
<u> </u>	<u>2</u>	<u> </u>	<u>1</u>
<u> </u>	<u> </u>	<u> </u>	<u>8</u>
<u> </u>	<u>1</u>	<u> </u>	<u> </u>

Returned to owner/wildlife released

Adopted

Transferred to humane Shelter

Euthanized

Deceased-unclaimed

On hand end

Wellesley Animal Control Monthly Report

MARCH 2018

Number of calls received daily:

1. <u>14</u>	7. <u>8</u>	13. <u>4</u>	19. <u> </u>	25. <u> </u>
2. <u>6</u>	8. <u>5</u>	14. <u>8</u>	20. <u>19</u>	26. <u> </u>
3. <u> </u>	9. <u>8</u>	15. <u>11</u>	21. <u>4</u>	27. <u> </u>
4. <u> </u>	10. <u> </u>	16. <u>9</u>	22. <u>5</u>	28. <u> </u>
5. <u>14</u>	11. <u> </u>	17. <u> </u>	23. <u> </u>	29. <u> </u>
6. <u>9</u>	12. <u>15</u>	18. <u> </u>	24. <u> </u>	30. <u>20</u>
				31. <u> </u>

Average calls per day: 10

Total Calls this year: 442

Type of Calls

- 10 Lost/Found Dogs
- 13 Lost/Found Cats
- 17 Cat nuisance
- 6 Cat rabies vaccination
- 10 Dog rabies vaccination
- 14 Licensing
- 32 Wildlife
- 3 Dead animal
- 8 Adoptions
- 40 Other

Anonymous 35

Violation calls

- 6 Loose/uncontrolled
- Bite
- 1 Bark
- Other

Total Violation calls this year: 122



Animal Abuse Investigations and The Link Training for Law Enforcement

Hosted by Bedford Police Department and The
Humane Society of the United States

This **FREE** training is open to Law Enforcement, Animal Control, Humane Investigators,
Code Enforcement Officers, Veterinarians and Prosecutors

Topics to be covered:

- Background on animal fighting and illegal animal abuse in MA, including relevant laws
- Link between animal abuse and other violent crimes
- Investigating cruelty and fighting complaints, from first response to filing charges
- Recognizing key evidence, warrants, statements

Date: Monday – March 19th, 2018
Hours: 8:00 a.m.-4:00 p.m. (1 hour lunch break on your own)
Location: Middlesex Community College
591 Springs Rd
Bedford, MA 01730

Registration: Email **NAME, AGENCY,** and **EMAIL** with reference to the **Massachusetts** course to:
LawEnforcementTraining@humanesociety.org



THE HUMANE SOCIETY
OF THE UNITED STATES



**THE HUMANE SOCIETY
OF THE UNITED STATES**

Presents this to

Sue Webb

For the successful completion of 7 hours

Animal Abuse Investigations and The Link

March 19th, 2018

Chief Matt Barnett

Animal Abuse Investigations and The Link Trainer

Presented by The Humane Society of the United States

Hosted by the Bedford Police Department

About Link Up Education Network

The Link Up Education Network was incorporated in 2003. We are a 501(c)(3) non-profit Massachusetts organization that combines the resources of human and animal services professionals to increase awareness of the connection between animal abuse and other types of violence.

We offer educational workshops providing insight on abuse - as well as information to help keep people and animals free from harm.

We support policy and legislation to prevent violence towards both people and their animals.

The Safe People Safe Pets Foster Program provides temporary, loving housing for pets whose owners are leaving domestic violence situations.

The Safe People Safe Pets Program

What is the Safe People Safe Pets program?

Safe People Safe Pets works to temporarily place animals while a victim of domestic abuse is leaving the home and in transition and does not have an alternative caretaker for the animal. We work with veterinarians, shelters and volunteer foster homes to provide a temporary safe home until the animal is able to be reclaimed.

Safe People Safe Pets also provides assistance and planning to people who are thinking of leaving an abusive home with an animal. Such planning includes ensuring that the animal is up-to-date on vaccinations and that the owner has all records (including license information, veterinary records, etc.) and any supplies, medication, or items the animal needs. Finding out as much as we can about the animal in advance can help us coordinate the most suitable temporary home.

Why is This Foster Program Needed?

Human victims will very often not leave an abusive relationship for fear that the animal(s) they would be forced to leave behind would be harmed. This is a common threat batterers use to keep their victims under their control and silent about the abuse.

We also know that children are often very attached to their pets and victims may find it hard to take their children away from them. The accessibility of facilities to temporarily house these animals for short periods of time and foster homes for longer periods is the primary part of this new program. These animals are often used as pawns -- or worse -- in the tangled negotiations of violent relationships.

Violence is not limited to people and often pets are threaten or injured by a partner as a way to control family members. An MSPCA survey showed that people who abused animals were five times more likely to commit violent crimes against people. Another survey, by the Humane Society of the United States, found at 91% of adult victims of violence and 73% of children describe incidents of animal abuse when they enter shelters.

To assess the need and potential demand for the services of this program in Massachusetts, the Link Up Education Network conducted a survey of domestic violence service providers. Of the respondents, 88% said that pet abuse or the threat of pet abuse is related to the victim's ability/willingness to leave a violent relationship. And 96% stated that they thought more victims would leave a violent home if there were safe, viable alternatives for their pets. If a program existed, 100% of the service providers stated they would refer clients to such a program.

Because many domestic violence shelters do not accept pets, this program will help domestic violence victims plan for their pets when leaving their situation and provide temporary foster care if there are no other alternatives until the animal can be reunited with its owner.

- If you need foster care, please have your advocate contact us.
- Volunteer. Are you interested in opening your home to a pet in need of safe, temporary care as his/her owner gathers the resources to leave a violent past behind?
- Learn about other programs similar to Safe People Safe Pets

Phone: 617-999-3055

email: safepeoplesafepets@yahoo.com

Connect with us

<https://www.safepeoplesafepets.org/>

<https://www.facebook.com/Safe-People-Safe-Pets-142592102471618/>

25 Poplar Road
Wellesley, MA 02482
29 March 2018

Board of Selectmen
525 Washington Street
Third Floor
Wellesley, MA 02482

Re: 5G

Dear Board of Selectmen:

A few weeks ago, a crew was in front of the house working on lines. Having not received anything in the mail from Verizon or Comcast (...“We will be in your neighborhood putting up the latest in technology” that sort of a flyer), I walked over to the non-descript white truck and asked what they were doing. The pleasant driver informed me that they were putting up 5G. The crew was from Oregon and had been on the road for quite some time. The truck was from Texas. And they were here in Massachusetts. They were getting the whole Town wired in just a few weeks.

I had heard a little bit about 5G – how it was the next in line after 4G – how it was needed to handle the Internet Of Things that everyone wanted – how it was going to be our answer to technology.

So, I went on line to discover more about 5G. I read articles and listened to all sorts of videos on You Tube. And, thinking of Paul Harvey, I heard another side, the rest of the story.

I wondered if Wellesley had been approached by either internet carrier and asked if it would be OK to re-wire the Town? The Board of Selectmen came to mind as a possible go-to group.

On the Board’s website, it states:

The Board of Selectmen serves as the chief executive board of the Town, and as such, oversees all matters affecting the interest and welfare of the community. The Board exercises the authority vested in the Town not specifically assigned by law to any other board of office.”

Having 5G installed in Town will certainly affect the interest and welfare of the community. As the Selectmen, I think you will be interested in the following 4 short You Tube presentations about 5G. Two videos feature Tom Wheeler, the former FCC chair. A third video, by Joe Imbriano, presents his point of view about what 5G is and will do. (You might think he is over the top, but I trust you will listen.) Lastly, Dr. Gina Loudon chats with Kevin Mottus about wireless radiation on our health.

What alarms me is that 5G uses a higher bandwidth, and there has been no testing on how the constant pulsations will affect the human body, especially of our children. For those who are already affected by cell towers (head aches, nose bleeds, lack of energy), there will be no way to escape from 5G.

I also wonder – why the rush to install 5G? Why not have Town discussions about it in a Town Meeting, where the residents can learn about it and decide, as a Town, if 5G is worth the health risk?

Thank you for using your lunch break to watch these brief videos. I look forward to hearing from you.

Sincerely,



Marianne Brinker

Enclosures – 5 pages

<https://www.youtube.com/watch?v=7nCygMtB4Cl>



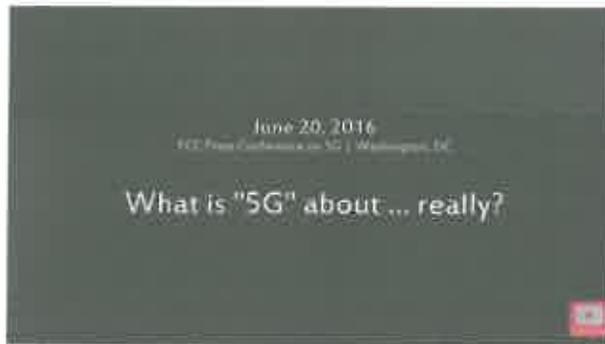
5G - A Real Terror

132,041 views



UK Critical Thinker
Registered on 22/02/2017

SUBSCRIBE 4.3K



5G - A Real Terror

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THE NAT PRESS

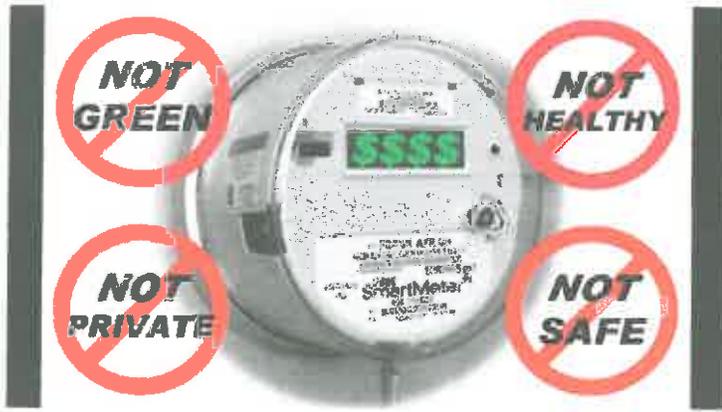
THE NAT PRESS

FCC + 5G: BEYOND INSANITY

- Ultra-high frequency radiation (24 to 100 GHz or more)
- Aimed & amplified signals
- Massive deployment of towers
- Rake in \$BILLIONS
- No standards. No testing. Anything goes.
- Trial deployments in 2017
- Share w/ satellite & military ops
- *Everything* (and everyone?) must have microchip and IP
- All areas (including rural) saturated with radiation
- Bribe local gov'ts reps
- Fast-track all local deplo

Tom Wheeler
FCC Chair & frmr Senior Lobbyist, CTIA

5G - A Real Terror



5G - A Real Terror

152,004 views

2.5K 200 SHARE ...

Research and reject 5G

- Not being health and safety tested
- Up to 50 times stronger than 3/4G
- 400,000 new towers to be installed nationwide
- 8 times more transmitters to add to existing towers

Aim: To connect anything to everything
This is more than just mobile data

For more information contact us on:
ukcriticalthinker@gmail.com

5G - A Real Terror

152,004 views

2.5K 200 SHARE ...



<https://www.youtube.com/watch?v=xRhISwY42nQ>

🔍 <https://www.youtube.com/watch?v=xRhISwY42nQ>

YouTube

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Forcing a Total, Saturated 5G Future... Without Safety Checks

169,518 views

👍 5.7K 🗨️ 166 ➦ SHARE ⚙️ ⋮



Truthstream Media
Published on Aug 19, 2017

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Truthstream Media 7 months ago

5G is a completely different beast altogether, and it is being forced through as fast as possible without even taking the time to set standards or do any safety checks, despite the fact that non-ionizing radiation is long-known to be harmful. The goal is complete saturation of the signal in every corner of the country (and then the planet). It isn't just the Internet of Things takeover. This reminds us of The Borg, actually.



Forcing a Total, Saturated 5G Future... Without Safety Checks

<https://www.youtube.com/watch?v=oY5SRQ2Kqc&feature=youtu.be>

YouTube Search

Urgent! Forbidden information, a must watch! 5G is a kill grid that will lead to forced vaccinations.

84,590 views 3.7K 172 SHARE ...

The Fullerton Informer
Published on Feb 10, 2018

SUBSCRIBE 8.2K

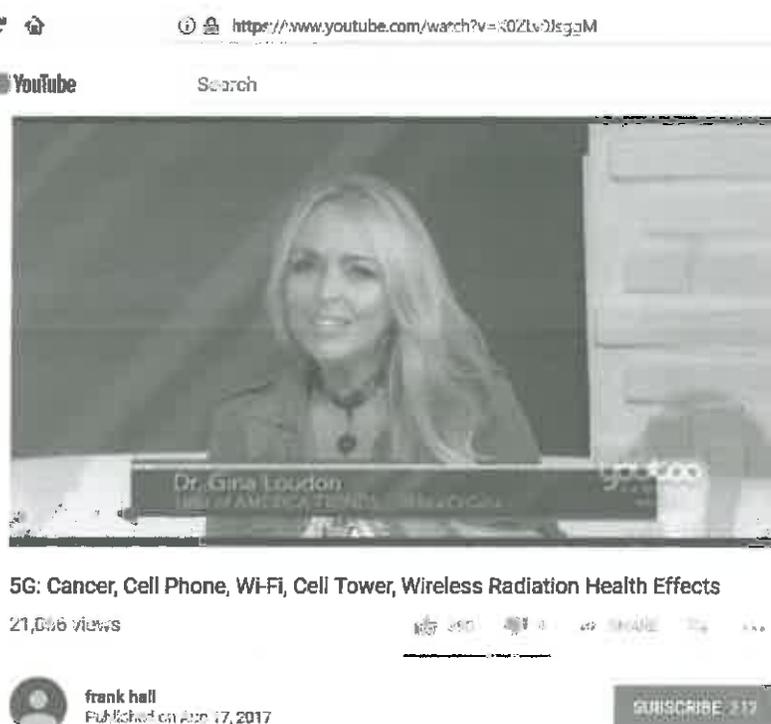
Very important information you will hear nowhere else! Joe Imbriano discusses the plan to microwave all of us and how it eventually will result in forced vaccinations unless we thwart their evil plans for culling humanity.

www.5gdangers.com

<https://thefullertoninformer.com/>

I also entered this into the public record at the 2-6-18 Fullerton City Council Meeting-
<https://www.youtube.com/watch?v=ZricD...> <https://www.youtube.com/watch?v=ZricD...>

<https://www.youtube.com/watch?v=X0ZLv0JsggM>



<http://www.calibta.org/> <http://www.calibta.org/cell-towers>

Founded in 2008, the California Brain Tumor Association is a leading non-profit organization dedicated to safeguarding public health. We believe that it is inexcusable to allow technological advances invented to enrich our lives rob us of our lives instead.

