

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

Wellesley Town Hall – Juliani Room

7:00 P.M. Monday, May 21, 2018

1. 7:00 Citizen Speak
2. 7:05 Authorize Issuance of Bonds/Notes for Debt
3. 7:20 Approve Change in Ownership – Cook's Window
4. 7:30 Review and Discuss Waterstone of Wellesley Compliance Report
5. 8:00 Discuss Process to Review Tailby & Railroad Lot Proposals
6. 8:30 Execute Notices & Orders of Taking – Various Properties
7. 8:40 Executive Director's Update
 - Accept gift – COA
 - Accept gift – Recreation Commission
8. 8:50 New Business and Correspondence
9. 8:55 Executive Session
 - Executive Session under G.L. c. 30A, §21(A), exemption #7 to comply with Open Meeting Law, G.L. c. 30A, §§ 18-25.

Next Meeting Dates: Tuesday, June 5, 2018 7:00 pm
Wednesday, June 6, 2018 7:00 pm

5/17/2018

Black regular agenda items

Board of Selectmen Calendar – FY18

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
5/22 <i>Tuesday</i>		Fiske Award Presentation – H.S. Awards Ceremony; 6:45pm Great Plain Avenue Neighborhood Meeting – 7pm Kingsbury Room P.D.
5/28 <i>Monday</i>	TOWN HALL CLOSED (Memorial Day)	
5/29 <i>Tuesday</i>	No Meeting	
5/30 <i>Wednesday</i>		Memorial Day Events
5/31 <i>Thursday</i>		ZBA Meeting; 135 Great Plain Avenue
6/4 <i>Monday</i>	Meeting Wellesley Office Park	
6/5 <i>Tuesday</i>	STM #2 National Grid Grant of Location - Fells Road Approve MWRA Bond	
6/6 <i>Wednesday</i>	STM #2	
6/8 <i>Friday</i>	Retreat – DPW training room	
6/11 <i>Monday</i>	Meeting Alcohol regulations BOS Appointments Wellesley Country Club – Sudbury Aqueduct	
6/12 <i>Tuesday</i>		HPP Community Forum – High School
6/18 <i>Monday</i>	Meeting Quarterly Traffic Committee Update Discuss Complete Streets Policy Police Quarterly Update Year End Transfers - Or 6/25 BOS Appointments	
6/25 <i>Monday</i>	Meeting	
7/2 <i>Monday</i>	No Meeting	
7/4 <i>Wednesday</i>	TOWN HALL CLOSED (INDEPENDENCE DAY)	
7/10 <i>Tuesday</i>	Meeting Reviews: Executive Director, Fire Chief, Police Chief	
7/17	No Meeting	

5/17/2018

Black regular agenda items

Date	Selectmen Meeting Items	Other Meeting Items
<i>Tuesday</i>		
7/24 <i>Tuesday</i>	Meeting	
7/31 <i>Tuesday</i>	No Meeting	
8/7 <i>Tuesday</i>	Meeting	
8/14 <i>Tuesday</i>	Meeting	
8/21 <i>Tuesday</i>	Meeting	
8/28 <i>Tuesday</i>	No Meeting	
9/3 <i>Monday</i>	TOWN HALL CLOSED (LABOR DAY)	
9/4 <i>Tuesday</i>	Meeting	
9/10 <i>Monday</i>	No Meeting	
9/17 <i>Monday</i>	Meeting Diversity Program w/WOW? HPP	
9/24 <i>Monday</i>	Meeting	
10/1 <i>Monday</i>	No Meeting - Wellesley Club	
10/2 <i>Tuesday</i>	STM	
10/3 <i>Wednesday</i>	STM	
10/8 <i>Monday</i>	TOWN HALL CLOSED (COLUMBUS DAY)	
10/9 <i>Tuesday</i>	Meeting	
10/15 <i>Monday</i>	Meeting	

Notes

Quarterly updates

- *Traffic Committee (Deputy Chief Pilecki)*
- *Facilities Maintenance (Joe McDonough)*
- *Wellesley Club Dates 10/1/18, 11/5/18, 1/7/19, 3/4/19*

MOTIONS

2. **MOVE** that the sale of the \$13,330,000 General Obligation Municipal Purpose Loan of 2018 Bonds of the Town dated June 1, 2018 (the “Bonds”) to Morgan Stanley & Co., LLC at the price of \$14,623,273.63 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2019	\$1,655,000	5.00%	2029	\$530,000	4.00%
2020	1,045,000	5.00	2030	530,000	3.00
2021	1,040,000	5.00	2031	530,000	3.00
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2026	845,000	5.00	2036	160,000	3.25
2027	845,000	5.00	2037	160,000	3.25
2028	840,000	5.00	2038	160,000	3.25

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 10, 2018, and a final Official Statement dated May 17, 2018 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to

review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds.

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

3. **MOVE** that the Board approve the change of ownership for Cook’s Window from Juan D. Morales to Demetri Klimov, Premium Pizza, Inc effective May 22, 2018.

4. **MOVE** to approve the Waterstone at Wellesley Affordable Housing Compliance Report as submitted and to set the proposed rental rates for 2018 at

	<u>2018 Rate</u>
Assisted Living Units (7 units)	\$4056.25
Independent Units (2, 2-bedroom)	\$1825.00
Independent Units (20, 1-bedroom)	\$1622.50

7. **MOVE** that the Board accept the following donations to the Council on Aging:

- \$735.15 for the March senior lunch program with the Wellesley Bakery
- \$1029.00 for the April senior lunch program with Express Gourmet
- \$1500.00 for the May Roaring 20’s event at the Wellesley College Club
- \$2,000.00 from the Wellesley Hills Junior Women’s Club to the Recreation Commission for the 2018 summer camp scholarship fund

9. **MOVE** that the Board vote to enter into Executive Session under M.G.L. c 30A, §21 exception #7 to review minutes of previous executive session. Furthermore, that Blythe Robinson and Meghan Jop be invited to participate in the meeting.

MOVE that the Board vote to approve 2018 executive session minutes for the dates of January 23rd (three sets), February, 6 and 12th, March 27th and April 3rd. Further, that the Board approve the release of all sets of minutes from 2017 and 2018 marked as YES in green on the executive session log as these matters are all now closed.

MOVE that the Board vote to close the executive session and enter into open session for the purpose of adjourning the meeting.

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This meeting is on Monday at its regularly scheduled time of 7:00 PM in the Juliani Room at Town Hall.

1. Citizen Speak

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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

MEMORANDUM

DATE: May 18, 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.

- Enrollment for health insurance for all employees wraps up this week so that we can turn to the implementation phase. The process has gone exceedingly well both from the standpoint of process and the financial impact to the Town. As of this report HR and the Treasurer's Office have enrolled all town-side employees and are following up with the remaining school employees. The financial benefit is that we budgeted very conservatively as to how many employees would choose the high deductible health plan – only 25 when as of 9 AM this morning it was 231. When the dust has settled we'll give you an overview of what this means. It's been a lot of work but it regardless it has gone very smoothly and Scott, Marc and their staffs all deserve a round of applause for a job well done.
- We have reserved the Middle School auditorium for Tuesday and Wednesday October 2nd and 3rd for the Special Town Meeting on Hardy/Upham. At this point there are still dates available the following two weeks, in case things need to change.
- Town Counsel held the closing on the Route 9 parcels at 818-822 Worcester Street this week. We have added all three parcels to the Town's general liability policy, and have made arrangements to leave the utilities on to 818-822 at present. We expect the expenses to be minimal, and are charging them to the Executive Director's budget as we have no other funding source available. We'll make arrangements for DPW to provide

minimal mowing to keep them looking acceptable and as we get into fall will need to decide how to handle them through the colder months.

- Jack, Meghan and I participated in a meeting with John Hancock on Thursday so they could provide us with an overview of their plans for the Wellesley Office Park. Having acquired it five years ago, they are now ready to move forward with plans to update the 26-acre parcel to a mixed use development. It was a very positive meeting at which we were joined by Catherine Johnson, Michael Zehner, Peter Tam (counsel for John Hancock) and representatives of The Hanover Company and the design firm they are using Cube3. They would like to move quickly to propose a “friendly” 40B building on the campus of up to 350 units, followed by a master plan for the balance under Chapter 40R of the State laws, that would require a Town Meeting vote. That master plan calls for a total of about 650 units, renovated or replacement office buildings that will result in the same 650,000 square feet of office space and three parking garages. We have suggested to them that they send us initial correspondence so this can be discussed by the Planning Board at their meeting on May 30th, and that the BOS hold a meeting on June 4th to do the same. While we had planned to cancel this meeting, we believe it would be very valuable to have it for this purpose so please add that to your calendar.
- FMD received 11 proposals from firms interested in providing the OPM services to the Hunnewell School project. The SBC started the review process after their meeting this week. Proposals from architects are due next week.
- The Town Clerk has submitted all of our general bylaw amendments from Town Meeting to the Attorney General’s Office. They have indicated that with the 90 days they have for review (by law), we may hear back as late as mid-August.
- In your packet you will find a spreadsheet showing the totals for all of the fundraising done by the runners for the charities the board approved for this year’s Boston Marathon. The total raised is \$122,102.63. As a comparison, \$154,937.23 was raised last year.
- Also included in your packet are several responses to our request for volunteers for various committees. For those persons who listed a specific committee we have passed that along to the relevant board. For those listing a number of Committees we would ask you to peruse them and let us know if you would like us to follow up for a particular board or committee.
- On Wednesday we had a meeting open to all Town Hall staff to review the construction plan for the exterior work at Town Hall that will begin next month. Likely the biggest impact to everyone is going to be parking, as the handicap spaces will relocate to the center of the west entrance parking lot, and we will also lose six other spaces at the top of the driveway and the driveway heading out to the post office. There will be staging erected on the front (south) and east side of the building in the first phase, and a fenced construction staging area in the back of the building. We will monitor the parking situation as it relates to our customers, and determine if we need to have all employees park elsewhere during this period.
- Included in your packet is an update on our joint case with Needham and Hamilton over each town’s water management act permit litigation. As you will see, Attorney Miyares is satisfied with how things are progressing.

- We continue to be short-staffed in the Finance Department. We had pursued the hiring of a Budget Analyst as Jill expressed interest in being promoted into a more junior position vacated by Rachel. That has not panned out as Jill has decided to return to part-time work, and the candidates were not what we hoped. We will now be advertising for an Assistant Finance Director and would hope to get that done over the summer. Given that July is our busiest season in that office, Sheryl is making arrangements for temporary accounting assistance. We are also mindful of the fact that the corresponding position at the schools is also vacant and pays a bit more so our search may be complicated.
- We have received a PSI (Project of Significant Impact) application for an addition to the Science Center at Wellesley College (PSI-18-01), which involves the construction of 99,200 square feet of new lab space, classrooms, faculty offices, and greenhouse, with demolition of portions of the existing building in conjunction so that there would be a net reduction of 600 square feet in floor area (99,800 sq. ft. existing). The Planning Board plans to open the public hearing for this in mid-July, so the internal staff process to review the plans and provide comments has begun.

2. Authorize Issuance of Bonds/Notes for Debt

On Thursday, May 17th we conducted our annual bond sale. We received 10 bids, the low bid providing an overall interest rate of 2.16%. Marc Waldman will be present at the meeting on Monday to review the results of the sale with you that are outlined on the enclosed memo, along with KC Kato for who will notarize the Board's signatures.

MOVE that the sale of the \$13,330,000 General Obligation Municipal Purpose Loan of 2018 Bonds of the Town dated June 1, 2018 (the "Bonds") to Morgan Stanley & Co., LLC at the price of \$14,623,273.63 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

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Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 10, 2018, and a final Official Statement dated May 17, 2018 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds.

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

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

May 18, 2018

To: Board of Selectmen

From: Marc V. Waldman, Treasurer/Collector

Subject: Approval of June 1, 2018 Bonds

On May 17th, the Town received ten bids on a \$14,519,230 General Obligation Bond sale dated June 1, 2018 and maturing June 1, 2038. The winning bid, submitted by Morgan Stanley and Company, LLC, had a total interest cost of 2.619404%. The bids ranged from Morgan Stanley's to a high bid of 2.755740. Prior to the sale, Moody's Investors Service, a municipal credit rating agency, affirmed the Town's "Aaa" long-term debt rating, the highest rating attainable. The agency cited the Town's wealthy and diverse tax base, conservative fiscal management aided by formalized policies and aggressive funding of its OPEB liability as positive credit factors.

The issue is being resized to \$13,330,000 with the application of the net premium (net of the issuance cost) of \$1,189,230 that Morgan Stanley has included in the bid. Attached is the breakdown of the projects that are being borrowed. It is requested that the Board of Selectmen approve the following motion at the May 21, 2018 meeting:

Moved: that the sale of the \$13,330,000 General Obligation Municipal Purpose Loan of 2018 Bonds of the Town dated June 1, 2018 (the "Bonds") to Morgan Stanley & Co., LLC at the price of \$14,623,273.63 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

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Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 10, 2018, and a final Official Statement dated May 17, 2018 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds.