<https://wearetheevidence.org/> <https://wearetheevidence.org/about-the-founder/>

Meagher, Cathryn

From: Joyce, Dick
Sent: Monday, April 2, 2018 2:06 PM
To: Meagher, Cathryn
Cc: Newell, Donald; Bracken, Kevin
Subject: RE: Resident letter

Hi Cathryn,

Interesting letter and thank you for sharing. The contractors are working for Comcast and we were never told it was to offer 5G Internet Service to Town residents. In fact, if I remember correctly, we were told it had nothing to do with the Town and they were simply improving their infrastructure that passed through Wellesley. Obviously once they started going down every side street we realized we had been misinformed.

As far as the MLP is concerned, the pole licensing agreement we have with Comcast allows them to "over lash" on their existing lines and I believe that's what they're doing. I've never seen the agreement between the Board of Selectmen and Comcast, so I have no idea what authority, if any, the Town has in this respect.

I've copied Don and Kevin from the MLP on this email in case they have anything to add.

Dick

From: Meagher, Cathryn
Sent: Monday, April 02, 2018 1:51 PM
To: Joyce, Dick <djoyce@wellesleyma.gov>
Subject: Resident letter

Hello Dick,

Please see the attached letter we received about the 5G installation project. After you've had a chance to review it, could you please contact Blythe with any comments you may have.

Thank you,
Cay

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

From: SEL: Konica Minolta c552DS
Sent: Monday, April 2, 2018 1:20 PM
To: Meagher, Cathryn <cmeagher@wellesleyma.gov>
Subject: Message from KMBT_C552DS

Catherine Johnson, Chair
Jim Roberti, Vice Chair
Harriet Warshaw, Secretary
Kathleen Woodward



Town Hall, 525 Washington Street
Wellesley, MA 02482
Tel. (781) 431-1019 ext. 2232, 2234, 2238
Fax (781) 237-6495

Michael Zehner, AICP
Planning Director

April 5, 2018

Mrs. Ellen Gibbs, Chair
Board of Selectmen
Town of Wellesley
525 Washington Street
Wellesley, Massachusetts 02482

Re: Notice of Planning Board Vacancies

Dear Mrs. Gibbs,

I am writing on behalf of the Planning Board to notify the Board of Selectmen that Deborah Carpenter has submitted her resignation from the Planning Board, effective March 20, 2018. Additionally, Kathleen Woodward was elected as a regular member of the Board on March 6, 2018. Therefore, the Board currently has vacant regular member and associate member positions. The Planning Board voted unanimously to issue this notice, after receiving Mrs. Carpenter's resignation, at their meeting on April 4, 2018.

Consistent with past practice, the Planning Board wishes to publish an announcement of the vacancies and ask for submissions of interest from residents; once candidates are identified, the Board would interview selected candidates and ultimately select preferred candidates for recommendation to the Board of Selectmen. Pursuant to M.G.L. Ch. 41, Sections 11 and 81A, the Planning Board and Board of Selectmen would then convene a joint meeting to vote to fill the vacancies.

Your attention to this notice is greatly appreciated. Please do not hesitate to contact me if you have any questions.

Sincerely,

Michael D. Zehner, AICP
Planning Director

cc: File Copy, Planning Board, K.C. Cato (Town Clerk), Blythe Robinson (Executive Director of General Government Services), Meghan Jop (Assistant Director of General Government Services)

APRIL 10TH AGENDA BACKGROUND

2. Approve Eligibility Letters for 40B Housing Projects

- 16 Stearns Road
- 680 Worcester Street

You may recall from recent emails that the Town had never received the revised project proposal regarding 680 Worcester Street. Staff brought this up to MassHousing and as a result was able to obtain a further extension regarding 16 Stearns Road, as well as 30 days to consider the 680 Worcester Street project. A draft letter reviewing both projects is included in your packet, and has been sent out to the residents on our distribution list for their input. Meghan continues to ask Masshousing to review the projects as a single, phased development, therefore would like to only send one letter. This version of the letter will likely be modified on Monday with abutter and departmental comments and a revised version will be distributed Monday afternoon. We would like to finalize these at the meeting on Tuesday.

MOVE that the Board approve the Town's response letter regarding the eligibility of the proposed 40B affordable housing project for both 16 Stearns Road and 680 Worcester Street for submission to MassHousing.

TOWN OF WELLESLEY



MASSACHUSETTS

BOARD OF SELECTMEN

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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

April 10, 2018

Katherine Miller
MassHousing
One Beacon Street
Boston, MA 02108

RE: 16 Stearns Road and 680 Worcester Street, Wellesley, MA Site Eligibility Response

Dear Ms. Miller:

On behalf of the Town of Wellesley Board of Selectmen and Planning Board, please find the following comments with respect to the Comprehensive Permit Site Approval Applications recently resubmitted by 16 Stearns Road, LLC and 680 Worcester Street, LLC (Jay Derenzo-Developer) for the construction of a 24-unit residential housing development at 16 Stearns Road and construction of a 20-unit development at 680 Worcester Street within the Town of Wellesley. The Town continues to find the location of the proposed projects unacceptable given the limited access to the sites. The Town finds the project's density, scale, and height incompatible with the neighborhood and finds the projects have a detrimental impact on abutters due to mass, scale, and traffic. These impacts are exacerbated based on the proximity and relationship between the two projects, and therefore the Town continues to evaluate these projects as a single project under common ownership.

As you are aware, Masshousing on November 13, 2017 determined they could not make the required finding under 760 CMR 56.04(c) "that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns".

In the November 13, 2018 letter, Masshousing further identified that the proposed projects as designed did not meet 1 of the 7 required findings under 760 CMR 56.04 (4), specifically:

(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail).

The Town's view is that the revised plans for both 680 Worcester Street and 16 Stearns Road continue to not meet the findings and therefore, Masshousing must continue to deny the site eligibility for both requests.

680 WORCESTER STREET

Masshousing identified the numerous Town concerns with the proposed construction at 680 Worcester Street. Masshousing stated the following in the November 13, 2017 letter:

In its written comments to MassHousing on the 680 Worcester Street Project, the Municipality has raised concerns about the level of usable open space in the current design, the Project's physical proximity to and relationship to neighboring properties, the adequacy of resident parking and resident vehicle circulation, and the lack of any parking spaces for visitors and delivery vehicles. The Municipality also raised questions about the feasibility of construction staging on the 680 Worcester Street project site. These issues all flow from the size and density of the 680 Worcester Street Project's conceptual design, and the project's location on a major thoroughfare with no on-street parking allowed, adjacent to a pair of narrow dead-end streets that have no sidewalks and also no on-street parking.

The Town continues to have all of the same concerns with this project. To begin, the Developer indicated the revised submittal to the Town occurred on November 28, 2017. The Town refutes this claim and notes that the email transmission of the revised plans was ONLY received by the Town on March 22, 2018. Hard copies of the plans have never been submitted or received. With regards to the original submittal MassHousing stated the following:

MassHousing encourages 680 Worcester Road, LLC and 16 Stearns Road, LLC to refine their respective conceptual Project designs and to submit updated Project proposals for MassHousing's review, after good-faith collaborative engagement with the Town of Wellesley and with the Projects' neighbors and abutters.

Revisions to the project are dated November 28, 2017, these plans for 680 Worcester Street have not been created based upon good-faith collaborative engagement with the Town of Wellesley and the Project neighbors and abutters. The only meeting scheduled with neighbors and abutters was scheduled on March 29, 2018 after both revised proposals were submitted and Masshousing refused to review the submittals without a neighborhood meeting. This is not collaborative, and there has been no good-faith engagement. After receipt of the November 13, 2017 letter, Michael Zehner, Planning Director, reached out to Mr. Derenzo on November 13, 2017 to suggest a meeting to discuss modified plans for both sites. A meeting was held shortly thereafter and Mr. Derenzo did not discuss or mention any revisions to the plan, which were later submitted days after the meeting to Masshousing. The Town has not heard from Mr. Derenzo, his attorney, or SEB on either of these projects since that time, until the filing of the revised 16 Stearns project on February 21st.

Additionally, in the same Masshousing letter, the following is stated:

The 40B Guidelines resist assigning minimum or maximum density ratios to project reviews. Instead, the Guidelines emphasize context and sound design, whereby massing of new construction can be modulated, appropriate transitions made, and new development successfully integrated into the surrounding environment.

The conceptual Project design for 680 Worcester Street currently before MassHousing proposes to demolish a single-family home on a roughly half-acre lot, and construct 20 rental units. This proposal does not allow for appropriate relationships to adjacent building types, within the context of the Project's existing neighborhood. The application does not demonstrate how site constraints can allow for mitigation of anticipated impacts, at the scale you currently propose.

Based upon review of the revised plans submitted for 680 Worcester Street, the Town finds the modifications to the project do not address the appropriate relationships to adjacent building types within the context of the existing neighborhood, and the application has yet to demonstrate how site constraints can allow for mitigation of anticipated impacts at the submitted scale.

In the memorandum to Greg Watson dated November 28, 2017, Mr. Derenzo states 14 plan modifications that have been made to address the Town's concerns (Attachment 1). The Town will speak to each of these points below with Mr. Derenzo's point numbered and the Town's response identified as a comment.

1. Site Constraints. We acknowledge the proposed density is greater than the surrounding neighborhood. A primary purpose/mission of 40B is to encourage greater density in exchange for the creation of affordable housing. Moreover, this project fronts on Route 9 which features a variety of densities and uses.

Comment: The Town understands the purpose of 40B, however finds the project to be contextually aligned with the Stearns/Francis Road neighborhood. Route 9 does have a variety of densities and uses, however in Wellesley it is primarily single family residential along the majority of Route 9, and certainly in this particular stretch. Unlike other areas along Route 9, in Wellesley Route 9 is comprised of 75 percent single family residential, with exceptions largely at the gateways. For over 3.5 miles of the 5 miles in Wellesley, Route 9 is fronted by residential structures. The adjacent structure at the Alzheimer's Center is unique in its location, and is certainly not the identifying characteristic of Route 9.

2. Proposed stormwater management does not meet Best Practices. The initial design concept included a stormwater management area located beneath the parking garage. This type of stormwater management design is allowable by DEP and is consistent with a recently approved project in Reading Massachusetts. However, because the Town Engineer was not comfortable with this engineering approach, the stormwater management area was relocated exclusively to be outside the building. The revised design will include two subsurface drainage areas that will mitigate runoff from the site for all design storms. The drainage design will be in compliance with the requirements of the Massachusetts Stormwater Management Standards. The soils were reviewed with information from the National Cooperative Soil Survey which indicates that the onsite soils are considered to be in Hydraulic Soil Group A. These soils provide excellent recharge characteristics. The soil information and characteristics were confirmed with onsite soil testing.

Comment: The Town remains concerned over adequate stormwater drainage. The area is found to have high water tables that may impact the design of the two subsurface systems. Additionally, the Town has concerns that the abutting properties located to the south at #9 and #11 Stearns Road will be impacted given the two parcels sit below the project site in elevation. The larger subsurface system is located approximately 10- 12 feet from the property line. Additionally, the smaller subsurface system is located within the only

entrance to the site. Given the close proximity to Route 9, maintenance will be required at shorter intervals. Failure of the system or repair to the system would impede the only vehicular access point to the facility.

3. Wetlands determination should be revisited. Prior to developing a preliminary plan, a formal Request for Determination of Applicability was submitted to the Wellesley Wetlands Protection Committee. The Committee voted 5 to 0 to issue a negative determination indicating that there were no wetland resources on or within 100 feet of the site at the public hearing held on December 12, 2015. The question of the potential for a vernal pool was also discussed at the hearing and it was noted that the site did not exhibit any of the required characteristics. A copy of this December 15th 2015 letter has been attached to this submission.

Comment: The Town continues to find that the approved determination was based upon an inspection in the fall, and that the Town is of the opinion that an inspection for the presence of a vernal pool should be conducted in the spring, as well as evaluating the role of the wetlands in flood control. Filling of this isolated wetland will require additional permitting at the state level.

4. Proposed setbacks will cause unacceptable impacts to abutting properties. The current/modified plan will now feature a side yard setback to the east property of 20 feet. The Selectmen's letter mistakenly indicated that it was only 8 feet. Moreover, the proposed building setback to the two residential abutters located to the rear were noted as being 10.1 feet when the actual setback is 25 feet. There is a proposed deck on the first floor of the rear of the building which is over the parking spaces. This common deck area, if allowed, provides enhanced and expanded recreational area for the residents in addition to the on grade patio and grass area.

Comment: The original plans submitted show the parking structure 8 feet from the eastern property line, with the building wall elevation beginning at 20 feet. Their new proposal would in fact have a 20-foot buffer between the project and the eastern property owner. Mr. Derenzo shows this as a grass area. The revised proposal, with the additional space, shows no attempt to increase the screening and buffer for the abutting property. The Town's position is correct that the smallest setback to the rear of the property is 10.1 feet. The principal of zoning is to go by the smallest setback, not the greatest, to the abutting property line. The use located on an adjacent property is irrelevant to this determination. Therefore, the property has three abutters located in a Single Residence Zoning District. The two properties to the rear of the structure at #9 and #11 Stearns Road will have a parking area, with mechanical stackers setback 12.5 feet from their property lines with an outdoor deck on top to overlook thus further decreasing privacy. The minimal setbacks continue to leave no room for an adequate buffer. In addition, the proposal creates an at grade patio with minimal visual or sound mitigation.