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

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in accordance with the Town’s bylaws, at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Sources and Uses of Funds
Town of Wellesley, MA
General Obligation Municipal Purpose Loan of 2018 Bonds
Dated Date 6/1/2018
Delivery Date 6/1/2018

Sources:	Police/Fire HVAC (I)	School Security Design (I)	Rt 9/Kingsbury Intersection (I)	Police Station Construction (I)	Town Hall Construction I (I)	Reconstruct Cliff Road (I)	Worcester St. - 3 land parcels (I)	WHS Fieldhouse (I)	Middle School Steam Design (I)	Town Hall Construction II (I)	Tolles Parsons Senior Center Construction (IE)	Water (O)	Total
Bond Proceeds:													
Par Amount	18,000.00	24,000.00	501,000.00	221,500.00	820,000.00	1,772,000.00	3,241,000.00	163,000.00	363,500.00	4,742,500.00	576,500.00	887,000.00	13,330,000.00
Net Premium/OID	595.44	793.92	69,546.58	13,593.07	83,335.05	245,085.46	239,892.43	13,904.94	31,729.43	479,654.30	19,070.62	122,132.91	1,319,334.15
	18,595.44	24,793.92	570,546.58	235,093.07	903,335.05	2,017,085.46	3,480,892.43	176,904.94	395,229.43	5,222,154.30	595,570.62	1,009,132.91	14,649,334.15

Uses:	Police/Fire HVAC (I)	School Security Design (I)	Rt 9/Kingsbury Intersection (I)	Police Station Construction (I)	Town Hall Construction I (I)	Reconstruct Cliff Road (I)	Worcester St. - 3 land parcels (I)	WHS Fieldhouse (I)	Middle School Steam Design (I)	Town Hall Construction II (I)	Tolles Parsons Senior Center Construction (IE)	Water (O)	Total
Project Fund Deposits:													
Project Fund	18,280.00	24,000.00	565,015.00	233,000.00	895,505.00	2,000,000.00	3,450,000.00	175,000.00	391,575.00	5,177,239.00	589,616.00	1,000,000.00	14,519,230.00
Delivery Date Expenses:													
Cost of Issuance	133.47	177.96	3,714.59	1,642.29	6,079.78	13,138.26	24,029.96	1,208.54	2,695.12	35,162.64	4,274.37	6,576.52	98,833.50
Underwriter's Discount	35.19	46.92	979.47	433.04	1,603.12	3,464.31	6,336.24	318.67	710.65	9,271.72	1,127.07	1,734.12	26,060.52
	168.66	224.88	4,694.06	2,075.33	7,682.90	16,602.57	30,366.20	1,527.21	3,405.77	44,434.36	5,401.44	8,310.64	124,894.02
Other Uses of Funds:													
Additional Proceeds	146.78	569.04	837.52	17.74	147.15	482.89	526.23	377.73	248.66	480.94	553.18	822.27	5,210.13
	18,595.44	24,793.92	570,546.58	235,093.07	903,335.05	2,017,085.46	3,480,892.43	176,904.94	395,229.43	5,222,154.30	595,570.62	1,009,132.91	14,649,334.15

Excess Premium to be applied to project costs	280.00	0.00	64,015.00	11,500.00	75,505.00	228,000.00	209,000.00	12,000.00	28,075.00	434,739.00	13,116.00	113,000.00	1,189,230.00
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VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Wellesley, Massachusetts (the “Town”), certify that at a meeting of the board held May 21, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$13,330,000 General Obligation Municipal Purpose Loan of 2018 Bonds of the Town dated June 1, 2018 (the “Bonds”) to Morgan Stanley & Co., LLC at the price of \$14,623,273.63 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

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Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds.

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

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in accordance with the Town's bylaws, at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: May 21, 2018

Clerk of the Board of Selectmen

AM 68862094.1

3. Approve Change in Ownership – Cook’s Window

Cook’s Window located at 19 Washington Street has been sold to Demetri Klimov of Premium Pizza, Inc. Mr. Klimov’s plan is to maintain the existing restaurant and staff. He will work to modify the menu over time. There will be no changes to hours or trash pickup from the current restaurant operations. Mr. Klimov has had discussions with the Board of Health and had preliminary inspections. The business intends to transition owners and not shut down for any period of time.

MOVE that the Board approve the change of ownership for Cook’s Window from Juan D. Morales to Demetri Klimov, Premium Pizza, Inc effective May 22, 2018.

DK MASSACHUSETTS@gmail.com

TOWN OF WELLESLEY



MASSACHUSETTS

COMMON VICTUALLER LICENSE APPLICATION

Date Applied: 05.01.18	Date Approved:	Date Issued:
------------------------	----------------	--------------

Office Use Only	Fees Paid:	Tax Cert:	Resumes:	T&P Info:	Plan:	Interview:
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The undersigned hereby applies for a Common Victualler License in accordance with the provisions of Massachusetts General Law 140, Section 2.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: Dmitri Klimov Date: 05.01.18

D.O.B: 8.8.80 S.S.N. [REDACTED] Dr. Lic #: [REDACTED] Fed. ID #: [REDACTED]

Business Address: 19 WASHINGTON ST Wellesley 02481

Home Address: 139 GOULDING ST Holliston MA 01746

Business Telephone: 781-237-1331 Home Telephone: 781-504-4111

Name & Location of Establishment: Premium Pizza, Inc. aka COOKS WINDOW PIZZA, 19 Washington St Wellesley

Applying for: Common Victualler License only [checked] Common Victualler & Liquor License

Common Victualler & Wine & Malt

Enclose Copy of Floor Plan

Size of Floor Space (square feet.): 1000 Number of Seats: 18 Number of Employees: 6

CHECK ONE (If you are unsure ask the Building Department)

No Change of Use: [checked] Partial Change of Use: Full Change of Use: New Use:

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

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

Reviewing Department	Signature of Approving Authority	Date of Plan Review/Approval
Building Department:		
Health Department:		
Fire Department:		
Design Review:		

COMMON VICTUALLER LICENSE APPLICATION (continued)

What will be the hours of operation? REMAIN SAME. SUN-THUR 10³⁰-9, FR-SAT 10³⁰-10

Time(s) of Peak Customer Activity 11 AM - 1 pm

Est. Number of Customers at Peak Time(s): 60 Est. Number of Employees at Peak Time(s): 6

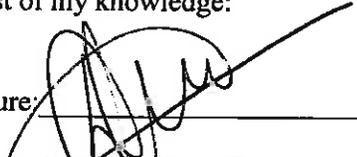
What provisions have been made for trash removal? REMAIN SAME AS ARRANGED BY PREVIOUS OWNER, PICKED UP ON WEEKLY BASIS

How much parking is needed? NONE EXTRA PARKING NEEDED, FEW SPOTS PROVIDED BY LANDLORD IN THE BACK OF BUILDING.

How will parking be provided? _____

What are delivery times? 8 AM

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

Signature: 

Printed Name: Dmitri Klimov

Date: 05.01.18

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

FOR OFFICE USE ONLY

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

Approving Department	Yes	No	If "No," Reason Why	Date of Final Approval
Building Department:				
Health Department:				
Fire Department:				
Design Review:				

4. Review and Discuss Waterstone of Wellesley Compliance Report

On an annual basis, the Board must review and approve an affordable housing compliance report for the Waterstone at Wellesley development. The purpose of the report is to document that the rents being charged for the 22 independent living affordable units and 7 assisted living units in this development are no more than allowed by Federal Housing and Urban Development (HUD) guidelines. In your packets is a memo along with the two regulatory agreements, compliance report, and proposed rents. I have highlighted the applicable portions of the regulatory agreements relative to rents for your review. Over the past several years the Boston Area Median Income (AMI) has increased significantly. Last year there was a 7% increase, which after approval, raised questions from many of the affordable residents at Waterstone. The increases proposed on a yearly basis have continually been in compliance with DHCD rent prices. This year we have sent notice to the affordable unit residents and asked for comments. I have included several emails received in your packet. The regulatory agreement requires both DHCD and Municipal approval to increase the rents. Beth Anderson from Epoch Senior Living will be present to represent Waterstone's request.

Move to approve the Waterstone at Wellesley Affordable Housing Compliance Report as submitted and to set the proposed rental rates for 2018 at

	<u>2018 Rate</u>
Assisted Living Units (7 units)	\$4056.25
Independent Units (2, 2-bedroom)	\$1825.00
Independent Units (20, 1-bedroom)	\$1622.50



BOARD OF SELECTMEN

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

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 ELLEN F. GIBBS, VICE CHAIRMAN
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WWW.WELLESLEYMA.GOV
 BLYTHE ROBINSON
 EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

Date: May 17, 2018
 To: Board of Selectmen
 From: Meghan Jop
 RE: **Waterstone Rent Increase**

Waterstone's Regulatory Agreements with the Department of Housing and Community Development (DHCD) and the Town (attachment 1) require the project sponsor (Waterstone) to submit to the Town for approval a proposed schedule of maximum monthly rents on an annual basis for the affordable housing units as well as a compliance report (attachment 2). Attached herein are the proposed rents for 2018-2019 based on the HUD Adjusted Median Income (AMI). The AMI has risen substantially over the past 5 years and overall has increased the rents by close to 25% in the same period. The rent increases are not limited to Wellesley, but impact the entire Boston Metropolitan Statistical Area.

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

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

The rents are further defined that the one bedroom independent units shall be calculated using the applicable two person AMI and the two bedroom independent units shall be calculated using the applicable three person AMI. The applicable rents over time have been highlighted in yellow. Waterstone was approved in 2012. The AMI for 2018 is highlighted in orange.

FAMILY SIZE								
Year	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
2012	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800
2013	\$47,150	\$53,900	\$60,650	\$67,350	\$72,750	\$78,150	\$83,550	\$88,950
2014	47,450	54,200	61,000	67,750	73,200	78,600	84,050	89,450
2015	48,800	55,800	62,750	69,700	75,300	80,900	86,450	92,050
2016	51,150	58,450	65,750	73,050	78,900	84,750	90,600	96,450
2017	54,750	62,550	70,350	78,150	84,450	90,700	96,950	103,200
2018	\$56,800	\$64,900	\$73,000	\$81,100	\$87,600	\$94,100	\$100,600	\$107,100

Proposed Rents

	<u>2017-2018 *</u>	<u>2018-2019*</u>	<u>Increase</u>
**Assisted Living Units (8 units)	\$3909.38	\$4056.25	3.76% (\$146.87)
Independent Units (2, 2-bedroom)	\$1758.75	\$1825.00	3.77% (\$66.25)
Independent Units (20, 1-bedroom)	\$1563.75	\$1622.50	3.76% (\$58.75)

**The Assisted Living Unit rents include 3 meals per day, weekly housekeeping, limited transportation, 60 minutes of daily personal care assistance, weekly linen service, and access to common areas.

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

Following last year's rent increase of 7% the Selectmen's Office received a number of calls from residents at Waterstone regarding the approved rent increase. This year, the Town has notified all residents within the affordable units at Waterstone on the meeting and proposed rent increases.

DHCD has indicated they will defer to the Town on the rent increases, but agreed the increases over the past two year have been steep due to the jump in the Boston AMLI last year and this current year.

Historical Rent Increases

	2012 Original	2013	2014	2015	2016	2017	2018 Proposed
Independent 1 - bedroom	\$ 1,300.00	\$ 1,300.00	\$ 1,355.00	\$ 1,395.00	\$ 1,460.25	\$ 1,563.75	\$ 1,622.50
Independent 2 - bedroom	\$ 1,462.50	\$ 1,462.50	\$ 1,525.00	\$ 1,568.75	\$ 1,643.75	\$ 1,758.75	\$ 1,825.00
Assisted	\$ 3,250.00	\$ 3,250.00	\$ 3,387.50	\$ 3,487.50	\$ 3,653.12	\$ 3,909.38	\$ 4,056.25

Representatives from Waterstone and Epoch Senior Living will be attending the meeting on May 21st to discuss the rent increases.

LOCAL INITIATIVE PROGRAM

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

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

27 Washington St. Wellesley

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

WITNESSETH:

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

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

WHEREAS, pursuant to the Town of Wellesley Zoning Bylaw a total of 29 units in the Combined Project will be subject to the Municipality's affordability restrictions;

WHEREAS, the 52 assisted living units in the Assisted Living Residence are subject to a separate affordable housing agreement with the Municipality to create 7 units consistent with the Municipality's inclusionary zoning requirements and are not a part of or subject to this Agreement;

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

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

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

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

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

than 2 two bedroom Low and Moderate Income Units and 1 one bedroom plus den Low and Moderate Income Unit

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

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

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

2. Affordability.

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

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

Annually as part of the annual report required under subsection 2(e) below, the Project Sponsor shall submit to the Municipality and DHCD a proposed schedule of Maximum Monthly Rents for all Low and Moderate Income Units in the Project. (Note: charges for heating & cooling, hot water, gas and electric shall be included in the Monthly Rents.) Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific

request by Project Sponsor for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all affected tenants.

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

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

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

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

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

3. Subsidized Housing Inventory. The Project (i.e., 82 units) will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2) The Low and Moderate Income will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory. Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project

Sponsor are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Low and Moderate Income Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. Because the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Project Sponsor must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321). All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain Marketing Documentation (as such term is hereinafter defined) with respect to the initial marketing of the Low and Moderate Income Units, for five years following the first rental of the last available Low and Moderate Income Unit, and thereafter, with respect to each subsequent marketing of the Low and Moderate Income Units, for five years following such marketing, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be

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

- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the mortgage and any loan documents relating to the Project, and other permitted encumbrances acceptable to the lender providing financing to the Project).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

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

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

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

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

receive income, losses, or a return on equity contributions made to such company or corporation.

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

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

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

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

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

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

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

Municipality: Town of Wellesley

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

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

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

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual, provided however, that this Agreement shall terminate if the Project is acquired by foreclosure or by instrument in lieu of foreclosure of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company,

insurance company or other institutional lender, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, except that this Agreement shall not terminate if such acquisition is part of an arrangement with the Project Sponsor or a related person or entity, a purpose of which is to terminate this Agreement and the restrictions set forth herein.