5. Parking is poorly designed and will not function as proposed. The proposed parking plan has been significantly redesigned since the original submittal. Several of the significant changes were undertaken at the request of the Fire Department based on a meeting conducted with Charles DiGiandomenico the Fire Prevention Deputy Chief on November 2, 2017. The Fire Department required a clear height of 13.5 feet under the parking sections of the building. In addition, the design team, at the Applicant's recommendation, removed the garage doors to allow full access of emergency vehicles if required under the structure. This design change also allows emergency SU-30 vehicles to turn around on site. The additional clear height of 13.5 feet also allows the use of stacker parking facilities. As such, the current design features at least one direct drive in parking space for each of the twenty apartments. The modified plan also provides three visitor spaces including one handicapped space. There are 12 additional parking spaces available through the use of tandem and stacker parking spaces. The proposed project requires 32 parking spaces according to the Wellesley Zoning By-Law. The overall program now features 35 parking spaces on site for a ratio of 1.75 spaces per unit; this exceeds the requirements. The interior

garage aisle width has also been increased from the required 24' feet to 27' feet. This additional width allows more comfortable vehicular movements within the garage.

Comment: Although the number of parking spaces have increased in number, the ability to park quickly is decreased with the use of stacker parking spaces. Queuing on the site is limited due to the close proximity to Route 9. Further, the new design allows for a SU-30 vehicle turn around which is only possible with a 3-point turn using the entrance to the garage. SU-30 will accommodate an ambulance and likely a FedEx or UPS truck, however it will not allow for a turn around for a fire truck. The improper use of turning radii continues to be an issue for trash service, fire safety, and moving trucks larger than an SU-30, which if the development is constructed all such vehicles will be accessing the site located on Route 9. **Backing out of the site onto Route 9 is not an option.** If an ambulance is sent to the site, a fire truck and police car are also sent and based on this design will largely have to remain in Route 9. There continues to be no fire access around the building.

6. Limited accommodation for snow removal and storage. With the overwhelming majority of parking located under the building, the proposed plan features very little impervious surface requiring snow removal. We have shown the snow storage areas on Layout sheet C-3.

Comment: The previous plan had open areas to the parking garage that would require snow removal. The modified plans do limit snow removal, however given the location along Route 9 snow removal is critical at the entrance to insure that vehicles exiting the single entrance/exit onto Route 9 can do so in a safe manner. The limited snow storage areas continue to be a concern. Further, there continues to be impacts to the abutting property to the west as the snow storage proposal for the subject property is to deposit snow over the retaining wall between the lot line and the retaining wall at the left rear of the property. (see plan C3. The grade at this location is also sloped towards the abutting property. (see plan C5).

7. Sewer service is undersized and the proposed building encroaches on the existing easement. The existing sewer main consists of a 6-inch line constructed with a 4% slope. The capacity of this line based upon universally accepted computer modeling is approximately 138 gallons per minute. The existing sewer main currently serves four homes with a total of 13 bedrooms. This produces an estimated sewage flow of 1 gallon per minute. The proposed sewage flow generated from the new project would increase the total flow to 4.05 gallons per minute. As is commonly done in design stages, to account for peak flow variations during the day, a peaking factor of 5 is often used. This would produce a maximum theoretical flow of approximately 20.3 gallons per minute. Even at this elevated maximum peak flow, the capacity of the existing sewer main has approximately 6.3 times the capacity to handle even the highest flow. So respectfully, the sewer service is not even close to being undersized and can comfortably handle the additional capacity.

In addition, the applicant would be willing to TV the existing sewer main and repair any deficiencies and or leaks that may be encountered. The proposed design would request the relocation of the sewer manhole to be closer to the easterly property line since the new construction would not be using existing sewer main sections which run further into the existing property (e.g. where the existing house is).

Lastly, we acknowledge the sewer easement does exist. However, from a practical and functional purpose, the sewer easement is totally unnecessary as the sewer infrastructure only services the existing house at 680 Worcester Road. There is no requirement to have a sewer easement for a

single residential sewer service, otherwise every house in Wellesley could theoretically have/need a sewer easement.

Comment: The Town's previous comments continue to be relevant and are unchanged. The existing sewer connection to the site runs from an easement in Francis Road. The proposed structure is located over the easement and the existing line, while adequate to serve the four residential structures that are currently served through the easement, will not meet the municipal standard for a sewer main when the additional 19 units are added. The site also includes a slope easement which is held by the MassDOT, and a portion of the proposed building is located within the easement. The Building Inspector has noted the building cannot be located over any easements, and it should be further noted relocation of the sewer easement would require Town officials to sign off on the abandonment as well as Town Meeting approval.

8. Moratorium on opening of Route 9 may impact water service. The water main has since been extended into the site so this issue is obsolete as no road opening for water service will be necessary.

Comment: The Town acknowledges this comment has been addressed.

9. Site access by Fire Department staff and apparatus is inadequate. See letter "E". In addition, please see the attached memo to the Fire Department dated November 3, 2017.

Comment: The Town continues to have concerns about Fire Department access. The site is not a site that allows for adequate fire apparatus access and continues to impede the safety of the Wellesley Fire Fighters in responding to a call because the equipment must remain on Route 9. The letter from Hayes Engineering indicates that all fire trucks have a clear height of 13.5 feet. If a ladder truck were to enter the site, the nose of the truck could enter the garage at the angle submitted, but would have limited maneuverability on the site to raise the ladder, particularly if any of the spaces were taken outside the building or in fact the ambulance arrived first. Multiple apparatus cannot fit on site, the majority of the Fire apparatus are at a minimum a SU-32, and the Ladder Truck is a WB-48.

10. Site access exacerbates existing traffic and circulation problems. A detailed Transportation Impact Assessment was prepared for the proposed project by Vanasse & Associates, Inc. dated September 2017. The conclusions from that study indicate that the site development can support safe access entering and exiting the site. In addition, there will be no decrease to the level of service for the adjacent intersections and turning movements. The discussions with Mass DOT indicate that the new curb cut permit will not require a deceleration lane.

Comment: The Town continues to raise concerns on circulation. Route 9, continues to only allow for vehicles to access the site heading eastbound. Exiting the site, all vehicles must continue eastbound and make turnarounds at Kingsbury and Route 9 or access residential neighborhoods to alter course. Returning to the site from a westbound direction would require turnarounds at Oak Street or access via neighborhood roads west of 680 Worcester Street. The Town will continue to encourage MassDOT to consider requiring the installation of a deceleration lane for vehicles accessing the site from Route 9 due to the 50 mph speed limit and limited driveway length.

11. Pedestrian access to and from the site is limited. The applicant does not intend to construct a sidewalk from Francis Road to the site driveway as was represented in the letter. The existing section of Route 9 already has approximately 130 feet of sidewalk along the site frontage that extends to Francis Road. The proposed project would further extend the sidewalk another 30 feet in front of the property to the new driveway. The existing sidewalk from Francis Road to the property would not change. During discussions with Mass DOT, the proposed improvements for this section of Route 9 would include the addition of sidewalks where they do not currently exist.

The applicant will provide snow removal in front of the property as all residents with sidewalks along Route 9 are required to do. No snow plowing beyond the property frontage is proposed.

Comment: In the application to Masshousing, the applicant contends that the site is within walking distance to public transportation, schools, and open space, yet they are not improving access points to those areas. Pedestrian access will be critical to access open space, schools, and shopping located within walking distance of the isolated site. The Town continues to find that sidewalks should be continued to School Street along Route 9 to accommodate pedestrian traffic should the project move forward. The applicant should also be responsible for plowing all stretches of sidewalk from the site to major roads as MassDOT does not plow sidewalks.

12. Accommodations for public access should be considered in the project design. The proposed project will have little impact on the adjacent traffic conditions. The addition of or changes to the Metro West Regional Transit Authority should more appropriately be part of the Mass DOT upgrades to Route 9

Comment: The project site eligibility application contends the “The project provides housing with good and redundant access to public transit and major employment hubs.”. If the location is to enhance access to public transportation for work force and affordable families than the Town continues to advocate for the site to have bus accommodations installed adjacent to the site on Route 9 for tenants seeking public transportation. Commuter rail access is within walking distance if sidewalks are enhanced and plowed along Route 9. (see comment 11).

13. Construction of the project will have significant impacts on adjacent properties and streets. The current modified site plan now features a clear height of 13.5 feet which allows construction vehicle access and use of the rear portions of the site. The location of the parking and outside ground level patio as well as the easterly side yard area will be used for construction equipment, staging, parking and material storage. The garage level will be constructed first, which will then accommodate additional onsite parking and material storage under cover. The use of 16 Stearns Road (also owned by the applicant) is contemplated for employee parking, a site trailer and storage.

Comment: The Town continues to have significant concerns with the construction of the 680 Worcester Street site in conjunction with the 16 Stearns Road project. The Town continues to consider these two projects one project under common ownership. Mr. Derenzo should provide a phased construction plan for these two projects, particularly given the notion that the 16 Stearns Road property would be used for employee parking, site trailer and storage. The residents of Francis and Stearns Road would then be required to live with construction traffic and disturbance to the neighborhood for an extended amount of time. Given the 680 Worcester Street site is only accessed from the east bound lane of Route 9, the Town continues to have concerns how storage would be moved from the 16 Stearns Road site, down Stearns Road to the site. The comments relative to deliveries remain and the Town finds deliveries will need to be expertly coordinated and offsite parking of workers will be required. Parking, even of a temporary nature in the shoulder of Route 9 represents a significant safety concern to the Town and has the potential to significantly impede residents accessing the Francis and Stearns neighborhoods which has limited access from Route 9.

14. The density of the proposed development is significantly inconsistent with the adjoining development and will result in destabilization of the larger single family neighborhood. See “1”. Moreover, this project is located on a major highway with all vehicles entering and exiting onto Route 9. The project is located adjacent to an existing Nursing Home facility which generates significant more traffic than the proposed development and is less “residential” than the proposed development.

Comment: The Town remains concerned over the density. Twenty (20) residential units on a 20,000 square foot lot equates to a density of 43.47 units per acre. The density of the abutting residential neighborhood, not including the subject property, is 2.76 units per acre. The project will have a destabilizing effect on the current single family use of the abutting properties, likely making them unmarketable for continued single family owner occupancy, or for redevelopment as single family homes. The two projects, 16 Stearns and 680 Worcester Street combined, exacerbate this concern.

16 STEARNS ROAD

Masshousing identified the numerous Town concerns with the proposed construction at 16 Stearns Road. Masshousing stated the following in the November 13, 2017 letter:

The conceptual Project design for 16 Stearns Road currently before MassHousing involves injecting significant new density into the middle of a well-established residential neighborhood. The 16 Stearns Road project would replace a recently demolished single-family home at the end of a dead-end street, with 36 new units of housing, on 0.79 acres of buildable land. Given the context, the current Project design does not provide for modulated massing and appropriate transitions. The application does not demonstrate how site constraints can allow for mitigation of anticipated impacts, at the scale you currently propose.

Although the Applicant has submitted revised plans on this particular project that actually reduce the size and number of units, the Town continues to argue that the revised proposal has not met the criteria outlined by MassHousing in its letter dated November 13, 2017 and therefore eligibility must be denied.

As discussed above, Masshousing asked for a collaborative process between the developer, the Town, abutters, and neighbors. The Town, neighbors, and abutters are all in agreement that a collaborative process has not occurred. The Town's original comments, (attachment 2) are all still valid. Below the Town will address specific design elements requested by Masshousing that are lacking in the current proposal.

Modulated massing and appropriate transitions

Masshousing rightly found in the original proposal that the design does not provide for modulated massing and appropriate transitions. The current twenty-four (24) residential units on a 44,578 square foot lot equates to a density of 24 units per acre. The density of the abutting residential neighborhood, not including the subject property, is 3 units per acre. The single-family structures directly abutting the site continue to be significantly impacted by the close proximity and potential shadow effects from the development. The developer previously discussed with the Town the potential to subdivide the lot into 2 or 3 units, which would have been consistent with the existing neighborhood density. The 16 Stearns Road and 680 Worcester Street applications continue to largely reference the Alzheimer's Center as neighborhood context. As noted above, the Alzheimer's Center is an exception to the residential area rather than a rule. The site, although within close proximity on a map, has no vehicular neighborhood connection to the Alzheimer's Center and contextually is separated from the proposed 24-unit development because of the street patterns.

The massing and setbacks to neighbors have only been incrementally improved on this site. The 680 Worcester Street, the other component to this project has not modified its height, massing, or density and continues to be a secondary mass that significantly impacts Stearns Road residents. The setbacks of the proposed project are improved by 5 feet from the previous submittal, but given the height of the building still are inadequate. The proposal now juxtaposes a 51-foot-tall building, 20 feet from the abutting property line and 50 feet to a single residence home located at 10 Stearns Road to the east. The Town owns land to the east, south, and west and the structure will be located 22.5 feet from the Sprague School parking lot and

23 feet from the Sprague Fields access drive. The minimal setbacks leave inadequate buffer or screening from abutters, particularly given the front access will be 160 feet from the rear of a previously proposed 40B project located at 680 Worcester Street with minimal landscaping provided to the rear of the site. The two projects proposed by Jay Derenzo devalue the properties located at 11 Stearns Road and 9 Stearns Road, which will have projects to the rear and across the street from their low profile single-family structures. Exterior balconies overlook the abutting properties with minimal visual or sound mitigation. The Town reiterates its view that should two projects be proposed simultaneously at 16 Stearns Road and 680 Worcester Street, two projects should be considered as one project as the proposal will eliminate all privacy for 11 Stearns and 9 Stearns Road. There is no transition.

The application does not demonstrate how site constraints can allow for mitigation of anticipated impacts.

The Town continues to find the limited access to and from the site a considerable challenge. The revised proposal does not change location which continues to ONLY have direct ingress and egress from Stearns Road, a narrow dead end street located directly off Francis Road, a second narrow and dead end street, with direct access from Route 9 eastbound. Stearns Road and Francis Road are heavily traveled pedestrian routes for access to the Sprague School heading south, and the Middle School heading southeast. The neighborhood has limited vehicular access, as it can only be accessed from Route 9 eastbound. The limited access to Route 9 is also a concern with traffic backup onto Francis and Stearns Road during peak commuting hours that coincides with pedestrian and school traffic. Since the previous application, existing conditions on Route 9 have been modified with a new light at Route 9 and Kingsbury Street. The new light has exacerbated the queue issues exiting Francis Road, as Route 9 backs up during peak hours to the street. Revised traffic studies must include this new analysis.

The Town continues to raise significant concerns outlined in our original letter on water, sewer, stormwater, flood zone, and wetlands. The construction management remains a paramount concern for the Town, particularly given the Applicants statement in the 680 Worcester Street application that he may use the 16 Stearns site for parking and trailer storage. The size and location of this site will make it difficult to stage cranes or other construction equipment. The significant removal of site material also poses a problem with the number of anticipated trucks needed to haul the soil and blasted ledge material off site with limited access. In addition, the underground parking proposed will require significant concrete work, and staging of trucks will be difficult given the limited access to the site from Route 9 and the small neighborhood streets used to access the project site. Parking for all construction workers may not be completely accommodated on site given the size of the project and anticipated parking for 680 Worcester Street, and as previously noted parking is prohibited on Stearns Road and Francis Road, as well as Route 9. Deliveries will need to be expertly coordinated and offsite parking of workers may be required. The developer has not stated in the site application how construction would be staged and coordinated.

The Town cannot emphasize the importance of considering these two projects as a single project. Masshousing in the November 13, 2017 letter stated:

The design issues inherent in each proposed Project are magnified by the likelihood that these two related projects, which are located in close proximity to one another, will have significant localized impacts on the small residential neighborhood located around Francis Road and Stearns Road. Each proposed Project faces challenges integrating into the surrounding residential neighborhood context.

As outlined above, the Town continues to find the two projects will significantly impact and impair the values of this established, cloistered neighborhood and finds Masshousing CANNOT evaluate this projects on an individual basis.

The Town further points out that due to the significant number of 40Bs the Town is facing, the proximity of these projects to other projects cannot be disregarded. This project is within close proximity, 1000-1300

feet from existing affordable units at 9 Highland Road, 174-178 Linden Street and 5/7 Oak Street, the projects are also less than a mile from the proposed 40Bs at 148 Weston Road (55 Units), and Delanson Circle (90 Units). The Town is in favor of affordable housing, but would prefer that its affordable housing developments be better distributed throughout Town and throughout the Town's Elementary School districts as opposed to siting all new projects in this one part of Town and within only one or two elementary school districts (Sprague School and Hardy School).

Sincerely,

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

Marjorie R. Freiman

Beth Sullivan Woods

Thomas Ulfelder

Memorandum

To: Greg Watson

From: 680 Worcester Road, LLC **Date:** November 28, 2017

Subject: Site Approval Application/ Modification
680 Worcester Street

We would like to respond to comments raised by your agency in its November 13th letter specific to the pending site approval application relating to 680 Worcester Road in Wellesley. A separate cover will eventually be submitted relating to those comments regarding the 16 Stearns Road site approval application.

We would like to introduce to MassHousing site plan modifications that have occurred prior to your letter being issued. These changes had been implemented based largely on comments received from various Municipal Departments. Moreover, we have attempted to provide some background and context to the changes for your benefit.

The majority of the plan changes were implemented for two primary reasons:

1. We were recently informed that the Massachusetts Department of Transportation was in the process of planning work/improvements in the area of Worcester Street in front of the property at 680 Worcester Road. In an effort to avoid disturbing work on a recently completed Mass DOT project, applications were filed to construct the 6 inch water main into the property as well as to apply for a new curb cut permit. The water connection was approved by both the Town of Wellesley and the Mass DOT and has since been constructed. The curb cut permit application was submitted to Mass DOT, and after several meetings and iterations, the curb cut design was approved and the curb cut permit will be issued after Town approval (our final submission has already been approved by their department). The revised plans now feature a driveway which allows a SU-30 vehicle to turn around within the site, eliminating any need to back out onto Route 9. The design and turning movements shown satisfied Mass DOT. There are no outstanding geometric issues to be resolved relative to the issuance of the curb cut permit.
2. A second reason for site plan modifications was in response to the July 19th 2017 letter issued by the Wellesley Board of Selectmen to MassHousing. Several questions and concerns were identified in that letter. While we respectfully believe most of the issues were of a technical nature more commonly addressed during the public hearing process, we nevertheless have attempted to enhance the proposed design to address some of those questions. And while 40B only requires engineering plans to feature a schematic level of details, we have provided additional details more commonly included during the building permit application stage.

Based on the issues identified in the Board of Selectmen's letter, we are responding to those specific questions/concerns.

A. Site Constraints.

We acknowledge the proposed density is greater than the surrounding neighborhood. A primary purpose/mission of 40B is to encourage greater density in exchange for the creation of affordable housing. Moreover, this project fronts on Route 9 which features a variety of densities and uses.

B. "Proposed stormwater management does not meet Best Practices"

The initial design concept included a stormwater management area located beneath the parking garage. This type of stormwater management design is allowable by DEP and is consistent with a recently approved project in Reading Massachusetts. However, because the Town Engineer was not comfortable with this engineering approach, the stormwater management area was relocated exclusively to be outside the building. The revised design will include two subsurface drainage areas that will mitigate runoff from the site for all design storms. The drainage design will be in compliance with the requirements of the Massachusetts Stormwater Management Standards. The soils were reviewed with information from the National Cooperative Soil Survey which indicates that the onsite soils are considered to be in Hydraulic Soil Group A. These soils provide excellent recharge characteristics. The soil information and characteristics were confirmed with onsite soil testing.

C. Wetlands determination should be revisited

Prior to developing a preliminary plan, a formal Request for Determination of Applicability was submitted to the Wellesley Wetlands Protection Committee. The Committee voted 5 to 0 to issue a negative determination indicating that there were no wetland resources on or within 100 feet of the site at the public hearing held on December 12, 2015. The question of the potential for a vernal pool was also discussed at the hearing and it was noted that the site did not exhibit any of the required characteristics. A copy of this December 15th 2015 letter has been attached to this submission.

D. Proposed setbacks will cause unacceptable impacts to abutting properties

The current/modified plan will now feature a side yard setback to the east property of 20 feet. The Selectmen's letter mistakenly indicated that it was only 8 feet. Moreover, the proposed building setback to the two residential abutters located to the rear were noted as being 10.1 feet when the actual setback is 25 feet. There is a proposed deck on the first floor of the rear of the building which is over the parking spaces. This common deck area, if allowed, provides enhanced and expanded recreational area for the residents in addition to the on grade patio and grass area.

E. "Parking is poorly designed and will not function as proposed".

The proposed parking plan has been significantly redesigned since the original submittal. Several of the significant changes were undertaken at the request of the Fire Department based on a meeting conducted with Charles DiGiandomenico the Fire Prevention Deputy Chief on November 2, 2017. The Fire Department required a clear height of 13.5 feet under the parking sections of the building. In addition, the design team, at the Applicant's recommendation, removed the garage doors to allow full access of emergency vehicles if required under the structure. This design change also allows emergency SU-30 vehicles to turn around on site. The

additional clear height of 13.5 feet also allows the use of stacker parking facilities. As such, the current design features at least one direct drive in parking space for each of the twenty apartments. The modified plan also provides three visitor spaces including one handicapped space. There are 12 additional parking spaces available through the use of tandem and stacker parking spaces. The proposed project requires 32 parking spaces according to the Wellesley Zoning By-Law. The overall program now features 35 parking spaces on site for a ratio of 1.75 spaces per unit; this exceeds the requirements. The interior garage aisle width has also been increased from the required 24' feet to 27' feet. This additional width allows more comfortable vehicular movements within the garage.

F. Limited accommodation for snow removal and storage

With the overwhelming majority of parking located under the building, the proposed plan features very little impervious surface requiring snow removal. We have shown the snow storage areas on Layout sheet C-3. (Attached)

G. Sewer service is undersized and the proposed building encroaches on the existing easement

The existing sewer main consists of a 6 inch line constructed with a 4% slope. The capacity of this line based upon universally accepted computer modeling is approximately 138 gallons per minute. The existing sewer main currently serves four homes with a total of 13 bedrooms. This produces an estimated sewage flow of 1 gallon per minute. The proposed sewage flow generated from the new project would increase the total flow to 4.05 gallons per minute. As is commonly done in design stages, to account for peak flow variations during the day, a peaking factor of 5 is often used. This would produce a maximum theoretical flow of approximately 20.3 gallons per minute. Even at this elevated maximum peak flow, the capacity of the existing sewer main has approximately 6.3 times the capacity to handle even the highest flow. So respectfully, the sewer service is not even close to being undersized and can comfortably handle the additional capacity.

In addition, the applicant would be willing to TV the existing sewer main and repair any deficiencies and or leaks that may be encountered. The proposed design would request the relocation of the sewer manhole to be closer to the easterly property line since the new construction would not be using existing sewer main sections which run further into the existing property (e.g. where the existing house is).

Lastly, we acknowledge the sewer easement does exist. However, from a practical and functional purpose, the sewer easement is totally unnecessary as the sewer infrastructure only services the existing house at 680 Worcester Road. There is no requirement to have a sewer easement for a single residential sewer service, otherwise every house in Wellesley could theoretically have/need a sewer easement.

H. Moratorium on opening of Route 9 may impact water service.

The water main has since been extended into the site so this issue is obsolete as no road opening for water service will be necessary.

I. Site access by Fire Department staff and apparatus is inadequate.

See letter "E". In addition, please see the attached memo to the Fire Department dated November 3, 2017.

J. Site access exacerbates existing traffic and circulation problems.

A detailed Transportation Impact Assessment was prepared for the proposed project by Vanasse & Associates, Inc. dated September 2017. The conclusions from that study indicate that the site development can support safe access entering and exiting the site. In addition, there will be no decrease to the level of service for the adjacent intersections and turning movements. The discussions with Mass DOT indicate that the new curb cut permit will not require a deceleration lane.

K. Pedestrian access to and from the site is limited

The applicant does not intend to construct a sidewalk from Francis Road to the site driveway as was represented in the letter. The existing section of Route 9 already has approximately 130 feet of sidewalk along the site frontage that extends to Francis Road. The proposed project would further extend the sidewalk another 30 feet in front of the property to the new driveway. The existing sidewalk from Francis Road to the property would not change. During discussions with Mass DOT, the proposed improvements for this section of Route 9 would include the addition of sidewalks where they do not currently exist. The applicant will provide snow removal in front of the property as all residents with sidewalks along Route 9 are required to do. No snow plowing beyond the property frontage is proposed.

L. Accommodations for public access should be considered in the project design

The proposed project will have little impact on the adjacent traffic conditions. The addition of or changes to the Metro West Regional Transit Authority should more appropriately be part of the Mass DOT upgrades to Route 9.

M. Construction of the project will have significant impacts on adjacent properties and streets

The current modified site plan now features a clear height of 13.5 feet which allows construction vehicle access and use of the rear portions of the site. The location of the parking and outside ground level patio as well as the easterly side yard area will be used for construction equipment, staging, parking and material storage. The garage level will be constructed first, which will then accommodate additional onsite parking and material storage under cover. The use of 16 Stearns Road (also owned by the applicant) is contemplated for employee parking, a site trailer and storage.

N. The density of the proposed development is significantly inconsistent with the adjoining development and will result in destabilization of the larger single family neighborhood.

See "A". Moreover, this project is located on a major highway with all vehicles entering and exiting onto Route 9. The project is located adjacent to an existing Nursing Home facility which generates significant more traffic than the proposed development and is less "residential" than the proposed development.

Hopefully, these explanations and revised plans are helpful as you continue your review process. We believe we have addressed many of the concerns and/or clarified some incorrect assertions.

We have attached:

- 1 Letter from Hayes Engineering to Wellesley Fire Department Dated Nov 3 2017
- 2 Negative Determination of Applicability – December 15th 2015
- 3 Plans by Hayes Engineering, Inc. for #680 Worcester Street Sheets C1-C9 dated May 9, 2016 revised November 14, 2017
4. Plans by Grazado Velleco Architects, Inc. #680 Worcester Street Sheets C and A-1-A-8 dated May 22, 2017 revised November 14,2017.

We look forward to continuing to engage with the Town of Wellesley as we move through this process. Please let us know if anything we have submitted or explained is not clear.

We appreciate your help

Jay Derenzo

TOWN OF WELLESLEY



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ELLEN F GIBBS, CHAIR
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MARJORIE F. FREIMAN, SECRETARY
BETH SULLIVAN WOODS
THOMAS H. ULFELDER

FACSIMILE: (781) 239-1043
TELEPHONE: (781) 431-1019 x2201
WWW.WELLESLEYMA.GOV
BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

July 19, 2017

Jessica Malcolm
MassHousing
One Beacon Street
Boston, MA 02108

RE: 680 Worcester Street, Wellesley, MA Site Eligibility Response

Dear Ms. Malcolm:

On behalf of the Town of Wellesley Board of Selectmen and Planning Board, please find the following comments with respect to the Comprehensive Permit Site Approval Application recently submitted by 680 Worcester Road, LLC for the construction of a 20-unit residential housing development at 680 Worcester Street within the Town of Wellesley. While the Town supports the creation of affordable housing options, the Town finds that the project is poorly designed and, as designed, is inappropriate for this site. We request that your office and the applicant consider our following concerns:

Site Constraints

The site has an area of 20,029 square feet. The proposed development has a gross floor area of 27,171 square feet, a Floor Area Ratio of 1.36, and height greater than 46 feet. The proposed project will occupy 68% of the site with impervious cover, and retains 32% of the site as “open space,” which the applicant purports to be usable; however, given the location along Route 9, the installation of retaining walls, and the slope to the rear of the site, much of the open space is unusable to the tenants.