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

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

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

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this section 15, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

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

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

EXHIBIT A

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

Property Description

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

S 77° 17' 32" W for a distance of 2.50 feet to a point as shown on the Plan; thence

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

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

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

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

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

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

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

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

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

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

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

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

N 51° 04' 27" E for a distance of 133.50 to a point as shown on the GL Plan; thence

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

Initial Maximum Monthly Rents for Low and Moderate Income Units

	Rent
One Bedroom	\$1,300.00
Two Bedroom	\$1,462.50

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 15~~th~~ day of March, 2012 by and among the Town of Wellesley ("the Municipality"), and Wellesley Washington Street Housing LLC, a Delaware limited liability company, having an address c/o National Development, 2310 Washington Street, Newton Lower Falls, MA 02462 and its successors and assigns ("Project Sponsor").

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of

the parties hereto hereby acknowledges to the other, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

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

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

Assisted Units will have the following areas:

One bedroom Units - 525 square feet

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

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

(b) The monthly rent inclusive of services stated herein, charged to tenants of the Assisted Units shall not exceed an amount equal to seventy-five percent (75%) of the monthly adjusted income of a Family Household whose gross income equals eighty percent (80%) of the median income for the Area as provided by HUD, adjusted for household size; rent for the 1 bedroom unit shall utilize the applicable two person income limit (the "Maximum Monthly Rent"). The Maximum Monthly Rent that may be charged for an Assisted Unit under this clause includes three meals per day, weekly housekeeping, activities, limited transportation, 60 minutes of daily personal care services, utilities, weekly cleaning of flat linens and use of common areas. The initial Maximum Monthly Rents for the Assisted Units as of the date of this Agreement are set forth in Exhibit C attached hereto. Maximum Monthly Rent shall be adjusted as provided herein.

Annually as part of the annual report required under Subsection 2(c) below, the Project Sponsor shall submit to the Municipality a proposed schedule of Maximum Monthly Rents for all Assisted Units in the Project. Such schedule shall be subject to the review of the Municipality for compliance with the requirements of this Section. Rents for Assisted Units shall not be increased without the Municipality's prior approval of a specific request by Project Sponsor for a rent increase or rents shall be increased automatically upon an increase in Area Median Income as determined by HUD. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all affected tenants.

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

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

3. An Eligible Tenant is subject to a health assessment by the Project Sponsor to ensure that the Project Sponsor can meet the health needs of the Eligible Tenant. If the Project Sponsor determines that such Eligible Tenant does not require the services of the Project Sponsor or requires more services than the Project Sponsor provides, the Eligible Tenant will not be offered an Assisted Unit.
4. Preferences. Assisted Units will be rented to Eligible Tenants in the following manner:
 - (a) Existing residents who have resided at the Combined Project for 12 months or more and who meet the qualifications for affordable housing as established by this Agreement shall have the first priority for an Assisted Unit.
 - (b) Local Preference for Wellesley Affiliated Persons. If less than 50% of the Assisted units are occupied by Wellesley Affiliated Persons (as defined in i through iii below) then a Wellesley Affiliated Person shall be given preference for an affordable unit at Epoch Assisted Living at Waterstone

after those persons listed in paragraph 1 above, however, there shall be no preference within the following definition:

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

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

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

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

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

- (a) The Project Sponsor (i) is a limited liability company duly organized under the laws of the State of Delaware, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any

indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the mortgage and any loan documents relating to the Project, and other permitted encumbrances acceptable to the lender providing financing to the Project).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

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

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

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

9. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of

the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

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

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

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

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

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

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project

Sponsor, its successors and assigns and enure to the benefit of the Municipality and their successors and assigns for the term of the Agreement provided, however, that the Project Sponsor and each successive owner of all or any portion of the Project shall be liable only for the obligations accruing during the period of their respective ownership of the Project. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

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

Attachments: **Exhibit A - Legal Property Description**
 Exhibit B - Assisted Unit Designation
 Exhibit C - Rents for Assisted Units

EXHIBIT A

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

Property Description

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

S 77° 17' 32" W for a distance of 2.50 feet to a point as shown on the Plan; thence

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

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

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

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

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

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

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

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

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

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

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

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

N 51° 04' 27" E for a distance of 133.50 to a point as shown on the GL Plan; thence

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

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

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

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

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

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

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

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

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

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

Exhibit B

**Epoch Assisted Living at Waterstone
Assisted Units**

Apartment Number	Level	Bedrooms	Square Feet
109	Level 1	One Bedroom	525
209	Level 2	One Bedroom	525
214	Level 2	One Bedroom	525
309	Level 3	One Bedroom	525
312	Level 3	One Bedroom	525
409	Level 4	One Bedroom	525
412	Level 4	One Bedroom	525

Number of Assisted Units 7

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

EXHIBIT C

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

Initial Maximum Monthly Rents for Assisted Units

	<u>Rent</u>
One Bedroom	\$3,250

Jop, Meghan

From: Constance Levine <crlev53@aol.com>
Sent: Thursday, May 17, 2018 7:38 AM
To: DL: Board of Selectmen
Subject: 2018 rental rates

Dear Members of the Board,

My name is Constance Levine and I reside at WAtErstone at Wellesley #362 in a one bedroom affordable housing unit. I have happily lived here for five years and am very appreciative to learn of your interest in our rentals. Last year we had an increase of 7.03% which, needless to say, was a financial hardship. We also have no storage available to us although have offered to rent as there are unused spaces available.

Your current projection of rent increase is realistic and acceptable to me.

Thank you for your interest and involvement.

Constance Levine

Sent from my iPad

Jop, Meghan

From: ROSEMARIE COLELLA <rosemariec233@comcast.net>
Sent: Wednesday, May 16, 2018 8:03 PM
To: DL: Board of Selectmen
Subject: monthly rents for affordable housing

Dear Meghan,

Thank you so much for responding to my letter. I wish it could be less, but I am hopefully going to attend the meeting on Monday May 21, 2018. If for some reason I do not attend, please realize that \$58.75 more is not as large as \$100.03 but my monthly income is not rising which makes every year's raise a hardship. Thanks again,

Sincerely,

Rosemarie Colella

781-235-1259

Jop, Meghan

From: Mary Bowers <mpbowers@verizon.net>
Sent: Wednesday, May 16, 2018 8:43 PM
To: DL: Board of Selectmen
Cc: Jop, Meghan
Subject: Waterstone at Wellesley Affordable Units

Dear Board Members:

Thank you for taking into consideration the interest and protection of residents living at Waterstone at Wellesley in Independent Affordable Units. In the past, no one has looked out for us with regard to yearly increase for our units. We have always just received a letter stating new yearly monthly rent.

I have lived here five years and rent has increased every year BUT last year was a hefty 7.3%. It is becoming more and more of a financial hardship.

Our rent does not include transportation or the meal plan which we can understand BUT with empty storage units in the basement some of us cannot understand the logic as to why we can't each claim one!

Any discussion on our behalf, prior to your voting on the current proposed rent increase, is most appreciated and I hope that this review will become a yearly standard practice from the Board and that you will continue to ask for feedback from us.

Just knowing that you are there for us means so much! I have loved living here these past five years.

Best,
Mary Bowers, Unit 357
Waterstone at Wellesley
Independent Affordable Resident
(since May 2013)

Mary Bowers

5. Discuss Process to Review Tailby & Railroad Lot Proposals

Included in your agenda packet is a memo from Meghan outlining a proposed process to evaluate the proposals we will receive on June 1st in response to the Town's RFP to develop the Railroad and Tailby commuter parking lots. She has developed this in conjunction with Michael Zehner.

NO MOTION

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
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

DATE: May 16, 2018
TO: Board of Selectmen
FROM: Meghan Jop
SUBJECT: Tailby and Railroad Lot RFP Next Steps

The Tailby and Railroad Lot RFP responses are due June 1st. As you are aware, there has been considerable interest in the project and the Planning Director and I anticipate a number of responses to the RFP. Once received, the Board must consider how they wish to proceed with the evaluation of the responses. A suggestion is for staff to put together a review team to analyze the Comparative Evaluation Criteria (attached) and recommend to the Board the top three (3) or four (4) respondents for interviews. The Board could of course decide to interview additional respondents.

The RFP indicates that anticipated interview dates are June 25-June 29. The Board will need to consider whether those dates are appropriate. Based on the proposed summer meeting calendar, the Board has a formal meeting on June 25th. Depending on the number of responses, the Board may want to consider holding interviews on a separate date.

The RFP further indicates, following the interviews, that the Board would respond to all respondents by July 16th as to whether a selection has been made, interviews will continue, an additional RFP may be released, or that the Town has determined it will not move forward.

The suggested staff formed review team for your consideration includes the following people and/or areas of expertise, with Town Counsel assistance:

- Executive Director – Blythe Robinson
- Assistant Executive Director – Meghan Jop
- Planning Director – Michael Zehner
- Senior Planner – Victor Panak
- DPW Director – Michael Pakstis
- Town Engineer – Dave Hickey
- NRC Director – Brandon Schmitt
- Building Inspector – Michael Grant

- WHDC Representative
- Merchant Representative – Demian Wendrow (suggested)
- DRB Member
- Planning Board Member
- College Heights Neighborhood Representative
- Linden Street Merchant
- Town Meeting Member
- Residents (2) with Real Estate Development Expertise

Staff has several names in mind for the unnamed positions pending the residents' availability.

Comparative Evaluation Criteria			
Criteria	Rating Scale		
A1 - A4: Advantages to the Town			
A1	Affordable Housing Units that will add to the Town's Subsidized Housing Inventory	Very Advantageous	All proposed housing units are eligible for the Town's SHI
		Advantageous	25% or more of the proposed units are eligible for the Town's SHI
		Non-Advantageous	20% of the proposed units are eligible for the Town's SHI
		Unacceptable	No units qualify for the Town's SHI
A2	Compensation for the land lease.	Very Advantageous	Benefits to Town are significantly above the market rate expectation.
		Advantageous	Benefits to Town are above the market rate expectation.
		Non-Advantageous	Benefits to the Town meet the market rate expectation.
		Unacceptable	Benefits below market rate.
A3	Existing Commercial and Commuter Parking spaces are maintained at the completion of the project.	Very Advantageous	An increase in parking for Commercial and Commuter Parking is created
		Advantageous	Existing parking spaces are maintained.
		Non-Advantageous	Due to the size of construction there is a reduction of parking spaces for Commercial and Commuter Parking
		Unacceptable	Reduction in parking spaces for Commercial and Commuter Parking in excess of 15%.
A4	Construction Management Plan addresses impact on public parking	Very Advantageous	Proposed plan allows for up to 85% of existing parking spaces to remain open during construction through phasing and/or alternative site.
		Advantageous	Proposed plan allows for up to 75% of existing parking spaces to remain open during construction through phasing and/or alternative sites
		Non-Advantageous	Proposed plan allows for up to 50% of existing parking spaces to remain open during construction
		Unacceptable	Proposed Plan closes public parking areas during construction.
A5	Amenities or open space are included in the proposed	Very Advantageous	One or more amenities and/or open space areas provided and accessible for use by the public.

Comparative Evaluation Criteria			
Criteria	Rating Scale		
	Facility or on adjoining land and can be accessible or rented to the public. Internal amenities may include as examples visual and performance art space, public meeting rooms, community space, and youth gathering space	Advantageous	One amenity and/or open space provided and accessible for use by the public.
		Non-Advantageous	Amenities provided, but only accessible by residents
P1 - P7: Permitability			
P1	Lighting - Outdoor Lighting	Very Advantageous	Uses newest technologies to maximize use of dark sky lighting programs, with minimal impact on abutters. Minimize impact during all hours of darkness.
		Advantageous	Reasonable use of dark sky lighting programs and acceptable impact on abutters. Minimize impact during all hours of darkness.
		Non-Advantageous	Some use of dark sky lighting programs and some impact on abutters. Minimize impact after 10PM.
		Unacceptable	Minimal use of dark sky lighting programs and maximum impact on abutters
P2	Neighborhood impact - Potential noise Noise is more troublesome late at night through early in the morning. Noise includes things such as trash	Very Advantageous	Site noise that would impact the neighbors especially during the evening, night and morning hours (including the weekends) is fully mitigated.
		Advantageous	Site noise that would impact the neighbors during the late night or early morning hours (including the weekends) is fully mitigated.
		Non-Advantageous	Site noise to be no greater than current Route 9 site noise.

Comparative Evaluation Criteria			
Criteria	Rating Scale		
	pickup, car doors closing, talking, mechanical systems.	Unacceptable	Significant noise that would impact the neighbors.
P3	Parking - Parking shall be based on best practices and/or proposed zoning to accommodate resident parking, in addition to Commercial and Commuter Parking	Very Advantageous	125% of required parking during peak hours located on property, including visitor and loading parking
		Advantageous	100% of required parking during peak hours located on property, including visitor and loading parking.
		Non-Advantageous	Most required parking during peak hours located on property, with minimal visitor and loading parking
		Unacceptable	Unable to accommodate peak parking on site.
P4	Traffic - Traffic considerations shall be based geometric improvements to adjacent intersections, on the site study, and on meeting requirements resulting from respondent's consideration of the Project of Significant Impact (PSI) Special Permit analyses.	Very Advantageous	Project proposes clear and sufficient mitigation for anticipated traffic impacts on Linden Street, Crest Rd, Washington Street, Central Street and adjoining neighborhood streets, and plans to manage process and fund 100% of the cost.
		Advantageous	Project proposes mitigation for anticipated traffic impacts on Linden Street, Crest Rd, Washington Street, Central Streets and adjoining neighborhood streets and plans to manage process and fund 100% of the cost.
		Non-Advantageous	Project generally states it will mitigate anticipated traffic impacts on Linden Street, Crest Rd, Washington Street, and Central Street and fund 100% of the cost.
		Unacceptable	Project does not include mitigation of expected traffic impact on Linden Street, Crest Rd, Washington Street, and Central Street and neighborhood streets and /or funds less than 100% of the cost.