Proposed stormwater management does not meet Best Practices

Given the dense development of the site, necessary stormwater management is proposed to be accomplished by placing subsurface detention within the foundation of the proposed building. The Engineering Division has significant concerns over the subsurface infiltration systems location under the garage slab. Our Wellesley Town Engineer, a licensed professional with close to 30 years of experience, has never seen this done previously. Access for maintenance may cause significant disturbance to the site. The setbacks from the foundation appear to be insufficient. The applicant has not submitted soil

testing; however, any soil testing should account for the compaction rate required for the construction of the building as well as address the possible hydrologic impact of the infiltration system on the building foundation. For drainage purposes, it should be noted that snow melt from open air areas will either drain into the subsurface system or be directed to the Town's sewer system and needs to account for suspended solids, filtration and volume.

Wetlands determinations should be revisited

Wetlands are located on the adjacent property to the rear of the site. In December 2015, the Town's Wetlands Protection Committee determined that the isolated wetland on the property is not jurisdictional and the Committee issued a negative Determination of Applicability. As this determination was based upon an inspection in the fall, the Town is of the opinion that an inspection for the presence of a vernal pool should be conducted in the spring, as well as evaluating the role of the wetlands in flood control. Filling of this isolated wetland will require additional permitting at the state level.

Proposed setbacks will cause unacceptable impacts to abutting properties

The setbacks of the proposed project are inadequate and juxtapose a 46-foot-tall building 8 feet from the property line of a single residence home to the east (total separation of buildings is approximately 22-24 feet) with the residential building having a height of approximately 28 feet. To the rear of the site two additional single family lots are present with only a 12-foot setback. The minimal setbacks leave no room for an adequate buffer. In addition, the proposal creates an elevated common terrace which will overlook the properties to the rear with minimal visual or sound mitigation.

Parking is poorly designed and will not function as proposed

The parking for the site includes 32 parking spaces or 1.6 spaces per unit. Tandem parking has been used in the site for 8 of these spaces. The tight configuration and poor layout of the parking lot creates difficult maneuvering aisles to move tandem parked cars if needed. Jockeying of cars may result in parking of cars temporarily on Route 9, **which is prohibited**. The applicant has provided no visitor parking whatsoever, and given the location and isolation of the site, visitors will likely park—illegally—on residential roads or in the abutting commercial property. Parking for deliveries is limited and appropriate turning radii for delivery trucks has not been accounted for in the design. The improper use of turning radii continues to be an issue for trash service, fire safety, and moving trucks, which if the development is constructed all such vehicles will be accessing the site located on Route 9. **Backing out of the site onto Route 9 is not an option**. Additional parking garage design concerns include the parking garage being only partially covered requiring snow removal in open air areas.

Limited accommodations for snow removal and storage

Snow storage is accounted for on the plans, yet in each instance is over a barrier including retaining walls and fencing. The minimal landscaped areas will be impacted by snow storage, further depleting available opportunities for screening. If snow removal is not done properly, snow banks will further reduce the size of parking spaces and maneuvering aisles making a precarious layout even more unsafe for drivers.

Sewer service is undersized and the proposed building encroaches on the existing easement

The existing sewer connection to the site runs from an easement in Francis Road. The proposed structure is located over the easement and the existing line, while adequate to serve the four residential structures that are currently served through the easement, will not meet the municipal standard for a sewer main when the additional 19 units are added. The site also includes a slope easement which is held by the MassDOT, and a portion of the proposed building is located within the easement. The Building Inspector has noted the building cannot be located over any easements, and it should be further noted relocation of the sewer easement would require Town officials to sign off on the abandonment as well as Town Meeting approval.

Moratorium on opening of Route 9 may impact water service

An existing water line is present in Worcester Street. MassDOT will commence repaving Route 9 in the spring/fall of 2017 and the Town anticipates there will be a moratorium on cutting into the pavement.

Site access by Fire Department staff and apparatus is inadequate

The Fire Department has significant concerns regarding the ability for a Ladder Truck to access the site and notes the site **cannot** accommodate the prerequisite turning radius. The site is largely covered by the building with parking at grade. The ceiling height of the covered parking is 12 feet which **does not meet the minimum clear height** for the fire truck. The site must have a minimum of two access points for the Fire Department. An access point can be Worcester Street, although it is a state highway. The secondary access must be from the proposed parking lot at 680 Worcester Street given a fire truck cannot access the remaining two sides of the building.

Site access exacerbates existing traffic and circulation problems

The proposal includes direct ingress and egress from Route 9. Route 9, however, only allows for vehicles to access the site heading eastbound. Exiting the site, all vehicles must continue eastbound and make turnarounds at Kingsbury and Route 9 or access residential neighborhoods to alter course. Returning to the site from a westbound direction would require turnarounds at Oak Street or access via neighborhood roads west of 680 Worcester Street. The Town would encourage MassDOT to consider requiring the installation of a deceleration lane for vehicles accessing the site from Route 9 due to the 50 mph speed limit and limited driveway length.

Pedestrian access to and from the site is limited

The applicant is proposing to continue the sidewalk from Francis Road to the access driveway of the site. Pedestrian access will be critical to access open space, schools, and shopping located within walking distance of the isolated site. Sidewalks should be continued to School Street along Route 9 to accommodate pedestrian traffic should the project move forward. The applicant should also be responsible for plowing all stretches of sidewalk from the site to major roads as MassDOT does not plow sidewalks. Access from Francis Street to Town paths is only useful in good weather conditions as the Town does not plow paths.

Accommodations for public access should be considered in the project design

The MetroWest Regional Transit Authority does have the Route 1 commuter bus which travels along Route 9. The site should have bus accommodations adjacent to the site on Route 9 for tenants seeking public transportation. Commuter rail access is within walking distance if sidewalks are enhanced and plowed along Route 9.

Construction of the project will have significant impacts on adjacent properties and streets

The Town has significant concerns with respect to the practicality of constructing this project. The size of the site makes it impossible to stage cranes or other construction equipment, or to stockpile materials on site for construction. Additionally, parking for construction workers cannot be accommodated on site and therefore will significantly impact the adjacent neighborhoods as parking is not allowed on Route 9 and both sides of Stearns Road. Deliveries will need to be expertly coordinated and offsite parking of workers will be required. Parking, even of a temporary nature in the shoulder of Route 9 represents a significant safety concern to the Town and has the potential to significantly impede residents accessing the Francis and Stearns neighborhoods which has limited access from Route 9. The developer has not stated in the site application how construction would be staged and coordinated.

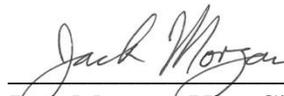
The density of the proposed developed is significantly inconsistent with adjoining development and will result in destabilization of the larger single family neighborhood

Twenty (20) residential units on a 20,000 square foot lot equates to a density of 43.47 units per acre. The density of the abutting residential neighborhood, not including the subject property, is 2.76 units per acre. The project will have a destabilizing effect on the current single family use of the abutting properties, likely making them unmarketable for continued single family owner occupancy, or for redevelopment as single family homes.

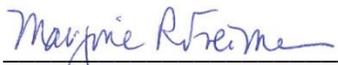
Based on the above, it is apparent that the proposed development is too intense for a site that is less than ½ acre in size. There is no doubt that more affordable housing opportunities are necessary in the Town of Wellesley, but such opportunities should be more respectful of existing neighborhoods and land uses, as well as the eventual residents of the development. This proposal effectively creates an island separate from the larger community, and is contrary to best practices for affordable housing.



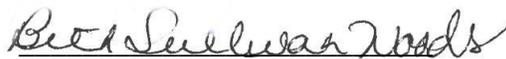
Ellen F. Gibbs, Chair



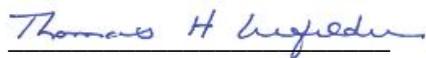
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BETH SULLIVAN WOODS
THOMAS H. ULFELDER

FACSIMILE: (781) 239-1043
TELEPHONE: (781) 431-1019 x2201
WWW.WELLESLEYMA.GOV
BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

October 6, 2017

Katherine Miller
MassHousing
One Beacon Street
Boston, MA 02108

RE: 16 Stearns Road, Wellesley, MA Site Eligibility Response

Dear Ms. Miller:

On behalf of the Town of Wellesley Board of Selectmen and Planning Board, please find the following comments with respect to the Comprehensive Permit Site Approval Application recently submitted by 16 Stearns Road, LLC for the construction of a 36-unit residential housing development at 16 Stearns Road within the Town of Wellesley. The Town finds the location of the proposed project unacceptable given the limited access to the site and proximity to the 680 Worcester Street project (proposed by the same developer) currently in Site Eligibility review with MassHousing. The Town finds the project's density, scale, and height incompatible with the neighborhood and finds the project will have a detrimental impact on abutters due to mass, scale, and traffic based on both its independent construction and relationship to the 680 Worcester Street Project. We request that your office consider the concerns outlined below, as well as consider this project as a joint submittal with the 680 Worcester Street project given the dual ownership by Jay Derenzo and the one parcel separation of the two sites.

Site Constraints

The site has an area of 44,578 square feet. The proposed development has a gross floor area of approximately 97,000 square feet with a Floor Area Ratio of 2.18, and an average height of 70 feet. **The west side of the project measures 81 feet in height.** The site has approximately 5,000 square feet within a 0.2% Flood Zone, with the remainder of the site being comprised of steep grades and ledge. The elevation change from Stearns Road to the peak of the property is 18 feet. The proposal will regrade the site to be at street grade of 152 feet above sea level. This will require a tremendous removal of site material and the installation of 7-11 foot retaining walls along the abutting properties with no fencing proposed.

Fire Access

The Fire Department has expressed concern over the height of the structure and ability to access the structure from multiple sides. One elevation of the structure is over 81 feet in height, and will be the highest residential structure in Wellesley. The Fire Department will consider the structure as a high rise for construction purposes. The Fire Department finds that additional access will be required to the sides and rear of the structure to meet the Fire Code, as access is limited with 14-15 foot setbacks within 150 feet in either direction from the front door. An access road is required and at present cannot be accommodated. Further, given the height of the structure, the Tower Truck must respond to all calls at the site, therefore the Tower Truck will also be required to make the turns around the building when a fire access road is added. In addition to the turning radius required for the sides of the building, the turning radius at the access driveway is not adequate to accommodate the Tower Truck, and given the limited access to the site from Francis Road and Stearns Road, turning around must be accommodated on the project site.

Site Access Exacerbates Existing Traffic and Circulation Problems

The proposal includes direct ingress and egress from Stearns Road, a narrow dead end street located directly off Francis Road, a narrow and dead end street, with direct access from Route 9 eastbound. Stearns Road and Francis Road are heavily traveled pedestrian routes for access to the Sprague School heading south, and Middle School heading southeast. The neighborhood is currently comprised of 17 single family structures (excluding the lot in question) largely 1.5 stories in height. The neighborhood has limited vehicular access, as it can only be accessed from Route 9 eastbound. The limited access to Route 9 is also a concern with traffic backup onto Francis and Stearns Road during peak commuting hours that coincides with pedestrian and school traffic.

It is unclear whether the applicant is proposing to add any sidewalks within the neighborhood. The additional volume of 36 residential properties on a narrow road with significant pedestrian traffic, and no sidewalks is a concern given the current width and limited access to the property. There currently are no sidewalks on either Francis Road or Stearns Road and both rights of way measure approximately 40 feet in width, with pavement widths of approximately 20 feet in width. Sidewalk installation should be a consideration given the increased vehicular and construction volume. The proposed project adds over 200% more residences and vehicular activity to the neighborhood at the current pedestrian access point to both the Sprague elementary school and Middle School. Many residents along Worcester Street also use this neighborhood for access. The adjacent project proposed at 680 Worcester Street, if constructed, will also add pedestrians to the neighborhood as it is a safer route to the schools and fields than along Route 9 where there is no current sidewalk extending westbound. Residents currently access Sprague School by walking through the end of Stearns Road through to the school property via a stone path. The installation of sidewalks is feasible given the 40-foot right of way, but will have significant impact on the existing streetscape and require the removal of established Town trees located within the right of way.

Proposed Setbacks Will Cause Unacceptable Impacts to Abutting Properties

The setbacks of the proposed project are inadequate and juxtapose a 70-foot-tall building 15 feet from the abutting property line and 45 feet to a single residence home located at 10 Stearns Road to the east. The Town owns land to the east, south, and west, and the structure will be located 14.9 feet from the Sprague School Parking Lot and Sprague Fields access

drive. The minimal setbacks leave inadequate buffer or screening from abutters, particularly given front access will be 160 feet from the rear of a proposed 20 unit 40B located at 680 Worcester Street with minimal landscaping provided to the rear of the site. The two projects proposed by Jay Derenzo significantly impact the properties located at 11 Stearns Road and 9 Stearns Road, which will have projects to the rear and across the street from their low profile single-family structures. In addition, the proposal creates exterior balconies that will overlook the abutting properties with minimal visual or sound mitigation. The Town reiterates its view that the two projects should be considered as one project as the proposal will eliminate all privacy for 11 Stearns and 9 Stearns Road.

The Density of the Proposed Development is Significantly Inconsistent with Adjoining Development

Thirty-six (36) residential units on a 44,578 square foot lot equates to a density of 35 units per acre. The density of the abutting residential neighborhood, not including the subject property, is 3 units per acre. The single-family structures directly abutting the site will be significantly impacted due to the close proximity and potential shadow effects from the development. The developer previously discussed with the Town the potential to subdivide the lot into 2 or 3 units, which would have been consistent with the existing neighborhood density. The 2017 Annual Town Meeting altered the Town's Large House Review zoning provisions, and as a result, the developer has stated his perceived size limitations on residential construction necessitated the current proposed project. This zoning change does not align with the need for the density of 40 units per acre at the 680 Worcester Street site.