Comparative Evaluation Criteria			
Criteria	Rating Scale		
P5	Pedestrian Safety and Circulation (including bicycles). Consideration of requirements resulting from the Project of Significant Impact (PSI) Special Permit analyses.	Very Advantageous	Project promotes bicycle and pedestrian access to and on the site. Project effectively designs pedestrian sidewalks on main roadways and internal to the site, in particular through the parking lot and around the building perimeter. Project has a bike rack. Project effectively connects or leads to alternative paths such as the aqueduct trail or Fuller Brook Park
		Advantageous	Project promotes bicycle and pedestrian access to and on the site. Project effectively designs pedestrian sidewalks along main roadways and internal to the site, in particular through the parking lot and around the building perimeter. Project has a bike rack.
		Non-Advantageous	Project provides some bicycle and pedestrian access to and on the site.
		Unacceptable	Project does not support bicycle and pedestrian access to and around the site.
P6	Design elements and integration of facility with surrounding abutters and neighborhood.	Very Advantageous	Facility respects abutters' views, leverages existing natural topography and trees, provides walkways around and through site and will work with the abutters on effective mitigation. Facility has high curb appeal from Linden St., Crest Road, and Washington Street.
		Advantageous	Facility respects abutters' views and will work with abutters on mitigation. Facility uses some of the existing natural topography and trees to mitigate impact, provides walkways around and through site Facility has high curb appeal from Linden Street and Washington Street

Comparative Evaluation Criteria			
Criteria	Rating Scale		
		Non-Advantageous	Is a stand-alone facility with little curb appeal, and with minimal mitigation of impact on neighbors.
		Unacceptable	Doesn't meet PSI requirement
P7	Zoning needs clear	Very Advantageous	No zoning variance, bylaw or map changes required. Variance, bylaw, or map change expectations clear in requested exhibit
		Advantageous	Variance, bylaw, or map change expectations clear in requested exhibit
		Non-Advantageous	Variance, bylaw, or map change expectations clear in separate paragraph in response
		Unacceptable	Variance, bylaw, or map change expectations not clearly stated in either an exhibit or a separate paragraph
Q1 - Q3: Developer Qualifications			
Q1	Experience of Developer	Very Advantageous	Developer has designed and built a significant number of multi-family housing facilities, in close proximity to the MBTA rail line, that were successful and that were similar to the Town's goals and expectations.
		Advantageous	Developer designed and built some multi-family housing facilities that were successful and that were similar to the Town's goals and expectations.
		Non-Advantageous	Developer has designed and built some larger commercial facilities that were successful that had different goals from the Town's.
		Unacceptable	Developer has a minimal number of projects developing similar types of housing facilities.
Q2	Experience of Property Manager	Very Advantageous	Property Manager has a significant number of years operating similar types of facilities that match the Town's goals for this site

Comparative Evaluation Criteria			
Criteria	Rating Scale		
		Advantageous	Property Manager has a reasonable number of years operating similar types of facilities that match those project's goals and quality expectations
		Non-Advantageous	Property Manager has some years operating similar types of facilities that have survived multiple business cycles.
		Unacceptable	Property Manager has a minimal number of years operating similar types of facilities.
Q3	Town Management of Development - The town does not intend to be involved with the development of the project or with managing the relationship between multiple developers of different use facilities. Preference will be given to a single organization that develops the entire site as well as a single organization that manages sub-developer(s).	Very Advantageous	No Town management of project, and one point of contact for developer.
		Advantageous	No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project
		Non-Advantageous	Two or more points of contact for the Town with distinct areas of responsibility for elements of the project for each.
		Unacceptable	Town oversight and management required.
F1 - F3: Project Financials			
F1	Financials – Project equity; construction loan	Very Advantageous	Sources of project equity identified and conservative equity investment plan.
		Advantageous	Sources of project equity identified and sufficient equity investment plan.
		Non-Advantageous	Sources of project equity unknown but demonstrated ability to raise equity on other projects
		Unacceptable	Sources of project equity unknown and little or no prior record of raising comparable amount of equity on other projects

Comparative Evaluation Criteria			
Criteria	Rating Scale		
F2	Financials – Financial feasibility, including construction and operation.	Very Advantageous	Pro Forma for the project give confidence the project can be capitalized within the time required to obtain permits, operate highly profitably and be able to maintain a high quality development.
		Advantageous	Pro Forma for the project make the project appear able to be capitalized within the time required to obtain permits, operate sufficiently profitably while maintaining the development.
		Non-Advantageous	Pro Forma require favorable assumptions for the project to be capitalized within the time required to obtain permits, be successful and to allow for high quality maintenance.
		Unacceptable	Pro Forma seem insufficient for the project to be capitalized within the time required to obtain permits and support the project and its expected maintenance over the life of the project.
F3	Budget and Pro Forma assumptions	Very Advantageous	Reasonable revenue, expense, and project cost assumptions clearly listed with explained adjustments in future operating pro forma projections
		Advantageous	Reasonable revenue, expense, and project cost assumptions clearly listed with explained fixed growth rate in future operating pro form assumptions
		Non-Advantageous	Some Revenue Assumptions, project cost assumptions, and expenses listed and used in future pro forma with explained fixed growth rate
		Unacceptable	Minimal revenue assumptions provided leaving questions about cost to customers and therefore reasonableness of occupancy rates / and revenue projections

Comparative Evaluation Criteria			
Criteria	Rating Scale		
D1 - D2: Development Design			
D1	Sustainability and energy efficiency (Town related)	Very Advantageous	Project uses the current best practices for energy and water efficiency, recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and incorporates LEED considerations.
		Advantageous	Project uses many of the current best practices for energy and water efficiency and recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and reflects some LEED considerations.
		Non-Advantageous	Project uses some of the current best practices for energy and water efficiency and recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and reflects a limited consideration of LEED.
		Unacceptable	Project does not use the current best practices for energy and water efficiency and recycled materials, reflects little consideration of alternative sources of energy and other aspects of sustainability and/or LEED.
D2	Synergy of facilities on the site and their uses.	Very Advantageous	Proposed uses fit together and make highly efficient use of the site as well as shared uses of common facilities.
		Advantageous	Proposed uses fit reasonably together and make less efficient use of the site as well as shared uses of common facilities.
		Non-Advantageous	Proposed uses fit together less efficiently or are independent and there is minimum or no shared space.
		Unacceptable	Separate independent proposals are submitted without regard for construction management, parking configuration, access or shared spaces.

6. Execute Notices & Orders of Taking – Various Properties

Over the last two weeks Town Counsel has conducted the closings for the properties located at 818, 822 & 826 Worcester Street and they now belong to the Town. The next step in the process is to execute the Notices of Taking for 818/822 Worcester Street and 826 Washington Street. These follow the recorded Order of Taking for all of the properties which are also attached. Town Counsel has asked that the Board approve and execute these documents at the meeting on Monday so he can proceed on all three.

During this process a School Committee member pointed out to Mr. Harrington that the orders of taking from last year's Annual Town Meeting three parcels related to the schools were never completed. Thus he has drafted the orders of taking and has requested that the Board authorize and execute these as well.

MOVE to execute notices of taking for the properties located at 818, 822 and 826 Worcester Street, and further, to execute orders of taking for Lot 88-66 on Seaver Street, and two portions of Lot 76-11 adjacent to the Wellesley High School.

3

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

ORDER OF TAKING

The Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with General Laws Chapters 79, as amended, and by virtue of the authority conferred upon them by a vote of more than two-thirds pursuant to Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018, a certified copy of which is attached hereto as Exhibit A, do hereby take for and on behalf of the Inhabitants of the Town of Wellesley for school, recreation, or general municipal purposes, to be held under the care, custody and control of the Board of Selectmen, all of the land, with all trees, buildings and improvements thereon located at 818 and 822 Worcester Street, Wellesley, Norfolk County, Massachusetts (the "Premises") and identified as Assessors Parcels No. 159-74 and 159-75, more particularly described as follows:

- (1) 818 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in a certain deed recorded in the Norfolk County Registry of Deeds in Book 5520, Page 326, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.
- (2) 822 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in certain deeds recorded in the Norfolk County Registry of Deeds in Book 32385, Pages 82, 86 and 90, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.

This property is taken for public convenience and necessity.

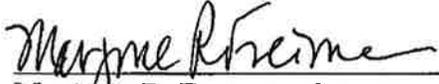
Damages will be awarded. Pursuant to M.G.L. c.79, §§6 and 39, the terms and conditions of a certain Settlement Agreement entered into between and among Ira C. Foss III, Susan C. Foss, Jay J. Dorenzo (collectively, the "Owners") and the Town of Wellesley duly executed on April 11, 2018, and the Waiver of Appraisal, Damages, and Relocation Benefits signed by the aforementioned Owners, the Town of Wellesley shall pay the sum of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) to the Owners, divided as described in Paragraph 2 of the aforementioned Settlement Agreement, as damages for this taking by exercise of the eminent domain power vested in the Board of Selectmen under Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley have signed the foregoing Order of Taking this 19th day of April, 2018.

4


Ellen F. Gibbs, Chair


Jack Morgan, Vice Chair


Marjorie R. Freiman, Secretary

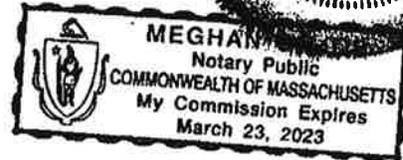

Elizabeth Sullivan Woods


Thomas H. Ulfelder

COMMONWEALTH OF MASSACHUSETTS

On this 19th day of April 2018, before me, the undersigned notary public, personally appeared the above-named Ellen F. Gibbs, Jack Morgan, Marjorie R. Freiman, Elizabeth Sullivan Woods, and Thomas H. Ulfelder, a majority of the Board of Selectmen for the Town of Wellesley, known to me to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and acknowledged the foregoing instrument to be the free act and deed of a majority of the Board of Selectmen of the Town of Wellesley, before me.

Meghan C. Jop
Notary Public
My Commission Expires: 3/23/23



Town of Wellesley



Massachusetts

TOWN CLERK

Cathryn Jane Kato
525 Washington Street
Wellesley, MA 02482

TELEPHONE: (781) 431-1019x2250
FACSIMILE: (781) 237-5037
E-MAIL: kckato@wellesleyma.gov

**April 9, 2018 Special Town Meeting
Article 2, Motion 1**

This is to certify that the following action was taken under Article 2, Motion 1 at the April 9, 2018 Special Town Meeting in pursuance of a Warrant dated March 12, 2018.

VOTED, by declared voice vote, 2/3rds required, that the sum of \$2,225,000.00 (TWO MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS) be authorized to 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: 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) The real property known as 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.

That to meet this 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.

That the Board of Selectmen is authorized to take action necessary to carry out this acquisition, and that said sum shall be available upon this motion becoming final following the dissolution of this Special Town Meeting.

Attest:

A handwritten signature in cursive script that reads "Cathryn Jane Kato".

Cathryn Jane Kato
Wellesley Town Clerk
April 18, 2018



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

NOTICE OF TAKING

To: Jay J. Derenzo
43 Charles Street
Needham, MA 02494

Notice is hereby given that on April 19, 2018, the Board of Selectmen of the Town of Wellesley adopted an Order of Taking to take in fee simple by eminent domain, all of the land, with all trees, buildings and improvements thereon located at 818 and 822 Worcester Street, Wellesley, Norfolk County, Massachusetts and identified as Assessors Parcels No. 159-74 and 159-75, more particularly described as follows:

- (1) 818 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in a certain deed recorded in the Norfolk County Registry of Deeds in Book 5520, Page 326, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.
- (2) 822 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in certain deeds recorded in the Norfolk County Registry of Deeds in Book 32385, Pages 82, 86 and 90, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.

more particularly set forth in the Order of Taking, a copy of which is attached hereto and marked "Appendix A."

On May 15, 2018, said Order of Taking was recorded with the Norfolk County Registry of Deeds, at Book 35981, Page 498 and being within thirty (30) days of the date of the adoption of the Order of Taking as authorized by General Laws, Chapter 79, §3.

Any right to damages to this taking vested on May 15, 2018, the date on which the Order of Taking was recorded in said Registry of Deeds.

This taking was made by the Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with Chapters 40 and 79 of the General Laws of the Commonwealth of Massachusetts, all as amended, by virtue of the authority conferred upon them by a vote of more than two-thirds under Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018. This property is taken for public convenience and necessity.