The 16 Stearns Road application largely references the Alzheimer's Center as neighborhood context. The site, although within close proximity on a map, has no vehicular neighborhood connection to the Alzheimer's Center and contextually is separated from the proposed 36-unit development because of the street patterns.

Water and Sewer Service

The Town has preliminarily reviewed the water and sewer infrastructure in the immediate area. While DPW/Engineering believes sewer can be handled with the existing 8" main, there is significant concern that the existing 6" water main will not provide adequate flow with the necessary sprinkler system, while maintaining appropriate service levels for the neighborhood. Replacement of the line to an 8" or 10" line will be required from Route 9, thus impacting both the Stearns Road and Francis Road water lines and road surfaces. Given the location of the project and required infrastructure upgrades, there is no section of the neighborhood unaffected from the proposed projects.

Proposed Stormwater Management Concerns

Given the dense development of the site and the significant amount of impervious material, stormwater management and groundwater management are significant concerns to the Town. There is likely a presence of ledge where the underground garage is proposed, and the dense site configuration will limit the available locations for subsurface infiltration. Ground water has largely been located in the area at depths of 5 feet below grade. On-site mitigation must be considered, although the Town will be opposed to the location of subsurface infiltration underneath the foundation of the proposed building. Although stormwater management is neglected in the application, the developer has proposed similar subsurface systems at the 680 Worcester Street 40B site. The subsurface recharge of that

site, also over 85% impervious within close proximity, will further impact the water table. The front of the property is the only location where subsurface infiltration can be located. At this time, there is no information on soil conditions or percolation capabilities of the site. The site is within close proximity to the McCracken Brook culvert that is currently at capacity. Unmanaged stormwater will exacerbate the problems associated with the McCracken Brook culvert and could have significant impact on the small residential neighborhood with potential ground water disturbance. McCracken Brook will be impacted by runoff and stormwater from three projects including 16 Stearns Road, 680 Worcester Street, and Delanson Circle which also proposes 90 Units along Linden Street through a Comprehensive Permit.

Flood Zone and Wetlands

As noted above, the site is partially located within a Flood Plain. The applicant states that he is seeking a Letter of Map Amendment, but as no LOMA has been issued it should be noted that the lower level of the parking garage is at the Flood Plain elevation. The plans also show that there is a common exercise room with access to an outdoor community space in this flood plain area.

Wetlands are located on the adjacent property at 694 Worcester Street across the right of way from the project site. In December 2015, the Town's Wetlands Protection Committee determined that the isolated wetland on the property is not jurisdictional and the Committee issued a negative Determination of Applicability. As this determination was based upon an inspection in the fall, the Town is of the opinion that an inspection for the presence of a vernal pool should be conducted in the spring, as well as evaluating the role of the wetlands in flood control. The buffer zone for this potential wetland would largely impact the 16 Stearns Road property.

Parking Garage and Visitor Parking

The parking for the site includes 78 parking spaces, configured in 5 surface spaces and two levels of underground parking having 36 and 37 spaces. The applicant has provided minimal visitor parking. It should be noted Stearns and Francis Roads prohibit on street parking. Overflow visitor parking would likely try to locate at either the private Alzheimer Center or Sprague School/Field. Sprague School/Field already has a shortage of parking during events and does not allow for overnight parking. Trash is proposed to be located on the eastern side of the property with an exterior dumpster, located at the closest point to the abutting residential property. It is important to note that Wellesley does not have municipal trash removal, but relies on residents or private trash haulers, as licensed by the Board of Health.

Construction of the Project Will Have Significant Impacts on Adjacent Properties and Streets

The Town has significant concerns with respect to the practicality of constructing this project. The size and location of this site will make it difficult to stage cranes or other construction equipment. The significant removal of site material also poses a problem with the number of anticipated trucks needed to haul the soil and blasted ledge material off site with limited access. In addition, the two-tier parking proposed will require significant concrete work, and staging of trucks will be difficult given the limited access to the site from Route 9 and the small neighborhood streets used to access the project site.

Additionally, parking for all construction workers may not be completely accommodated on site given the size of the project, and as previously noted parking is prohibited on Stearns Road and Francis Road, as well as Route 9. Deliveries will need to be expertly coordinated and offsite parking of workers may be required. The developer has not stated in the site application how construction would be staged and coordinated. This construction effort, in concert with the potential construction of the 680 Worcester Street project, will make project logistics impossible. Construction parking will have to be accommodated off site for both projects.

Historical Soil Concerns

The project site is located within close proximity to a landfill remediation site located at Sprague Field. Given the proximity to McCracken Brook Culvert, and the amount of fill proposed for removal, the Town believes the site should conduct a 21E to verify the soil at lower levels has no contamination from the historic landfill located adjacent to the property.

Conclusion: Based on the above, the proposed development is too intense for a site that is approximately 1 acre in size.

Wellesley's Progress on Affordable Housing

The Town has recently been inundated with 40B Site Eligibility notices. The Town has not met its 10% threshold; but would like to convey the efforts it has continually made to increase the Town's affordable housing inventory. The Town of Wellesley has been making steady progress over the last 15 years in increasing the Subsidized Housing Inventory and consistently passing zoning provisions to assist with affordable housing as redevelopment opportunities in Wellesley's commercial districts occur. The Town as of August 24, 2017 is at 6.3% of its 10% goal, with upwards of 38 units in the process of being added to the Subsidized Housing Inventory within the next several months. Below are the Town's actions that have supported development of affordable housing:

- The 2007-2017 Comprehensive Plan was adopted in 2007 with actions for affordable housing.
- The Inclusionary Zoning Bylaw (IZB) was adopted in 2004 which requires residential projects in commercial districts to provide 20% affordable housing, and commercial projects over 10,000 square feet to provide 2% affordable housing (1 unit for every 50,000 square feet constructed).
- 2004: the Town's Community Preservation Committee funded \$65,000 in addition to HUD funds to create a DMR house at 4 Marshall Road (SHI).
- 2005: the IZB was modified to require subdivisions having more than 5 lots to comply with the Bylaw at 20% threshold.
- 2007: the definition of Floor Area Ratio in the Zoning Bylaw was modified to exclude affordable units developed under the IZB from being included in the FAR to increase density and increase opportunities for affordable housing units in commercial districts.
- 2007: the Linden Square project was completed, wherein 7 affordable housing units were created under the IZB (Units have recently be found to be missing from the Town's SHI, but are being added now).

- 2007/2008: permitting began for projects at 978 Washington Street and the former Wellesley Inn site at 576 Washington Street in Wellesley Square; these projects were delayed due to the recession, but both have now been completed, resulting in 7 SHI-eligible units at 978 Worcester and 5 SHI-eligible units at 576 Washington Street. Both projects were developed under the Town's Zoning and subject to the IZB; 978 Worcester St. also resulted in payment in-lieu funds for 1 unit.
- 2009: the permitting of a CVS resulted in the payment of in-lieu funds under the IZB.
- 2011: a 40B project was approved at 65-71 Washington Street resulting in 1 SHI-eligible unit.
- 2012: a project was permitted at 27 Washington Street, resulting in the development of 82 SHI-eligible units, as well as 7 assisted living units not SHI-eligible but permanently deed restricted to be affordable.
- 2012: the Wellesley Housing Development Corporation purchased a two-family dwelling at Peck Ave and a single-family dwelling at 6 Mellon Road, renovating the homes and creating 3 affordable units; at this time the Town also purchased 9 Highland Road, although it is not on SHI, but it is affordable due to deed restriction not complying with DHCD requirements (Must wait to add on resale per DHCD).
- 2013/2014: a 40B project was approved at 139 Linden Street providing 2 SHI units (to be added to SHI).
- 2013: Wellesley Square Zoning District was amended to create a special permit to increase density; this benefited and allowed the previously stalled Wellesley Inn project to proceed.
- 2016: the Planning Board approved a Definitive Subdivision plan for 135 Great Plain Ave. that included a payment in-lieu for 2.4 units.
- 2016 to present: the Town is developing a new Comprehensive Plan; known as the Unified Plan, the Plan is combining typical land use planning with all aspects of the Town's government to serve as a master strategic plan for the Town. The Plan is expected to be adopted in the Winter/Spring 2018. www.wellesleyunifiedplan.com
- July 2016 to present: the Planning Board, Board of Selectmen, and Housing Development Corporation, have aggregated \$35,000 for the creation of a Housing Production Plan for the Town. An RFP was released by September 25, 2017.

More affordable housing opportunities are necessary in the Town of Wellesley and the Town is currently working on a Housing Production Plan. The proposed density in a neighborhood with limited access is unreasonable and incongruous with the 1.5 story residential structures on .25 to .5 acre lots. In addition, this second proposed 40B development is within less than 160 feet from a proposed 40B development, by the same developer, at 680 Worcester Street which has already significantly decreased the economic value of these properties. The developer is systematically seeking to purchase abutting properties, and given the detrimental effect the two projects might have on the quiet single-family neighborhood, residents feel pressure to sell. This proposal, along with the four other 40B projects currently in site eligibility at MassHousing and MHP are far out of character with the community.

For reference, 40B projects currently in Project Eligibility are:

1. 680 Worcester Street (20 Units)- ~160 feet from proposed project
2. Wellesley Crossing – Delanson Circle (90 Units) ~2100 feet from proposed project

3. 148 Weston Road (55 Units) ~ 3000 feet from proposed project
4. 135 Great Plain Avenue (44 Units) ~ 1.6 miles from proposed project

Other 40B projects being considered in Wellesley

1. 136 Worcester Street (44 Units) ~3 miles from proposed project

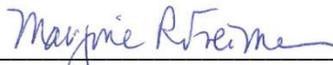
Sincerely,



Ellen F. Gibbs, Chair



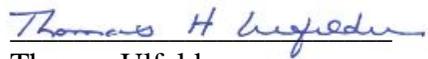
Jack Morgan, Vice Chair



Marjorie R. Freiman



Beth Sullivan Woods



Thomas Ulfelder

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. Ratify Health Insurance Memorandum of Agreement

Over the past six months we have been in a process to negotiate a successor memorandum of agreement with all of the Town's 11 unions for the provision of new health plans beginning July 1, 2018. Tentative agreement was reached several weeks ago, and since that time the terms of the final agreement was worked out, and the unions have been holding ratification meetings. At the time of this writing the majority of the unions have ratified the agreement, and we anticipate that by Tuesday night the two that have not (Library and Police) will have done so. A copy of the final agreement is enclosed for your review.

MOVE that the Board vote to ratify the Memorandum of Agreement between the Town and each of its 11 employee unions for a successor health insurance agreement for the period July 1, 2018 – June 30, 2021.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF WELLESLEY
AND**

(July 1, 2018 through June 30, 2021)

WHEREAS, the Town of Wellesley (the “Town”) currently provides health insurance benefits to its eligible subscribers through participation in the West Suburban Health Group (WSHG); and

WHEREAS, the Town and the _____ (the “Union”) have agreed to the following terms that will, if implemented, allow the Town to remain a member of the WSHG; and

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement (“CBA”) and it is the mutual intent of the parties that the terms of this Agreement shall be appended to the CBA and shall supersede any conflicting provision(s) in said CBA; and

WHEREAS, the Town and the Union mutually agree that the Town has satisfied all of its bargaining obligations related to the subjects of this Agreement.

NOW THEREFORE, the Town and the Union agree as follows:

1. This Agreement shall be for a three year period commencing July 1, 2018 and ending June 30, 2021. Should the WSHG cease to be a viable entity during the term of this Agreement then the Town may terminate this Agreement upon no fewer than ninety (90) days’ notice to the Union. If the Town terminates the Agreement, the employer-employee premium split shall be as set forth in paragraph 3e below. The Union acknowledges and agrees that this Agreement shall be implemented by the Town if ratified/approved by all Town of Wellesley and Wellesley Public School bargaining units. If this Agreement is ratified/approved by some, but not all, bargaining units, then the Town shall have the sole discretion to either implement this Agreement or not.

2. Plan Offerings.
 - a. Effective July 1, 2018, the Town shall cease offering the West Suburban Rate Saver plans and shall offer instead the West Suburban Benchmark and High Deductible plans to all eligible employees.
 - b. The Benchmark plans shall include the plan designs currently in effect and expressly listed in this Agreement in Attachment B.
 - c. The High Deductible plans shall include the plan designs currently in effect and expressly listed in this Agreement in Attachment B.
 - d. In each year of the agreement, the Town may alter the plan design of either the benchmark or high deductible plans provided that the plan design alteration does not constitute a major change. A major change is defined as any co-payment change(s) by a carrier that individually or in the aggregate results in a premium decrement in excess of 1.0% for that carrier’s plan offering. If a major change to the plan design is made, the Town shall reimburse the impacted employee for the difference between the old and new co-payment through a Health Reimbursement Arrangement. Reimbursement for a major change to the plan design under this section is not limited to reimbursement of the co-payments expressly listed in Section 6 (HRAs).