Damages will be awarded. Pursuant to *M.G.L. c.79, §§6 and 39*, the terms and conditions of a certain Settlement Agreement entered into between and among Ira C. Foss III, Susan C. Foss, Jay J. Derenzo (collectively, the “Owners”) and the Town of Wellesley duly executed on April 11, 2018, and the Waiver of Appraisal, Damages, and Relocation Benefits signed by the aforementioned Owners, the Town of Wellesley shall pay the sum of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) to the Owners, divided as described in Paragraph 2 of the aforementioned Settlement Agreement, as damages for this taking by exercise of the eminent domain power vested in the Board of Selectmen under Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley, Massachusetts, have signed the foregoing Notice of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

Marjorie R. Freiman, Secretary

Elizabeth Sullivan Woods

Thomas H. Ulfelder

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
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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

NOTICE OF TAKING

To: Ira C. Foss III and Susan C. Foss
818 Worcester Street
Wellesley, MA 02482

Notice is hereby given that on April 19, 2018, the Board of Selectmen of the Town of Wellesley adopted an Order of Taking to take in fee simple by eminent domain, all of the land, with all trees, buildings and improvements thereon located at 818 and 822 Worcester Street, Wellesley, Norfolk County, Massachusetts and identified as Assessors Parcels No. 159-74 and 159-75, more particularly described as follows:

- (1) 818 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in a certain deed recorded in the Norfolk County Registry of Deeds in Book 5520, Page 326, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.
- (2) 822 Worcester Street, Wellesley, Norfolk County, Massachusetts, as described in certain deeds recorded in the Norfolk County Registry of Deeds in Book 32385, Pages 82, 86 and 90, said parcel now or formerly owned by Ira C. Foss, III and Nancy S. Foss, husband and wife, as Tenants by the Entirety.

more particularly set forth in the Order of Taking, a copy of which is attached hereto and marked "Appendix A."

On May 15, 2018, said Order of Taking was recorded with the Norfolk County Registry of Deeds, at Book 35981, Page 498 and being within thirty (30) days of the date of the adoption of the Order of Taking as authorized by General Laws, Chapter 79, §3.

Any right to damages to this taking vested on May 15, 2018, the date on which the Order of Taking was recorded in said Registry of Deeds.

This taking was made by the Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with Chapters 40 and 79 of the General Laws of the Commonwealth of Massachusetts, all as amended, by virtue of the authority conferred upon them by a vote of more than two-thirds under Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018. This property is taken for public convenience and necessity.

Damages will be awarded. Pursuant to *M.G.L. c.79, §§6 and 39*, the terms and conditions of a certain Settlement Agreement entered into between and among Ira C. Foss III, Susan C. Foss, Jay J. Derenzo (collectively, the “Owners”) and the Town of Wellesley duly executed on April 11, 2018, and the Waiver of Appraisal, Damages, and Relocation Benefits signed by the aforementioned Owners, the Town of Wellesley shall pay the sum of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) to the Owners, divided as described in Paragraph 2 of the aforementioned Settlement Agreement, as damages for this taking by exercise of the eminent domain power vested in the Board of Selectmen under Article 2, Motion 1 of the Special Town Meeting held on April 9, 2018.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley, Massachusetts, have signed the foregoing Notice of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

Marjorie R. Freiman, Secretary

Elizabeth Sullivan Woods

Thomas H. Ulfelder

TOWN OF WELLESLEY



MASSACHUSETTS

BOARD OF SELECTMEN

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

ELLEN F. GIBBS, CHAIR
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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

NOTICE OF TAKING

To: Hema Roychowdhury and Sugata Roychowdhury
826 Worcester Street
Wellesley, MA 02482

Notice is hereby given that on April 19, 2018, the Board of Selectmen of the Town of Wellesley adopted an Order of Taking to take in fee simple by eminent domain, all of the land, with all trees, buildings and improvements thereon located at 826 Worcester Street, Wellesley, Norfolk County, Massachusetts and identified as Assessors Parcel No. 171-76, more particularly described as follows:

826 Worcester Street, Wellesley, Norfolk County, Massachusetts, containing approximately 10,708 square feet more or less, being the same Premises shown as Lot 3 on a Plan of Land recorded in the Norfolk County Registry of Deeds as Plan 893 of 1993 in Plan Book 418 and described in a certain deed recorded in the Norfolk County Registry of Deeds in Book 28602, Page 260, said parcel now or formerly owned by Hema and Sugata Rowchowdury, husband and wife, as Tenants by the Entirety.

more particularly set forth in the Order of Taking, a copy of which is attached hereto and marked "Appendix A."

On May 4, 2018, said Order of Taking was recorded with the Norfolk County Registry of Deeds, at Book 35963, Page 571 and being within thirty (30) days of the date of the adoption of the Order of Taking as authorized by General Laws, Chapter 79, §3.

Any right to damages to this taking vested on May 4, 2018, the date on which the Order of Taking was recorded in said Registry of Deeds.

This taking was made by the Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with Chapters 40 and 79 of the General Laws of the Commonwealth of

Massachusetts, all as amended, by virtue of the authority conferred upon them by a vote of more than two-thirds under Article 2, Motion 2 of the Special Town Meeting held on April 9, 2018. This property is taken for public convenience and necessity.

Damages will be awarded. Pursuant to M.G.L. c.79, §§6 and 39, Paragraphs 7 and 13 of a certain Purchase and Sale Agreement between Hema Rowchowdury and Sugata Rowchowdury of 826 Worcester Street, Wellesley, MA and the Town of Wellesley, duly executed on April 6, 2018, and the Waiver of Appraisal, Damages, and Relocation Benefits signed by the aforementioned landowners, the Town of Wellesley shall pay the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to Hema Rowchowdury and Sugata Rowchowdury as damages for this taking by exercise of the eminent domain power vested in the Board of Selectmen under Article 2, Motion 2 of the Special Town Meeting held on April 9, 2018.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley, Massachusetts, have signed the foregoing Notice of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

Marjorie R. Freiman, Secretary

Elizabeth Sullivan Woods

Thomas H. Ulfelder

ORDER OF TAKING

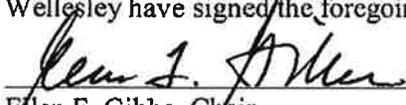
The Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with General Laws Chapters 79, as amended, and by virtue of the authority conferred upon them by a vote of more than two-thirds pursuant to Article 2, Motion 2 of the Special Town Meeting held on April 9, 2018, a certified copy of which is attached hereto as Exhibit A, do hereby take for and on behalf of the Inhabitants of the Town of Wellesley for school, recreation, or general municipal purposes, to be held under the care, custody and control of the Board of Selectmen, all of the land, with all trees, buildings and improvements thereon located at 826 Worcester Street, Wellesley, Norfolk County, Massachusetts (the "Premises") and identified as Assessors Parcel No. 171-76, more particularly described as follows:

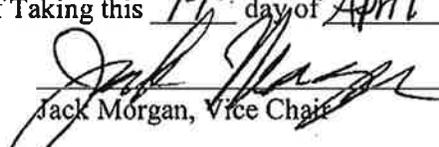
826 Worcester Street, Wellesley, Norfolk County, Massachusetts, containing approximately 10,708 square feet more or less, being the same Premises shown as Lot 3 on a Plan of Land recorded in the Norfolk County Registry of Deeds as Plan 893 of 1993 in Plan Book 418 and described in a certain deed recorded in the Norfolk County Registry of Deeds in Book 28602, Page 260, said parcel now or formerly owned by Hema and Sugata Rowchowdhury, husband and wife, as Tenants by the Entirety.

This property is taken for public convenience and necessity.

Damages will be awarded. Pursuant to M.G.L. c.79, §§6 and 39, Paragraphs 7 and 13 of a certain Purchase and Sale Agreement between Hema Rowchowdhury and Sugata Rowchowdhury of 826 Worcester Street, Wellesley, MA and the Town of Wellesley, duly executed on April 6, 2018, and the Waiver of Appraisal, Damages, and Relocation Benefits signed by the aforementioned landowners, the Town of Wellesley shall pay the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to Hema Rowchowdhury and Sugata Rowchowdhury as damages for this taking by exercise of the eminent domain power vested in the Board of Selectmen under Article 2, Motion 2 of the Special Town Meeting held on April 9, 2018.

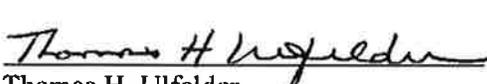
IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley have signed the foregoing Order of Taking this 19th day of April 2018.


Ellen F. Gibbs, Chair


Jack Morgan, Vice Chair


Marjorie R. Freiman, Secretary


Elizabeth Sullivan Woods


Thomas H. Ulfelder

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

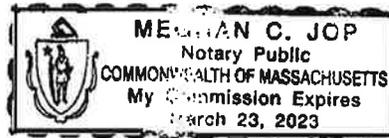
CERTIFY

WILLIAM P. O'DONNELL, REGISTER

COMMONWEALTH OF MASSACHUSETTS

On this 19th day of April 2018, before me, the undersigned notary public, personally appeared the above-named Ellen F. Gibbs, Jack Morgan, Marjorie R. Freiman, Elizabeth Sullivan Woods, and Thomas H. Ulfelder, a majority of the Board of Selectmen for the Town of Wellesley, known to me to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and acknowledged the foregoing instrument to be the free act and deed of a majority of the Selectmen of the Town of Wellesley, before me.

Meghan C Jop
Notary Public
My Commission Expires: 3/23/23



Town of Wellesley



Massachusetts

TOWN CLERK

Cathryn Jane Kato
525 Washington Street
Wellesley, MA 02482

TELEPHONE: (781) 431-1019x2250
FACSIMILE: (781) 237-5037
E-MAIL: kckato@wellesleyma.gov

**April 9, 2018 Special Town Meeting
Article 2, Motion 2**

This is to certify that the following action was taken under Article 2, Motion 2 at the April 9, 2018 Special Town Meeting in pursuance of a Warrant dated March 12, 2018.

VOTED, by declared voice vote, 2/3rds required, that the sum of \$1,225,000.00 (ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS) be authorized to 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: 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.

That to meet this 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.

And that the Board of Selectmen is authorized to take action necessary to carry out this acquisition, and that said sum shall be available upon this motion becoming final following the dissolution of this Special Town Meeting.

Attest:

A handwritten signature in cursive script that reads "Cathryn Jane Kato".

Cathryn Jane Kato
Wellesley Town Clerk
April 18, 2018



ORDER OF TAKING

The Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with General Laws Chapters 79, as amended, and by virtue of the authority conferred upon them by a vote of more than two-thirds pursuant to Article 28 of the Annual Town Meeting held on April 25, 2017, a certified copy of which is attached hereto as Exhibit A, do hereby take for and on behalf of the Inhabitants of the Town of Wellesley and the Wellesley School Committee for any and all lawful purposes that a school committee may hold real property, all of the property rights for that certain parcel of land more particularly described as follows:

a rectangular lot of about 8,000 sq. ft. situated along the southwesterly boundary of a town-owned parcel of land abutting Seaver Street (sometimes known as the "Selectmen's Parcel"), shown as Lot 166 on an August 13, 1853 plan by Swan and Straw, recorded at the Norfolk County Registry of Deeds in Plan Book 222, Page 1, the last known owner of record of which is the Babson Building Co. by deed dated December 7, 1921 and recorded in Book 1504, Page 256; said parcel being currently assessed as Lot 88-66 with owner "unknown";

together with all trees upon the land and all structures affixed thereto.

This property is taken for public convenience and necessity, including, but not limited to the purpose of ensuring that all of the land underlying the Wellesley High School and the Schofield School is held by the Town of Wellesley and the Wellesley School Committee.

No damages will be awarded. G.L. c.79, §§14 and 16, provide that you may petition the Superior Court for an assessment of damages within three (3) years after the right to damages has vested.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley have signed the foregoing Order of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

Marjorie R. Freiman, Secretary

Elizabeth Sullivan Woods

Thomas H. Ulfelder

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of May 2018, before me, the undersigned notary public, personally appeared the above-named Ellen F. Gibbs, Jack Morgan, Marjorie Freiman, Beth Sullivan Woods, and Thomas H. Ulfelder, a majority of the Board of Selectmen for the Town of Wellesley, known to me to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and acknowledged the foregoing instrument to be the free act and deed of a majority of the Board of Selectmen of the Town of Wellesley, before me.

Notary Public

My Commission Expires:

ORDER OF TAKING

The Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with General Laws Chapters 79, as amended, and by virtue of the authority conferred upon them by a vote of more than two-thirds pursuant to Article 28 of the Annual Town Meeting held on April 25, 2017, a certified copy of which is attached hereto as Exhibit A, do hereby take for and on behalf of the Inhabitants of the Town of Wellesley and the Wellesley School Committee for any and all lawful purposes that a school committee may hold real property, all of the property rights for that certain parcel of land more particularly described as follows:

a triangular lot of about 2,770 sq. ft. situated completely within the boundaries of the Wellesley High School Land; the last known owner of which is believed to have been Margaret J. Rollins, as referenced by Land Court Plan #5809A1, filed in 1916; said parcel being currently assess as a part of Lot 76-11, the Wellesley High School land;

together with all trees upon the land and all structures affixed thereto.

This property is taken for public convenience and necessity, including, but not limited to the purpose of ensuring that all of the land underlying the Wellesley High School and the Schofield School is held by the Town of Wellesley and the Wellesley School Committee.

No damages will be awarded. G.L. c.79, §§14 and 16, provide that you may petition the Superior Court for an assessment of damages within three (3) years after the right to damages has vested.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley have signed the foregoing Order of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

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Thomas H. Ulfelder

COMMONWEALTH OF MASSACHUSETTS

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Notary Public

My Commission Expires:

ORDER OF TAKING

The Board of Selectmen of the Town of Wellesley, in the County of Norfolk and Commonwealth of Massachusetts, acting under the authority of and in accordance with General Laws Chapters 79, as amended, and by virtue of the authority conferred upon them by a vote of more than two-thirds pursuant to Article 28 of the Annual Town Meeting held on April 25, 2017, a certified copy of which is attached hereto as Exhibit A, do hereby take for and on behalf of the Inhabitants of the Town of Wellesley and the Wellesley School Committee for any and all lawful purposes that a school committee may hold real property, all of the property rights for that certain parcel of land more particularly described as follows:

a rectangular lot of about 34,350 sq. ft. situated along the northwesterly boundary of the Schofield School land; said parcel being comprised of portions of Lots 7+8 as shown on a July, 1905 plan by Arthur P. French recorded at the Norfolk County Registry of Deeds as Plan Book 61, Plan 2905; the last known owner of said parcel being Frank Curry, who died on March 2, 1934; said parcel being currently assessed as Lot 28-82 with owner "unknown";

together with all trees upon the land and all structures affixed thereto.