3. Premium Splits.

a. Effective July 1, 2018, the Town shall contribute:

***80% towards the Fallon Select and Fallon Direct Benchmark plans;
62% towards the Harvard Pilgrim HMO Benchmark;
60% towards the Tufts Navigator HMO Benchmark; and
55% towards the Blue Cross Blue Shield Benchmark plans.**

***80% towards the Fallon Select and Fallon Direct High Deductible plans;
68% towards the Harvard Pilgrim HMO High Deductible;
64% towards the Tufts Navigator HMO High Deductible; and
58% towards the Blue Cross Blue Shield High Deductible plans.**

***The 80% premium split contribution shall apply to the lowest priced Limited Provider Network and General Provider Network benchmark and high deductible plans for both family and individual (currently Fallon Direct and Fallon Select).**

b. Effective July 1, 2019, the Town shall contribute:

***79% towards the Fallon Select and Fallon Direct Benchmark plans;
62% towards the Harvard Pilgrim HMO Benchmark;
60% towards the Tufts Navigator HMO Benchmark; and
55% towards the Blue Cross Blue Shield Benchmark plans.**

***79% towards the Fallon Select and Fallon Direct High Deductible plans;
68% towards the Harvard Pilgrim HMO High Deductible;
64% towards the Tufts Navigator HMO High Deductible; and
58% towards the Blue Cross Blue Shield High Deductible plans.**

***The 79% premium split contribution shall apply to the lowest priced Limited Provider Network and General Provider Network benchmark and high deductible plans for both family and individual (currently Fallon Direct and Fallon Select).**

c. Effective July 1, 2020, the Town shall contribute:

***78% towards the Fallon Select and Fallon Direct Benchmark plans;
62% towards the Harvard Pilgrim HMO Benchmark;
60% towards the Tufts Navigator HMO Benchmark; and
55% towards the Blue Cross Blue Shield Benchmark plans.**

***78% towards the Fallon Select and Fallon Direct High Deductible plans;
68% towards the Harvard Pilgrim HMO High Deductible;
64% towards the Tufts Navigator HMO High Deductible; and
58% towards the Blue Cross Blue Shield High Deductible plans.**

***The 78% premium split contribution shall apply to the lowest priced Limited Provider Network and General Provider Network benchmark and high deductible plans for both family and individual (currently Fallon Direct and Fallon Select).**

- d. This agreement will preclude the Town from transferring subscribers into the Group Insurance Commission unless it is by mutual agreement between the Town and the Unions.
- e. Should the Town leave West Suburban for any reason, the Town shall contribute no less than 78% of the premium for all non-indemnity plans offered and 50% of the premium for indemnity plans offered.

4. **Flexible Spending Accounts (FSA).**

- a. The Town shall continue to offer FSAs. The Town shall pay all administrative expenses associated with the maintenance of FSAs.
- b. Effective July 1 of each year of the Agreement, the Town shall contribute a matching amount of up to \$150 toward the FSA of employees on an FSA eligible individual plan and a matching amount of up to \$450 toward the FSA of employees on a FSA eligible family plan.
- c. In each year of the agreement, the Town and Unions will calculate the total amount of the Town's matching FSA obligation after the open enrollment period ends which will include the amount of money not contributed by the Town because an eligible employee enrolled in a Town health insurance plan either did not enroll in a FSA or contributed less than \$150 if an individual or \$450 if a family to their FSA. Any remaining funds from employees not maximizing their matching option or not choosing to enroll in the FSA matching program shall be used in the following order:
 - i. Refund any outstanding FSA funds owed to the Town by employees from the previous year.
 - ii. Transfer up to \$10,000 into the Transition of Care Fund referenced in section 9, if needed.
 - iii. Convert remaining funds into non-matching employer contributions on a pro-rata basis to those employees who participate in the matching FSA program the following year.

5. **Health Savings Accounts (HSA).**

- a. Effective July 1, 2018, the Town shall create and offer HSAs to employees enrolled in a High Deductible plan. The Town shall pay all administrative expenses associated with the creation and maintenance of HSAs.
- b. Effective July 1 of each year of the Agreement, the Town shall contribute \$1,000 toward the HSA of an employee enrolled in a High Deductible individual plan and \$2,000 toward the HSA of an employee enrolled in a High Deductible family plan. The disbursement of the Town's contribution shall be made in three equal payments. The first payment shall be made by September 1 of each year, the second payment by December 1 of each year and the last payment by March 1 of each year.
- c. **High Deductible Plan Early Adopter Incentive.**
 - i. Effective July 1, 2018, the Town shall compensate any employee who had been enrolled in a Rate Saver family plan the previous year and who enrolls in a Fallon High Deductible family plan the sum of \$1,000. The compensation shall be paid through the employee's regular earnings with normal deductions no later than the first pay period in December. Any employee who accepts this incentive shall be ineligible to enroll in a benchmark plan during the life of the Agreement.

- ii. Effective July 1, 2019, the Town shall compensate any employee who had been enrolled in a Benchmark family plan the previous year and who enrolls in a Fallon High Deductible family plan the sum of \$750. The compensation shall be paid through the employee's regular earnings with normal deductions no later than the first pay period in December.

6. Health Reimbursement Arrangement (HRA).

- a. The Town will continue to offer a limited HRA program to employees enrolled in the Benchmark plans. Subject to the limitations set forth in sections 6b and 6c below, reimbursement shall be provided to said employees for the following co-payments:

Specialist Care	\$25
Urgent Care	\$10
Inpatient Admission	\$200 / \$400 (for inpatient co-pay in excess of \$500)
Same-day Surgery	\$100
Diagnostic Imaging	\$50
Mail Order Prescription \$75+	\$25 per prescription

- b. Effective July 1, 2018, the total town funding for the HRA shall be \$75,000. Any unused amount from the total shall be added to the total amount in the next fiscal year. Reimbursement shall be provided to eligible employees on a first-come, first-serve basis up to the maximum reimbursement of \$300 for an employee enrolled in an individual plan and \$700 for an employee enrolled in a family plan.
- c. Effective July 1, 2019, the total town funding for the HRA shall be \$50,000 plus any amount that rolls over from the previous year. Reimbursement shall be provided to eligible employees on a first-come, first-serve basis up to the maximum reimbursement of \$200 for an employee enrolled in an individual plan and \$600 for an employee enrolled in a family plan.
- d. Effective July 1, 2020, the total town funding for the HRA shall be \$25,000 plus any amount that rolls over from the previous year. Reimbursement shall be provided to eligible employees on a first-come, first-serve basis up to the maximum reimbursement of \$100 for an employee enrolled in an individual plan and \$300 for an employee enrolled in a family plan.

7. Additional Insurances.

- a. The Town shall continue to offer dental insurance, life insurance and long-term disability insurance. The Town shall also offer other voluntary insurances including vision, hospital indemnity, accident, cancer and disability insurances.
- b. The Town shall continue to pay for a long-term disability plan as currently offered to employees.
- c. For the remaining insurances, the Town shall contribute a total amount of \$500 for an individual and \$600 for a family. For benefit eligible employees not enrolling in health insurance, the Town shall contribute \$297 toward the additional insurances.
- d. The parties shall mutually agree on choosing the new insurance offerings.
- e. The Town and a committee designated by the unions will meet no later than September 1, 2018 with the Town's broker and dental insurance provider to discuss and review options for dental plan design changes. The Town and the unions will come to an agreement on possible changes to the dental plan designs by January 1, 2019 to be offered during the enrollment period for July 1, 2019.

8. **Opt-out program.** For the duration of this Agreement, the Town shall offer an “opt-out” program for employees who are enrolled in a Town sponsored health insurance plan. The terms of the opt-out program are detailed in “Attachment A”. The Town will have no obligation to offer this opt-out program after the expiration of this Agreement unless the parties agree in writing to continue the program.

9. **Transition of Care Fund (Fund).**

The parties agree that the Town shall establish a mitigation fund of \$60,000 for the first year of this agreement, with any unexpended balance carrying forward for the second and third years, for the dual purpose of helping vulnerable employees/non-Medicare eligible retirees who have serious, ongoing medical conditions remain with their specialists who are not covered by the Fallon Select plan as well as providing assistance to employees who live outside the Fallon service area and use providers outside of the Fallon service area. The amounts specified below are to assist in the payment for the difference between the premium cost of Fallon and the premium cost of either the HPHC, BCBS or Tufts plans whose networks cover physician services outside the borders of Massachusetts or on Cape Cod where the employee/non-Medicare eligible retiree lives. The parties agree that the \$60,000 first year amount and the balance rollover to the second and third years are the maximum amount (except for any unused FSA contributions per the FSA language in the contract) the Town will contribute to the mitigation fund. The parties agree that eligibility for mitigation is subject to the following terms:

- The Town of Wellesley and the Union shall adopt Fallon’s Transition of Care provision for a “qualifying” employee/non-Medicare eligible retiree who has a serious ongoing medical condition.
- The Town of Wellesley and the Union shall also adopt a Residence Transition of Care provision for an employee/non-Medicare eligible retiree whose permanent address, as listed in the Town of Wellesley payroll system, is outside the Fallon service area of all of Massachusetts, except for the communities beyond the Cape Cod Canal. In addition, the employee/non-Medicare eligible retiree must have utilized at least one provider who is a non-Fallon provider within the last year.
- Applications for Fallon’s Transition of Care will be submitted to Fallon’s Client Service Advocate who will make a determination if the applicant would normally be approved for Fallon’s Transition of Care coverage for active treatment for a serious condition by a primary specialist. Applications for the Residence Transition of Care must also be submitted to Fallon’s Client Service Advocate who will verify the employee/non-Medicare eligible retiree’s address with the Town’s payroll department and will verify that the treating provider listed in the application is a non-Fallon provider.
- If the applicant meets the eligibility requirements for Fallon’s Transition of Care coverage or the Residence Transition of Care provision, they will receive a subsidy of up to \$1,400 for an individual Benchmark plan, and up to \$3,800 for a family Benchmark plan and up to \$700 for an individual High Deductible plan, and up to \$2,000 for a family High Deductible plan to remain enrolled in a non-Fallon plan through WSHG, subject to the availability of funds. The subsidy shall be no more than is necessary for the percent the employee contributes to their premium to equal 21%. If the total number of eligible applicants exceeds the mitigation fund for that year, the subsidy shall be disbursed on a proportional basis based on the total number of eligible applicants.
- A “qualifying” employee for Fallon’s Transition of Care must be receiving active treatment on or before July 1, 2018 by a primary specialist that specializes in a defined practice and who is not covered within the Fallon Select network.
- For these purposes relating to Fallon’s Transition of Care, the terms “active treatment”, “serious condition” and “primary specialist” are defined as follows:

- **Active treatment:** treatment following an inpatient stay or outpatient procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease that was scheduled on or before July 1, 2018. Active treatment does not include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease. It also does not include clinical trials, experimental treatments, off-label use for products or products not approved by the Food and Drug Administration in circumstances where these services would not otherwise be covered.
- Active treatment shall also include mothers who give birth after April 30, 2018 and before July 1, 2018 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Fallon Select plan/network.
- **Serious condition:** one that is life threatening or could lead to a serious or permanent disability if left untreated.
- **Primary specialist (may include but not limited to):** a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist, orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.
- The subsidies shall apply only to qualifying members and subscribers enrolled in a Town sponsored Harvard Pilgrim, Tufts or Blue Cross Blue Shield plan as of April 1, 2018.
- A five-member Health Insurance Subsidy Review Board shall be established to administer the subsidy program and for subscribers to appeal a decision by Fallon's Client Service Advocate regarding qualification for the subsidy. The Board shall be composed of the Town Human Resources Director, School Human Resources Director, two Union members and a Town retiree. The Town retiree shall be elected by unanimous consent by the four members of the board. The final ruling of the Board shall be binding and not subject to the grievance or arbitration process.

10. Non-Medicare Eligible Retirees:

The Town shall create an HRA to cover the costs of the Town's share of the deductible and increases to co-pays for non-Medicare eligible retirees as follows:

- \$150 / \$450 deductible HRA reimbursement program; and
- \$200 / \$300 copay HRA reimbursement program.

11. Duration. The parties agree that this agreement shall sunset on June 30, 2021. In no event shall any of the terms of this agreement be binding past June 30, 2021 unless both the Town and the Union mutually agree to extend or renew this agreement or any of its terms. In the event this agreement is not extended or renewed, or if the Town and the Unions cannot come to terms on an alternative agreement, this agreement shall become null and void and the Town shall contribute 78% toward the premium of all non-indemnity health insurance plan offerings and 50% toward the premium of all indemnity health insurance plan offerings.

If the parties do not agree to extend or renew this agreement and the Town implements sections 21-23, the first year cost savings for the purpose of determining the statutory minimum employee mitigation shall be calculated as if no less than 70% of the subscribers were enrolled in Benchmark plans (individual or family). If more than 70% of the subscribers are enrolled in Benchmark plans upon implementation of section 21-23, the actual percentage will be used to calculate the statutory minimum employee mitigation.

The Town of Wellesley:

The Union:

Attachment A – Opt Out Pay

- 1. Employees who have been enrolled in a Town-offered health insurance plan for at least two consecutive years immediately prior to July 1, 2015 or immediately prior to July 1, 2018, and who remain eligible (during the entire time they seek an opt-out payment) and who opt-out of the Town plan/program shall receive \$2,250 (if the employee was enrolled in an individual plan) or \$4,500 (if the employee was enrolled in a family plan) per fiscal year. The opt-out program shall be for a three year trial period commencing July 1, 2018 and concluding June 30, 2021 and shall “sunset” on that date unless extended by mutual agreement of the parties.**
- 2. Employees who opt-out for a full year will receive the opt-out payment in the first June pay period. (For example, if an employee opts-out of a family plan effective July 1, 2018, the employee will receive the \$4,500 payment in June of 2019).**
- 3. Employees who are enrolled in a Town plan as of July 1st, but otherwise meet the eligibility criteria in (1) above, and who then enroll in a spouse’s plan during the benefit year shall be entitled to a pro-rata share of the opt-out payment amount.**
- 4. Employees who are properly enrolled in the opt-out program and retire or resign their employment with the Town prior to receipt of the opt-out payment will be entitled to a pro-rata share of the opt-out payment amount.**
- 5. In no event will an employee be eligible to receive an opt-out payment if the employee is enrolled in a Town offered plan as either a subscriber or dependent.**

Attachment B – Plan Design for West Suburban non-Medicare plans

Fallon Select Benchmark

Deductible (doesn't apply to preventative care)	Indiv: \$300 / plan year; Family: \$900 / plan year
Out-of-pocket max	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$20 copay
Specialist Visit	\$60 copay
Preventative Care	\$0 copay
Diagnostic test (x-ray, blood work)	Deductible
Imaging: CT, MRI, Pet Scans	\$100 copay then deductible
Outpatient	\$250 copay then deductible
Emergency Care	\$100 copay then deductible
Emergency Medical Transportation	No charge
Urgent Care	\$20 copay
Inpatient admission	\$500 copay then deductible
Mental Health / Behavioral / Substance Abuse	\$20 copay
Childbirth delivery facility services	\$500 copay then deductible
Home health care	Deductible
Rehab services	\$20 copay; up to 60 visits per year
Skilled Nursing	\$500 copay then deductible
Durable medical equipment	Deductible
Hospice services	Deductible
Children's eye exam	\$0
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$20 copay prenatal first visit only; \$20 copay postnatal
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