This property is taken for public convenience and necessity, including, but not limited to the purpose of ensuring that all of the land underlying the Wellesley High School and the Schofield School is held by the Town of Wellesley and the Wellesley School Committee.

No damages will be awarded. G.L. c.79, §§14 and 16, provide that you may petition the Superior Court for an assessment of damages within three (3) years after the right to damages has vested.

IN WITNESS WHEREOF, a majority of the Board of Selectmen of the Town of Wellesley have signed the foregoing Order of Taking this 21st day of May 2018.

Ellen F. Gibbs, Chair

Jack Morgan, Vice Chair

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Elizabeth Sullivan Woods

Thomas H. Ulfelder

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of May 2018, before me, the undersigned notary public, personally appeared the above-named Ellen F. Gibbs, Jack Morgan, Marjorie Freiman, Beth Sullivan Woods, and Thomas H. Ulfelder, a majority of the Board of Selectmen for the Town of Wellesley, known to me to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and acknowledged the foregoing instrument to be the free act and deed of a majority of the Board of Selectmen of the Town of Wellesley, before me.

Notary Public

My Commission Expires:

7. Executive Director's Update

Four gifts have been received which require action of the Board given the value of the gift. Three are for the COA from the Friends of the COA which include a donation to the March senior lunch program with Wellesley Bakery, a donation to the April senior lunch program with Express Gourmet, and a donation to assist with decorations and the May Roaring 20s event at Wellesley College Club. The fourth donation for \$2,000 from the Wellesley Hills Junior Women's Club to the Recreation Commission for their summer camp scholarship fund.

MOVE that the Board accept the following donations to the Council on Aging:

- \$735.15 for the March senior lunch program with the Wellesley Bakery
- \$1029.00 for the April senior lunch program with Express Gourmet
- \$1500.00 for the May Roaring 20's event at the Wellesley College Club
- \$2,000.00 from the Wellesley Hills Junior Women's Club to the Recreation Commission for the 2018 summer camp scholarship fund

The following gifts have been made to the Wellesley Council on Aging and must be accepted by the Board of Selectmen:

GIFTS TO THE GENERAL COA GIFT ACCOUNT (29054150-483000)

Updated 5/17/2018

Donation from:	Amount(s) / comments regarding gift
Roberta Maida	\$5.00 – General COA Donation
Carol Shedd	\$50.00 – General COA Donation
Friends of Wellesley Council on Aging	\$1,029.00 – Donation specific to April Senior Lunch Program with Express Gourmet
Friends of Wellesley Council on Aging	\$421.75 – Donation specific to April senior Lunch Program with Wellesley Bakery
Friends of Wellesley Council on Aging	\$1,500.00 – Donation to cover Decorations, Live Band Performance, Printed Materials, and Wellesley College Room Rental for the COA's Roaring 20's Event on May 18, 2018

Total Donations Listed for General Gift Account = \$3,005.75

The following gifts have been made to the Wellesley Council on Aging and must be accepted by the Board of Selectmen:

GIFTS TO THE GENERAL COA GIFT ACCOUNT (29054150-483000)

Updated 5/17/2018

Donation from:	Amount(s) / comments regarding gift
Friends of Wellesley COA	\$735.15 – Donation specific to March Senior Lunch Program with Wellesley Bakery
	Total Gifts Received = \$735.15

Total Donations Listed for General Gift Account = \$735.15

TOWN OF WELLESLEY



RECREATION DEPARTMENT

WARREN BUILDING
90 WASHINGTON STREET
WELLESLEY, MASSACHUSETTS 02481

DIRECTOR
MATTHEW G. CHIN

TELEPHONE: 781-235-2370
FAX: 781-237-3558
WWW.WELLESLEYMA.GOV/RECREATION

DEPUTY DIRECTOR
BRANDON G. FITTS

May 15, 2018

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

To the Wellesley Board of Selectmen,

On behalf of the Recreation Commission, we ask the Wellesley Board of Selectmen to accept the donation received from **Wellesley Hills Junior Women's Club** in the amount of \$2,000. This check has been deposited and a thank you has been sent to WHJWC.

This donation is designated for the **RECREATION CAMP SCHOLARSHIP FUND**, for the **Summer of 2018**.

Thank you in advance for your assistance.

Matthew G. Chin
Director of Recreation

05/15/2018 12:48 | Town of Wellesley
kbemis | PAYMENTS PROOF

| P 1
| arcshrc

CLERK: kbemis BATCH:89076
BATCH ENTRY DATE: 05/15/2018

RECEIPT YEAR	BILL TYPE	CATEGORY	CUST #	NAME	PROPERTY ID	REFERENCE	TOTAL PAYMENT
LINE CHARGE	DESCRIPTION	PRIN PAID	PRIN ADJ	INT PAID	INT HELD	DISC AMT	
4892472	2018	MS- MISC CASH RECEIPTS	WHJWC - DONATION	CAMP SCHOLARSHIP			2,000.00
PROPERTY LOC:							
1	63SCHO REC SCHOLA	2,000.00	CASH ACCOUNT: 29 104000				
	29063217 483000	2,000.00	DESC: RECREATION DEPT. SCHOLARSHIP F				
1	CHECK	1	2,000.00	CHECK/REF#: # 50383	ADD'L REF#:		
TOTAL RECEIPTS		1					
TOTAL PAYMENTS			2,000.00				
TOTAL PRINCIPAL PAID			.00				
TOTAL PRINCIPAL ADJUSTED			.00				
TOTAL INTEREST PAID			.00				
TOTAL INTEREST HELD			.00				
TOTAL DISCOUNT AMOUNT			.00				

8. **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:

- ❖ Boston Marathon Fundraising Results
- ❖ Commendation to Officer Even Rosenberg
- ❖ April 2018 Parking Meter Collections Summary
- ❖ Correspondence from Mr. Miyares
- ❖ Correspondence from Newton Wellesley Hospital
- ❖ Correspondence from MAPC
- ❖ Correspondence from National Grid
- ❖ Volunteer Forms

**Fundraising Totals
2018 Marathon**

2018 Boston Marathon - Invitational Entries	Number of Runners	Runner	Fundraising Total
Adolescent Wellness, Inc (AWI)	1	Chris Lyver	4,944.00
Community Investors	1	Nicholas Takessian	12,050.00
Elizabeth Seton Residence	1	Abby McKie	6,112.00
Friends of the Council on Aging	1	Elizabeth Bradley	4,421.62
Friends of Wellesley METCO	2	Erica MacInnes	12,635.00
		Betsenai Tendai	9,302.00
Newton Wellesley Weston Committee for Community Living	1	Glenn Wegrzyn	5,277.20
War Memorial Scholarship	2	Tim Lyver	4,425.00
		Allison Tiernan	4,320.00
Wellesley A Better Chance (ABC)	1	Ashley Davis	5,253.00
Wellesley Community Center	1	Cassandra Short	10,400.00
Wellesley Education Foundation (WEF)	1	Lauren Healy	4,000.00
Wellesley Food Pantry	1	Margot Frank	5,000.00
Wellesley Free Library Foundation	1	Mary Rich	5,500.00
Wellesley Friendly Aid	1	Olivia Frank	7,410.00
Wellesley Scholarship Foundation	2	Diana Katsikaris	4,702.58
		Thomas McGarey	4,048.23
Wellesley Theatre Project	1	Adam Belmont	4,000.00
World of Wellesley	1	Stephanie Burns	4,302.00
WCCC	1	Derek Coulombe	4,000.00



TOWN OF WELLESLEY

WELLESLEY, MA 02482
Telephone 781-235-1212

POLICE DEPARTMENT

JACK PILECKI
Chief of Police

TO: OFFICER EVAN ROSENBERG
FROM: CHIEF JACK PILECKI
SUBJECT: LETTER OF COMMENDATION
DATE: MAY 11, 2018

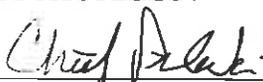
I recently received a very positive letter from Chief Probation Officer Mark Prisco and Probation Officer Tracey Clogher, of the Norfolk County Juvenile Court Department. They spoke very highly of the work you do within the Wellesley Public Schools and how much they appreciate your assistance and guidance anytime the Probation Department needs to follow up with a student at the Wellesley Public Schools.

Tracey was particularly impressed with your willingness to step up and fill in as guest speaker for her Norfolk Juvenile Court "At-risk" girls teen group meeting recently. Tracey explained that your ability to relate with the girls and impress upon them that the police are not the enemy, rather a resource that these girls can look to for help was impactful. In fact, after listening to you speak many of the girls left the meeting with a much more positive perception of law enforcement.

This letter speaks to the exceptional work you do as a School Resource Officer, often going above and beyond what is required. Whether it be collaborating with your colleagues at the Norfolk County Juvenile Court in order to provide seamless coverage for the students the Probation Officers supervise or taking the extra time to stop and chat with a student in the hallway at the High School, making a lasting connection with that student. I am proud to hear of your efforts and commend you for your continued service to the youth in Wellesley and beyond.

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

AUTHORIZED:



JACK PILECKI
CHIEF OF POLICE

Cc: Bulletin Board
Board of Selectmen
Personnel File



TRIAL COURT OF THE COMMONWEALTH
JUVENILE COURT DEPARTMENT
NORFOLK COUNTY DIVISION
DEDHAM SESSION

55 Allied Drive
Dedham, Massachusetts 02026

Tel. (781) 329-1500
Fax. (781) 329-1640
TTY (781) 329-6984

Mary M. McCallum, First Justice
Linda G. Sable, Associate Justice

Robert L. Ryan, Jr., Clerk-Magistrate
Mark J. Prisco, Chief Probation Officer

May 3, 2018

Chief Jack Pilecki
Wellesley Police Department
485 Washington Street
Wellesley, MA 02482

Re: Officer Evan Rosenberg

Dear Chief Pilecki,

The purpose of this correspondence is to highlight what I view as exceptional, above and beyond work performed by Officer Evan Rosenberg.

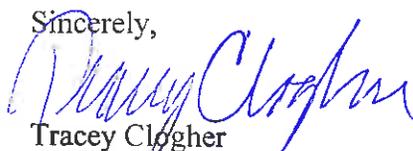
Just to explain my role working with Evan: I am assigned as the juvenile probation officer supervising in Wellesley. I have worked closely with Evan for the last two years. Wellesley is one of seven towns that I actively supervise juveniles in. While I am most fortunate to have fantastic SRO's in my towns to work with, Evan Rosenberg stands out amongst his peers.

Evan always makes himself available to me whenever I need to go to the schools in Wellesley. What strikes me most, is walking through the school with him and watching him interact with what seems every student in his path. It appears obvious to me that each student not only adores him, but feels that they can approach him and that he will be kind and fair.

At Norfolk Juvenile Court we run a teen girls group for teens at risk. The police officer speaker that has always come to speak could not that night. The first person that I thought of to reach out to was Evan. Without hesitation he accepted our request and did a wonderful job of showing these young ladies that police officers are not the enemy and that they want to help, not hinder the youth that they work with. It is my belief that these ladies' perception of police officers is far more favorable having listened to Evan speak.

It has been my pleasure to work with such a caring and dedicated professional and I did not want his fine work to go unnoticed.

Sincerely,


Tracey Clougher
Probation Officer


Mark Prisco
Chief Probation Officer

PARKING METER COLLECTIONS

FY13		FY14		FY15		FY16		FY17		FY18	
JULY 2012	\$69,411.78	JULY 2013	\$41,016.09	JULY 2014	\$53,233.47	JULY 2015	\$64,094.66	JULY 2016	\$50,667.34	JULY 2017	\$54,003.77
AUGUST	\$58,296.99	AUGUST	\$39,083.51	AUGUST	\$24,729.03	AUGUST	\$58,749.76	AUGUST	\$61,344.19	AUGUST	\$61,112.19
SEPTEMBER	\$58,276.55	SEPTEMBER	\$62,302.39	SEPTEMBER	\$68,978.72	SEPTEMBER	\$55,809.42	SEPTEMBER	\$50,830.99	SEPTEMBER	\$55,629.78
OCTOBER	\$56,974.04	OCTOBER	\$35,001.90	OCTOBER	\$64,491.40	OCTOBER	\$61,535.29	OCTOBER	\$62,225.28	OCTOBER	\$51,914.25
NOVEMBER	\$59,656.87	NOVEMBER	\$59,404.77	NOVEMBER	\$49,401.08	NOVEMBER	\$49,936.99	NOVEMBER	\$50,881.23	NOVEMBER	\$62,836.07
DECEMBER	\$41,848.16	DECEMBER	\$29,443.71	DECEMBER	\$37,730.09	DECEMBER	\$50,918.32	DECEMBER	\$38,108.86	DECEMBER	\$46,604.28
JANUARY	\$47,574.76	JANUARY	\$29,533.71	JANUARY	\$44,776.94	JANUARY	\$47,964.92	JANUARY	\$47,280.92	JANUARY	\$35,145.28
FEBRUARY	\$43,388.85	FEBRUARY	\$28,289.25	FEBRUARY	\$23,043.54	FEBRUARY	\$49,343.49	FEBRUARY	\$34,550.25	FEBRUARY	\$65,329.44
MARCH	\$42,304.17	MARCH	\$66,633.89	MARCH	\$65,716.03	MARCH	\$51,078.12	MARCH	\$59,385.45	MARCH	\$65,527.70
APRIL	\$61,394.07	APRIL	\$49,509.40	APRIL	\$50,651.25	APRIL	\$51,021.54	APRIL	\$52,563.25	APRIL	\$51,080.85
MAY	\$55,207.66	MAY	\$57,311.58	MAY	\$28,135.00	MAY	\$67,963.90	MAY	\$52,878.35	MAY	
JUNE	<u>\$33,252.53</u>	JUNE	<u>\$60,391.99</u>	JUNE	<u>\$64,391.57</u>	JUNE	<u>\$60,997.93</u>	JUNE	<u>\$59,343.56</u>	JUNE	
	\$627,586.43		\$557,922.19		\$575,278.12		\$669,414.34		\$620,059.67		\$549,183.61
1st quarter avg	\$61,995.11		\$47,467.33		\$48,980.41		\$59,551.28		\$54,280.84		\$56,915.25
2nd quarter avg	\$52,826.36		\$41,283.46		\$50,540.86		\$54,130.20		\$50,405.12		\$53,784.87
3rd quarter avg	\$44,422.59		\$41,485.62		\$44,512.17		\$49,462.18		\$47,072.21		\$55,334.14
4th quarter avg	\$49,951.42		\$55,737.66		\$47,725.94		\$59,994.46		\$54,928.39		\$17,026.95

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

\$12,553.75

\$141,611.95

from Munis 27029300 423220, 423225, 423226, 423227, 423235, 423240, 423245, 423250, 423265, 423266, 423270, 423275, 423276, 423277, 423280, 423285, 423290, 423295

Robinson, Blythe

From: Ray Miyares <ray@miyares-harrington.com>
Sent: Wednesday, May 16, 2018 10:56 AM
To: Robinson, Blythe; Pakstis, Mike; Shaughnessy, Bill; Russ Stevens; Tim Olson; Kate Fitzpatrick; Richard P. Merson
Cc: Tom Harrington; Donna Work; Ivria Glass Fried
Subject: Permit Extension Act hearing

Good Morning!

Yesterday, Judge Krupp in the Norfolk Superior Court heard arguments on the Towns' Motion for Judgment on the Pleadings and the Department of Environmental Protection's Cross-Motion for Summary Judgment in the litigation regarding the Towns' registration statements.

Judge Krupp's line of questioning revolved around why the Towns had elected to bring suit. Thus, a portion of the oral argument focused upon the Department's historic treatment of registration statements as if they were permits and how the Department's current application of the *Permit Extension Act* to registration statements was just another chapter in that story.

Judge Krupp was also interested in whether reviewing registration statements for completeness was an "approval," as that term is used in the PEA. He asked both the Assistant AG and me numerous questions on the nature of the Department's review and the scope of its discretion to reject a filed registration statement.

Judge Krupp did not rule from the bench, which is typical, and took the matter under advisement. I expect that we will have a decision within the next few weeks, but we have no way of knowing for sure.

The Assistant AG made at least one shocking statement during hearing: She claimed that the Department could revoke a registration statement if the registrant exceeds its authorized withdrawal volume by more than 100,000 gallons per day. We disagree with this position and stated in rebuttal that the remedy would be for the Department to require the registrant to obtain a permit for the additional volume. We also argued that the remedy in the event that a Town failed to complete the renewal registration statement form properly would be to require the necessary corrections, rather than to strip the Towns of their grandfathered rights.

As I shared previously, if we are successful in arguing that the PEA does not apply to WMA registration statements, then the Department will be ordered either to accept the registration statements submitted by the Towns or to issue a renewal registration statement form and accept the renewal statements when submitted. If Judge Krupp disagrees with our position, however, the Towns can be assured that their existing registration statements are valid through 2021. Therefore, no matter how the Judge rules, it is a win!

Please let me know if you have any questions.

Ray

J. Raymond Miyares
MIYARES AND HARRINGTON LLP
40 Grove Street • Suite 190 • Wellesley, MA 02482
Tel 617-489-1600 • Fax 617-489-1630
www.miyares-harrington.com



**NEWTON-WELLESLEY
HOSPITAL**

Michael R. Jaff, D.O.
President
2014 Washington Street
Newton, Massachusetts 02462
T: (617) 243-6678
F: (617) 243-6954
www.nwh.org
Professor of Medicine
Harvard Medical School
Boston, Massachusetts

May 11, 2018

Ms. Ellen F. Gibbs
Board of Selectman
Wellesley Town Hall
525 Washington Street
Wellesley, MA 02482

Dear Ms. Gibbs,

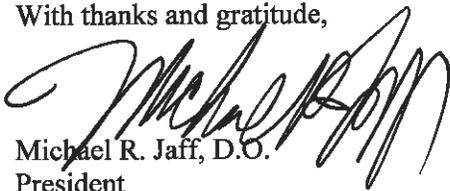
On behalf of the Nominating and Governance Committee of The Newton-Wellesley Hospital Board of Trustees, I am delighted to include you as a member of our volunteer leadership group, the Board of Overseers, in your role as Chair of the Board of Selectman for the Town of Wellesley. Overseers serve an important role as ambassadors and advocates for Newton-Wellesley within the community and beyond.

The hospital's Annual Meeting Report will occur on Thursday, June 21, 2018 at 6:00 pm in the Shipley Auditorium and will introduce our new volunteer leaders. You will be receiving an invitation via email in the upcoming weeks and I hope you and a guest can join us. If you have any questions, please call Heather Mack, Vice President for Development at (617) 243-6244.

The new class of Overseers are invited to participate in an orientation series beginning in the fall of 2018 through spring of 2019 that consists of seven informational sessions about various functions and departments across the Hospital. These meetings feature presentations from leaders across the Hospital and I hope you will be able to attend some if your schedule allows.

As you may know, Newton-Wellesley recently introduced a bold, innovative new brand through a comprehensive marketing campaign, designed to inspire the communities around us about our commitment to delivering the best patient experience in the country. Your support and partnership will be critical in the years ahead as we work to fulfill our brand promise of finding innovative solutions to transform health care delivery—because we owe it to our patients, our community and each other to find a better way—*every single day*.

With thanks and gratitude,



Michael R. Jaff, D.O.
President



SMART GROWTH AND REGIONAL COLLABORATION

May 3, 2018

Ellen F. Gibbs, Chair
Board of Selectmen
525 Washington Street
Wellesley, MA 02482

Dear Ms. Gibbs:

The position of the Town of Wellesley's representative to the Metropolitan Area Planning Council (MAPC) is **currently vacant**. It is my hope that the Town will participate on the Council by appointing a representative for a three-year term, and I have outlined this process below.

In accordance with the provisions of Massachusetts General Laws, Chapter 40B, Section 24, when the term of an appointed member expires, his/her successor shall be appointed **for a term of three years**. This term should commence on the date of appointment and must comply with the statute in order to be considered valid.

We recommend that the Town select an elected or appointed official or resident who can effectively represent the Town of Wellesley's interests in the region, and who will appropriately report back to the Town on MAPC's projects and policy priorities.

In keeping with MAPC's ongoing efforts to diversify our staff and members of the Council, we always appreciate it if an appointing authority can give due consideration to candidates who might help MAPC to reflect more accurately the population of our region, and for those reasons, we especially encourage you to consider appointing a woman or person of color.

Please be aware that in the capacity of Council Representative, individuals hold a statutory office and are considered to be special state employees within the meaning of various statutes, including the Conflict of Interest Law.²⁴

This is an exciting time for smart growth and regional collaboration and MAPC is rising to the challenge:

- *MetroFuture: Making a Greater Boston Region*, our long-range regional plan, was adopted in 2008, and the region has changed a great deal in the intervening 10 years. We are now working to update the plan to incorporate the significant changes in demographics, politics, market forces and technologies that are transforming our region. We have had the good fortune to receiving funding resource to help achieve the goals of the *MetroFuture* plan and we are excited to update it and create a vision that will serve as a roadmap for a sustainable and equitable region.
- MAPC provides top-notch technical assistance to its member communities – drafting zoning bylaws, preparing applications to state government, helping communities to prepare for natural or

²⁴ Massachusetts General Laws, Chapter 268A

man-made disasters, protecting water supplies, establishing 40R or 43D districts, etc. Often, MAPC can cover all or part of the costs of these efforts.

- MAPC does not stand still. In recent years we have added new programs for our members, covering topics such as clean energy, public health, and arts and culture planning.
- The Council has an active legislative agenda, overseen by its Legislative Committee. Currently, for instance, we are actively engaged in efforts to expand funding for the Community Preservation Act (CPA), to reform the state's antiquated zoning and subdivision laws, and to increase local transportation funding opportunities for cities and towns.
- As vice chair of the region's Metropolitan Planning Organization (MPO), we play an active role in making sure that the voice of our member communities is heard in state deliberations on transportation policies and capital projects.
- We continue to assist communities in the bulk purchase of goods and services - everything from fire trucks to office supplies. Buying as a group keeps the price low and helps to ensure quality products and services. We have added many new products and services that are consistent with our mission, such as smart parking systems that include smart meters and mobile payment applications; local produce, meat and fish for schools; and automated vehicle locator systems for public works vehicles.
- We believe that achieving equity is paramount to the long-term economic and social wellbeing of the Metro Boston region and the Commonwealth. MAPC is committed to advancing equity in the region through our organization policies, planning projects, and public policy positions.

You can learn more about MAPC's ongoing activities by consulting our website, www.mapc.org, or you can follow us on Facebook or Twitter.

MAPC takes pride in playing a critical role to promote sustainable growth and inter-local cooperation across the region. We value the Town of Wellesley's involvement in deliberations about the region's physical, social and economic condition, and we need your participation. We look forward to the involvement of your new appointee.

I would also like to point out that the Town has the option of appointing an Alternate member to serve conterminously with the term of the Representative. Details on this process are enclosed with this letter. The Alternate member can vote at all Council meetings on behalf of the Town in the absence of the Representative.

Please address any questions regarding the appointment process to Heidi Anderson, Operations Manager, at (617) 933-0764 or handerson@mapc.org. Or, if you have broader questions about the role of MAPC and its Council members, feel free to call me directly at (617) 933-0701, or contact me by email at mdraisen@mapc.org. Thank you for your attention.

Respectfully,

A handwritten signature in black ink, appearing to read "Marc D. Draisen". The signature is fluid and cursive, with a prominent initial "M" and a long, sweeping underline.

Marc D. Draisen
Executive Director

Enclosure

Date

Mr. Marc D. Draisen, Executive Director
Metropolitan Area Planning Council
60 Temple Place, 6th floor
Boston, MA 02111

Dear Mr. Draisen:

Sample:

In accordance with the provisions of Massachusetts General Law, Chapter 40B, section 24, I hereby appoint _____ as the Town of _____'s representative to the Metropolitan Area Planning Council. Said appointment shall be for a term of three years from the above date.

If the Town chooses to also name an Alternate Representative: [note: term of office for Alternate must be for the same 3-year term as the term for the Representative]

Sample:

In accordance with the provisions of Massachusetts General Law, Chapter 40B, section 24, I hereby appoint _____ as the Town of _____'s Alternate representative to the Metropolitan Area Planning Council. Said appointment shall be for a term of three years from the above date.

Sincerely,

Chairman, Board of Selectmen/ Town Administrator/ Manager



May 11, 2018

Mr. Blythe Robinson
Executive Director, Town of Wellesley
525 Washington St.
Wellesley, MA 02482

Dear Mr. Robinson,

This letter is to inform you that on June 24, 2018, the National Grid collective bargaining agreement with United Steel Workers Local 12003 will expire. This local has approximately 875 members at National Grid with responsibility for maintenance of the natural gas distribution system along with other work-related functions in your territory. The Company is currently negotiating in good faith with the local union officials, with the Company goal to reach a fair and equitable agreement prior to the deadline.

While these talks continue, National Grid has work continuation contingency plans in place should the collective bargaining process break down and a work stoppage occurs. You should know that, in an event of a work stoppage:

- Emergency Dispatch and the call center will continue full operation. We will be responding to emergencies and making repairs 24 hours, 7 days per week
- Field work by contractors performing necessary work on the gas system will continue

Additionally, we plan to contact Fire and Police officials in our territories to test their dedicated emergency line into the National Grid Dispatch Center to ensure it works properly. We take seriously the obligation to provide safe, reliable and efficient service to our customers and look forward to our continued partnerships with safety officials and other leaders in your community.

If you have any questions regarding our planning or situation status on these discussions, please contact David Gendall, Director of Community Relations and Customer Management at (978) 725-1353.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Proudman".

Neil Proudman
Vice President – Field Operations
New England Gas Operations

Robinson, Blythe

From: noreply@civicplus.com
Sent: Tuesday, April 24, 2018 8:41 PM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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

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

Name	Caleb Giess
Email Address	cgiess@bates.edu
Address	47 Temple Road
City	Wellesley
State	Massachusetts
Zip Code	02482
Home Phone Number	7812839189
Work Phone Number	7816975742
Committees of Interest	Board of Registrars of Voters, Cable Access Corporation, Trails Committee, Wetlands Protection Committee, Youth Commission

Background/Experience

As a freshman at Bates College I am planning to declare a double major in politics and economics. I am looking for the opportunity to study local government in action and would be thrilled to help in any capacity in which I am needed. I have taken classes in politics, economics, and statistics, and would love to gain a more hands on, local perspective on government.

Local Government Experience

Although I have no prior experience in local government, I have previously worked for the Massachusetts Horticultural Society as a greeter, so I already have experience in welcoming people and addressing their concerns. As a greeter, I often had to employ problem solving skills to reassure people that their concerns would be investigated and addressed. This background will help me to welcome people to Town hall and answer citizens' questions.