Fallon Select High Deductible

Deductible (doesn't apply to preventative care)	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year
Out-of-pocket max	\$5,000 / person / plan year; \$10,000 / family / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$0 copay; deductible
Specialist Visit	\$0 copay; deductible
Preventative Care	No charge
Diagnostic test (x-ray, blood work)	\$0 copay; deductible
Imaging: CT, MRI, Pet Scans	\$0 copay; deductible
Outpatient	\$0 copay; deductible
Emergency Care	\$0 copay; deductible
Emergency Medical Transportation	Deductible
Urgent Care	\$0 copay; deductible
Inpatient admission	\$0 copay; deductible
Mental Health / Behavioral / Substance Abuse	\$0 copay; deductible
Childbirth delivery facility services	\$0 copay; deductible

Home health care	\$0 copay; deductible
Rehab services	\$0 copay; deductible up to 60 visits per year
Skilled Nursing	\$0 copay; deductible
Durable medical equipment	\$0 copay; deductible
Hospice services	\$0 copay; deductible
Children's eye exam	No charge
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$0 copay

Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
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Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay
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Fallon Direct Benchmark

Deductible (doesn't apply to preventative care)	Indiv: \$300 / plan year Family: \$900 / plan year
Out-of-pocket max	Indiv: \$2,000 / plan year Family: \$4,000 / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$20 copay
Specialist Visit	\$60 copay
Preventative Care	\$0 copay
Diagnostic test (x-ray, blood work)	Deductible
Imaging: CT, MRI, Pet Scans	\$100 copay then deductible
Outpatient	\$250 copay then deductible
Emergency Care	\$100 copay then deductible
Emergency Medical Transportation	No charge
Urgent Care	\$20 copay
Inpatient admission	\$500 copay then deductible
Mental Health / Behavioral / Substance Abuse	\$20 copay
Childbirth delivery facility services	\$500 copay then deductible
Home health care	Deductible
Rehab services	\$20 copay; up to 60 visits per year
Skilled Nursing	\$500 copay then deductible
Durable medical equipment	Deductible
Hospice services	Deductible
Children's eye exam	\$0
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$20 copay prenatal first visit only; \$20 copay postnatal
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

Fallon Direct High Deductible

Deductible (doesn't apply to preventative care)	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year
Out-of-pocket max	\$5,000 / person / plan year; \$10,000 / family / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$0 copay; deductible
Specialist Visit	\$0 copay; deductible
Preventative Care	No charge
Diagnostic test (x-ray, blood work)	\$0 copay; deductible
Imaging: CT, MRI, Pet Scans	\$0 copay; deductible
Outpatient	\$0 copay; deductible
Emergency Care	\$0 copay; deductible
Emergency Medical Transportation	Deductible
Urgent Care	\$0 copay; deductible
Inpatient admission	\$0 copay; deductible
Mental Health / Behavioral / Substance Abuse	\$0 copay; deductible
Childbirth delivery facility services	\$0 copay; deductible
Home health care	\$0 copay; deductible
Rehab services	\$0 copay; deductible up to 60 visits per year
Skilled Nursing	\$0 copay; deductible
Durable medical equipment	\$0 copay; deductible
Hospice services	\$0 copay; deductible
Children's eye exam	No charge
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$0 copay
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

Blue Cross Blue Shield Benchmark

Deductible (doesn't apply to preventative care)	Indiv: \$300 / plan year; Family: \$900 / plan year
Out-of-pocket max	Indiv: \$2,000 / plan year for medical; \$2,000 for pharmacy; Family: \$4,000 / plan year for medical; \$4,000 for pharmacy
Primary Care visit to treat injury or illness	\$20 copay, \$60 if other network provider
Specialist Visit	\$60 copay
Preventative Care	\$0 copay
Diagnostic test (x-ray, blood work)	Deductible
Imaging: CT, MRI, Pet Scans	\$100 copay then deductible
Outpatient	\$250 copay then deductible
Emergency Care	\$100 copay then deductible
Emergency Medical Transportation	No charge
Urgent Care	\$20 copay
Inpatient admission	\$500 (Tier 1) copay then deductible; \$1,500 (Tier 2) then deductible
Mental Health / Behavioral / Substance Abuse	\$20 copay
Childbirth delivery facility services	\$500 copay then deductible
Home health care	Deductible

Rehab services	\$20 copay; up to 60 visits per calendar year
Rehab hospital care	Deductible
Skilled Nursing	Deductible
Durable medical equipment	Deductible
Hospice services	Deductible
Children's eye exam	\$0
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$20 copay prenatal first visit only; \$20 copay postnatal

Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
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Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay
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Blue Cross Blue Shield High Deductible

Deductible (doesn't apply to preventative care)	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year
Out-of-pocket max	\$5,000 / person / plan year; \$10,000 / family / plan year (medical and pharmacy combined)

Primary Care visit to treat injury or illness	\$0 copay; deductible
Specialist Visit	\$0 copay; deductible
Preventative Care	No charge
Diagnostic test (x-ray, blood work)	\$0 copay; deductible
Imaging: CT, MRI, Pet Scans	\$0 copay; deductible
Outpatient	\$0 copay; deductible
Emergency Care	\$0 copay; deductible
Emergency Medical Transportation	Deductible
Urgent Care	\$0 copay; deductible
Inpatient admission	\$0 copay; deductible
Mental Health / Behavioral / Substance Abuse	\$0 copay; deductible
Childbirth delivery facility services	\$0 copay; deductible
Home health care	\$0 copay; deductible
Rehab services	\$0 copay; deductible up to 60 visits per year
Skilled Nursing	\$0 copay; deductible
Durable medical equipment	\$0 copay; deductible
Hospice services	\$0 copay; deductible
Children's eye exam	No charge
Children's dental check-up	\$10 copay
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$0 copay

Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
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Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay
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Tufts Navigator Benchmark

Deductible (doesn't apply to preventative care)	Indiv: \$300 / plan year; Family: \$900 / plan year
Out-of-pocket max	Indiv: \$2,000 / plan year for medical; \$2,000 for pharmacy; Family: \$4,000 / plan year for medical; \$4,000 for pharmacy
Primary Care visit to treat injury or illness	\$20 copay, \$60 if other network provider
Specialist Visit	\$60 copay
Preventative Care	\$0 copay
Diagnostic test (x-ray, blood work)	Deductible
Imaging: CT, MRI, Pet Scans	\$100 copay then deductible
Outpatient	\$250 copay then deductible
Emergency Care	\$100 copay then deductible
Emergency Medical Transportation	Deductible
Urgent Care	\$20 copay
Inpatient admission	\$500 (Tier 1) copay then deductible; \$1,500 (Tier 2) then deductible
Mental Health / Behavioral / Substance Abuse	\$20 copay
Mental / Behavioral health inpatient	\$500 copay / admission
Pre-natal / post-natal	No charge for routine outpatient visits
Childbirth delivery facility services	\$500 copay then deductible
Home health care	Deductible
Rehab services	\$20 copay; up to 30 visits per calendar year
Rehab hospital care	Deductible
Skilled Nursing	Deductible
Durable medical equipment	Deductible
Hospice services	Deductible
Children's eye exam	\$0
Children's dental check-up	\$10 copay
Eye Exam	\$20 copay / 1 visit / 12 months
Maternity Care visits	\$20 copay prenatal first visit only; \$20 copay postnatal
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

Tufts High Deductible

Deductible (doesn't apply to preventative care)	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year
Out-of-pocket max	\$5,000 / person / plan year; \$10,000 / family / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$0 copay; deductible
Specialist Visit	\$0 copay; deductible
Preventative Care	\$0 copay; deductible
Diagnostic test (x-ray, blood work)	\$0 copay; deductible
Imaging: CT, MRI, Pet Scans	\$0 copay; deductible
Outpatient	\$0 copay; deductible
Emergency Care	\$0 copay; deductible
Emergency Medical Transportation	\$0 copay; deductible

Urgent Care	\$0 copay; deductible
Inpatient admission	\$0 copay; deductible
Mental Health / Behavioral / Substance Abuse	\$0 copay; deductible
Childbirth delivery facility services	\$0 copay; deductible
Home health care	\$0 copay; deductible
Rehab services	\$0 copay; deductible up to 30 visits per calendar year
Skilled Nursing	\$0 copay; deductible
Durable medical equipment	\$0 copay; deductible
Hospice services	\$0 copay; deductible
Children's eye exam	\$0 copay; deductible
Children's dental check-up	Covered through Delta Dental
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$0 copay ; deductible
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

Harvard Pilgrim Health Care Benchmark

Deductible (doesn't apply to preventative care)	Indiv: \$300 / plan year; Family: \$900 / plan year
Out-of-pocket max	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$20 copay; no deductible
Specialist Visit	\$30 copay (Tier 1); \$60 copay (Tier 2); \$90 copay (Tier 3) – deductible does not apply.
Preventative Care	\$0 copay; no deductible.
Diagnostic test (x-ray, blood work)	Deductible
Imaging: CT, MRI, Pet Scans	\$100 copay then deductible
Outpatient	\$250 copay then deductible
Emergency Care	\$100 copay then deductible
Emergency Medical Transportation	Deductible
Urgent Care	\$20 copay
Inpatient admission	\$250 (Tier 1) copay then deductible; \$500 (Tier 2) copay then deductible; \$1,500 (Tier 3) copay then deductible
Mental Health / Behavioral / Substance Abuse	\$20 copay
Pre-natal / post-natal	No charge for routine outpatient visits
Home health care	Deductible
Rehab services	\$20 copay; up to 30 visits per calendar year; no deductible
Rehab hospital care	Deductible
Skilled Nursing	20% coinsurance
Durable medical equipment	Deductible
Hospice services	Deductible
Children's eye exam	\$0; no deductible
Children's dental check-up	\$20 copay; no deductible
Eye Exam	\$20 copay / 1 visit / 12 months
Maternity Care visits	\$20 copay prenatal first visit only; \$20 copay postnatal
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay

Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay
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Harvard Pilgrim Health Care High Deductible

Deductible (doesn't apply to preventative care)	Indiv: \$2,000 / plan year; Family: \$4,000 / plan year
Out-of-pocket max	\$5,000 / person / plan year; \$10,000 / family / plan year (medical and pharmacy combined)
Primary Care visit to treat injury or illness	\$0 copay; deductible
Specialist Visit	\$0 copay; deductible
Preventative Care	\$0 copay; deductible
Diagnostic test (x-ray, blood work)	\$0 copay; deductible
Imaging: CT, MRI, Pet Scans	\$0 copay; deductible
Outpatient	\$0 copay; deductible
Emergency Care	\$0 copay; deductible
Emergency Medical Transportation	\$0 copay; deductible
Urgent Care	\$0 copay; deductible
Inpatient admission	\$0 copay; deductible
Mental Health / Behavioral / Substance Abuse	\$0 copay; deductible
Childbirth delivery facility services	\$0 copay; deductible
Home health care	\$0 copay; deductible
Rehab services	\$0 copay; deductible up to 30 visits per calendar year
Skilled Nursing	\$0 copay; deductible
Durable medical equipment	\$0 copay; deductible
Hospice services	\$0 copay; deductible
Children's eye exam	\$0 copay; deductible
Children's dental check-up	Covered through Delta Dental
Routine Eye Vision	\$0 copay / 1 visit / 12 months
Maternity Care visits	\$0 copay ; deductible
Rx (up to 30 day supply)	Tier 1: \$10 copay Tier 2: \$30 copay Tier 3: \$65 copay
Rx Mail Order (90 day)	Tier 1: \$25 copay Tier 2: \$75 copay Tier 3: \$165 copay

5. Discuss War Memorial Scholarship Fund

It is once again the time of year when the Board determines the dollar amounts of the scholarships to Wellesley students from the War Memorial Scholarship fund. Attached to your agenda packet is a status update from Treasurer Marc Waldman on the balance in the fund from which you may draw. While the balance of the fund has grown, the interest rate has not and thus the amount available is insubstantial. The earnings from BAA marathon entries in recent years has helped but not substantially. Last year the Board decided to award a total of \$7,000 for scholarships which did impact principal.

It would be my recommendation that should the board wish to award scholarships above the \$3,450 noted by Mr. Waldman this year, that we do so by using these funds supplemented by that on hand from monies received directly from the marathon. I would also suggest that we give some thought at a later point this year to how this trust fund is managed so that it could grow to a point where the scholarship awards can be increased.

MOVE that the Board authorize the sum of _____ from Fund 82 and Fund 29 to be applied to ____ 2018 War Memorial Scholarships.

TOWN OF WELLESLEY

MARC V. WALDMAN
Treasurer & Collector



Tel (781) 431-1019 Ext. 2266
Fax (781) 237-5037

OFFICE OF THE TREASURER/COLLECTOR
525 Washington Street
Wellesley, MA 02482

To: Board of Selectmen
From: Marc V. Waldman, Treasurer/Collector
Date: 4/2/2018
Re: War Memorial Scholarship Fund

Utilizing the method approved in FY96 and used since for determining the annual scholarship amount, the three year average market value of the Fund is as follows:

• 12/31/15	\$214,467
• 12/31/16	\$207,902
• 12/31/17	<u>\$267,794</u>
Average	\$230,054

The estimated annual rate of return on this fund is projected at less than 1.5%. Therefore, the amount available for scholarships is **\$3,450**. The earnings on this fund are no longer adequate to support any substantial gifts. Until interest rates rise, future gifts will remain in this range so as not to threaten the principle of the fund. If there are any questions, call 431-1019 x2260.

6. Preparation for Annual Town Meeting

We have no specific items for this agenda item, however we've included it on the agenda in case the Board has any matters it would like to discuss.

7. **New Business/Correspondence**