Particular area of interest, if any

I am particularly interested in assisting the Trails Committee. In high school I ran Cross Country and Track, where I learned first hand the importance of well maintained and accessible public trails.

Email not displaying correctly? [View it in your browser.](#)

Robinson, Blythe

From: noreply@civicplus.com
Sent: Friday, May 11, 2018 11:25 AM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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Name	Yung-Ching Lin
Email Address	irislin23@gmail.com
Address	85 Mayo Road
City	Wellesley
State	Massachusetts
Zip Code	02482
Home Phone Number	2178983625
Work Phone Number	<i>Field not completed.</i>
Committees of Interest	Advisory Committee, Community Preservation Committee, Design Review Board, Housing Development Corporation, Permanent Building Committee, Wetlands Protection Committee

Background/Experience	Education: Master of Landscape Architecture, University of Illinois at Urbana-Champaign, 2007 Profession: Landscape Architect at Halvorson Design Partnership. Licensed landscape architect in Massachusetts and Maryland. LEED AP Experience: landscape site design and construction administration experience for Carver Elementary School new school building, MA; Dover High School new school building, NH; St Paul's School, NH; Various projects experience in higher education as well as public park, housing and mixed-use development. Interests: Sustainable design and landscape design.
Local Government Experience	- Participated with community meeting and worked with city government for building new Carver Elementary school - Participated with community meetings and worked with city government for McIntyre Federal Building at Portsmouth, MA - Worked with MA DCR for design and construction of Joseph Finnegan Park at Dorchester and Skate Park in Cambridge.
Particular area of interest, if any	I am interested in participating the design review for the new school projects as well as public space improvement.

Email not displaying correctly? [View it in your browser.](#)

Robinson, Blythe

From: noreply@civicplus.com
Sent: Tuesday, April 24, 2018 8:41 PM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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Name	Caleb Giess
Email Address	cgiess@bates.edu
Address	47 Temple Road
City	Wellesley
State	Massachusetts
Zip Code	02482
Home Phone Number	7812839189
Work Phone Number	7816975742
Committees of Interest	Board of Registrars of Voters, Cable Access Corporation, Trails Committee, Wetlands Protection Committee, Youth Commission

Background/Experience

As a freshman at Bates College I am planning to declare a double major in politics and economics. I am looking for the opportunity to study local government in action and would be thrilled to help in any capacity in which I am needed. I have taken classes in politics, economics, and statistics, and would love to gain a more hands on, local perspective on government.

Local Government Experience

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Particular area of interest, if any

I am particularly interested in assisting the Trails Committee. In high school I ran Cross Country and Track, where I learned first hand the importance of well maintained and accessible public trails.

Email not displaying correctly? [View it in your browser.](#)

Robinson, Blythe

From: noreply@civicplus.com
Sent: Monday, March 12, 2018 9:40 AM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form



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Name Sofia Hernandez

Email Address sofiahperilla@gmail.com

Address	Apt B204
City	Wellesley
State	MA
Zip Code	02481
Home Phone Number	7817078650
Work Phone Number	<i>Field not completed.</i>
Committees of Interest	Advisory Committee, Audit Committee, Board of Registrars of Voters, Cable Access Corporation, Celebrations Committee, Community Preservation Committee, Council on Aging, Historic District Commission, Historical Commission, Human Resources Board, Permanent Building Committee, Telecommunications Advisory Committee, Trails Committee, Wellesley Cultural Council, Wetlands Protection Committee, Youth Commission
Background/Experience	I am a high school junior (17 years old) looking for volunteer opportunities in Wellesley. I'm not sure if all of the things that I selected above are only for adults but I wanted to check if there are any opportunities for high school students. I'd love to volunteer to help out with any of the things above. I am a member of the National Honor Society and volunteer through there, I am the secretary of the Diversity Club at Wellesley High School which focuses on volunteering around the area to help out others.
Local Government Experience	While I have not volunteered in the local government, last year I volunteered representing Wellesley High School in the State Student Advisory Council and was a co-chair of the Greater Boston Student Advisory Council.
Particular area of interest, if any	I'd love to volunteer with the town government. I feel like I could be useful and I'd love to learn from the town's leaders. I am available on weekdays after school and on both Saturday and Sunday as well. This summer I would also enjoy volunteering more hours during the weekday since I'll have more time off!

Email not displaying correctly? [View it in your browser.](#)

Robinson, Blythe

From: noreply@civicplus.com
Sent: Tuesday, May 15, 2018 10:32 PM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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

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Name	Patricia Decker
Email Address	psdecker@gmail.com
Address	27 Jackson Road
City	Wellesley
State	MA
Zip Code	02481
Home Phone Number	7818015786
Work Phone Number	Field not completed.
Committees of Interest	Council on Aging
Background/Experience	Healthcare professional (Registered Nurse with an MBA in Healthcare Administration) with 20+ years experience in home healthcare and hospice working primarily with the elderly.

Local Government
Experience

Northern New Jersey Regional Health Planning Board Friends
of the Wellesley Free Library, Treasurer Wellesley Girl Scouts,
Town-wide Coordinator, Troop Leader, Encampment Director

Particular area of interest,
if any

Field not completed.

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Robinson, Blythe

From: noreply@civicplus.com
Sent: Friday, May 11, 2018 1:06 PM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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

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

Name	Catherine RT Huang
Email Address	hrthome@hotmail.com
Address	85 Alba Rd.
City	Wellesley
State	MA
Zip Code	02481
Home Phone Number	17818002762
Work Phone Number	<i>Field not completed.</i>
Committees of Interest	Wellesley Cultural Council, Youth Commission
Background/Experience	-20 years working experience in high education. -3 years working experience as Education Consultant in New Vision International Education LLC to provide academic supports to

international students in USA ·5 years cross culture working experience in international organizations such as IPC (International Paralympic Committee) and IOA (International Olympic Academy). ·4 years working as Editor in Chief of Beijing 2008 Paralympics Official Report, which was the first independent official report about Paralympic Games in China .
·PhD degree in International Communication and Media.

Local Government Experience

worked as volunteer in Wellesley High School library for 1 year.

Particular area of interest, if any

no

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Robinson, Blythe

From: noreply@civicplus.com
Sent: Friday, May 11, 2018 11:36 AM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

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Name	Andrea Kaiser
Email Address	Ccstpg@verizon.net
Address	1 Berkeley Road
City	Wellesley
State	Massachusetts
Zip Code	02482
Home Phone Number	7812350555
Work Phone Number	781u894841
Committees of Interest	Wellesley Cultural Council, Youth Commission
Background/Experience	I formerly served for 6 years on, WCC, five years as Chair. Worked with children and teens for 30 years, academics,

sports, cultural activities, financial literacy, workforce development and mentoring, serving as CEO

Local Government Experience

Served on WCC for six years. Served on a number of task forces in Boston, appointed by Mayor Tom Menino.

Particular area of interest, if any

Youth development and culture

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Robinson, Blythe

From: noreply@civicplus.com
Sent: Thursday, May 17, 2018 9:35 AM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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Name	Tom Fitzgibbons
Email Address	tomfitz53@hotmail.com
Address	223 Weston Rd
City	Wellesley
State	Ma
Zip Code	02482
Home Phone Number	781 400 3944
Work Phone Number	<i>Field not completed.</i>
Committees of Interest	Council on Aging
Background/Experience	42 years General Management and Executive Level experience in Hotel Restaurant business. Experience encompasses guest and employee management, fiscal

management , capital projects management and overall facilities management/

Local Government Experience

Steering Committee for N.40 2nd term TMM 3 years Town Advisory Committee 2 years Advisory Liaison to School Committee

Particular area of interest, if any

Board work

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Robinson, Blythe

From: noreply@civicplus.com
Sent: Thursday, May 17, 2018 3:30 PM
To: DL: Board of Selectmen
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

Town of Wellesley Volunteer Form

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Name	Barbara Searle
Email Address	bsearle@bostonprivate.com
Address	118 Parker Road
City	Wellesley
State	MA
Zip Code	02482
Home Phone Number	781-431-9122
Work Phone Number	781-707-7723
Committees of Interest	Council on Aging
Background/Experience	Worked on the approval of the Tolles Parsons project
Local Government Experience	Historical Commission, CPC, Advisory Committee, Board of Selectmen, also an ad hoc committee's, whose name I forget,

which dealt with changes to the by-laws associated with the
Advisory Committee, New Era Fund

Particular area of interest, *Field not completed.*
if any

Email not displaying correctly? [View it in your browser.](#)

Barbara D. Searle
118 Parker Road
Wellesley, MA 02482
781-929-8090 (c)
781-707-7723 (w)
781-431-9122 (h)

Experience:

Prior to 1989 - Various positions at Sigma Alpha Epsilon National Headquarters, Allstate Insurance and Babson College

1989 – 2000 – BankBoston

Vice President, Middle Market Lending. Commercial Lender

2000-2017 – Boston Private Bank & Trust Company

Senior Vice President, Commercial Lending. Commercial and Private Lender

2018 to Present – Boston Private Bank & Trust Company

Senior Vice President and Team Leader, Private Lending Group. Private Lender

Wellesley Volunteer Activities:

Town Meeting Member	
Historical Commission	Member and Chair
Community Preservation Comm.	Member and Secretary
Advisory Committee	Member and Chair
Town By-Law Study Committee	Member
Board of Selectmen	Member and Chair
Executive Director Search Comm.	Chair

Education:

B.A. DePauw University
M.B.A. Simmons Graduate School of Management

9. Executive Session

We have posted an executive session under G.L. c. 30A, §21(A), exemption #7 to comply with Open Meeting Law, G.L. c. 30A, §§ 18-25 for the purpose of review and approval of seven sets of executive session minutes for meetings that have occurred since our last such session in December. Furthermore, now that we have completed all negotiations for our union contracts, health insurance agreement, 892 Washington Street and the three parcels of land on Route 9, I propose that the Board also authorize the release of these sets of minutes.

MOVE that the Board vote to enter into Executive Session under M.G.L. c 30A, §21 exception #7 to review minutes of previous executive session. Furthermore, that Blythe Robinson and Meghan Jop be invited to participate in the meeting.

MOVE that the Board vote to approve 2018 executive session minutes for the dates of January 23rd (three sets), February, 6 and 12th, March 27th and April 3rd. Further, that the Board approve the release of all sets of minutes from 2017 and 2018 marked as YES in green on the executive session log as these matters are all now closed.

MOVE that the Board vote to close the executive session and enter into open session for the purpose of adjourning the meeting.

2017		Staff Reccom. To Release	Release Date
Meeting Date	Description		
1/9/2017	Lease negotiations- 900 Worcester Street	YES	4/12/2017
01/30/17	#1 collective bargaining strategy w/all unions	YES	
	#2 - lease negotiations- 900 Worcester St	YES	4/12/2017
02/06/17	Lease negotiations- 900 Worcester Street	YES	4/12/2017
02/13/17	Lease negotiations- 900 Worcester Street	YES	4/12/2017
02/27/17	Lease negotiations- 900 Worcester Street	YES	4/12/2017
3/6/2017	Acquisition of Real Property - 892 Washington St. Cons. Restriction	YES	4/12/2017
3/16/2017	Acquisition of Real Property - 892 Washington St. Cons. Restriction	YES	4/12/2017
4/3/2017	Collective Bargaining- Appr. Settlements w/Fire, Library, & FMD	YES	
4/12/2017-A	Collective Bargaining- Appr. Settlements w/AFSCME DPW Product.	YES	
4/12/2017-B	Acquisition of Real Property - 892 Washington St. Cons. Restriction	YES	
4/24/2017-A	Collective Bargaining - Settlement w/AFSCME DPW Supervisors Unit	YES	
4/24/2017-b	Approve executive session minutes of April 3 & 12, 2017	YES	
5/1/17-A	Approve executive session minutes of April 24 2017	YES	
5/1/17-B	Discuss Tentative Agrmnt w/Police Dispatcher's Association	YES	
6/5/2017	Approve May 1st minutes, release other older sets of minutes	YES	
6/26/2017	Discuss possible litigation - declaratory judgment water registration	NO	
7/31/2017	Discuss settlement for AFSCME DPW employee for \$4,000	NO	
9/11/17-A	Acquisition of Real Property- 892 Washinton Street	YES	
9/11/17-B	Approval of June 5 & 26, July 31st minutes, Release min-2010 & 2012	YES	
9/18/2017	Collective Bargaining Strategy- Health Insurance	YES	
11/13/2017	Bargaining - Ass't Fire Chief Compensation	YES	
12/4/2017	Collective Bargaining Strategy- Health Insurance	YES	
12/4/2017	Collective Bargaining - Settlement w/Police Patrol Association	YES	
12/4/2017	Bargaining - Deputy Police Chief Contract	YES	
12/11/2017	Collective Bargaining Strategy- Health Insurance	YES	
12/11/2017	Collective Bargaining - Settlement w/Police Superior Officers Assoc	YES	

2018

Meeting Date	Description	Staff Recrom. To Release	Release Date
1/23/2018	Collective Bargaining Strategy- Health Insurance	YES	
1/23/2018	Discuss Acquisition of Real Estate 818-822 Worcester ST	YES	
1/23/2018	Approve ES Minutes 9/11/17 - 12/11/17	YES	
2/6/2018	Discuss Acquisition of Real Estate 818-826 Worcester ST	YES	
2/12/2018	Collective Bargaining Strategy- Health Insurance	YES	
3/27/2018	Discuss Acquisition of Real Estate 818-826 Worcester ST	YES	
4/3/2018	Discuss Acquisition of Real Estate 818-826 Worcester ST	YES	