

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

6:45 P.M. Monday, June 25, 2018

1. 6:45 Citizen Speak
2. 6:50 Discuss Planning Board Vacancies
3. 7:15 Review Traffic for Wellesley College PSI
4. 7:30 McGinley Kalsow Presentation – Town Hall Interior Visioning
5. 8:15 Approve Alcohol Regulations for Town Buildings – Public Hearing
6. 8:40 Execute Notice of Ground Lease, Ground Lease Certificate, and Estoppel Certificate for 900 Worcester Street
7. 8:55 Approve Selection of WHDC CPA Firm
8. 9:00 Executive Director's Report
 - Acceptance of Gifts
 - i. COA
 - ii. Recreation Dept.
 - Year End Transfers
9. 9:05 New Business and Correspondence

Next Meeting Dates: Tuesday, July 10, 2018 7:00 pm
Tuesday, July 17, 2018 7:00 pm

6/22/2018

Black regular agenda items

Board of Selectmen Calendar – FY18

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
<i>7/2 Monday</i>	No Meeting	
<i>7/4 Wednesday</i>	TOWN HALL CLOSED (INDEPENDENCE DAY)	
<i>7/10 Tuesday</i>	Meeting Reviews: Fire Chief, Police Chief Discuss Capital Policy 40B Masshousing Letter 136-140 Worcester Joint meeting with Planning Board to appoint members White’s Bakery CV & traffic waiver request Sebastian's café CV	
<i>7/17 Tuesday</i>	Meeting Review: Executive Director Recommendation for Tailby Interviews from Staff Working Group	
<i>7/24 Tuesday</i>	No Meeting	
<i>7/31 Tuesday</i>	Meeting Execute State Primary Election Warrant TAILBY INTERVIEWS 4-6 pm, 7-9 pm	
<i>8/7 Tuesday</i>	No Meeting	
<i>8/14 Tuesday</i>	No Meeting	
<i>8/21 Tuesday</i>	Meeting Denton Road/Washington Street - 15 Minute Parking Signs GPA - Design Money request	
<i>8/28 Tuesday</i>	No Meeting	
<i>9/3 Monday</i>	TOWN HALL CLOSED (LABOR DAY)	
<i>9/4 Tuesday</i>	No Meeting	
<i>9/11 Tuesday</i>	Meeting	
<i>9/17 Monday</i>	Meeting Diversity Program w/WOW? HPP Joint Meeting with Planning Board	

6/22/2018

Black regular agenda items

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
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	
10/22 <i>Monday</i>	Meeting	
10/29 <i>Monday</i>	Meeting	
11/5 <i>Monday</i>	No Meeting – Wellesley Club	
11/6 <i>Tuesday</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

3. **MOVE** that the Board approve the Transportation Evaluation Memorandum prepared by VHB dated May 9, 2018, as being professionally prepared and providing sufficient evidence that the traffic conditions resulting from the proposed 99,200 square foot building proposed to replace the 99,800 square foot portion of the existing Sage Hall and teaching greenhouses will meet the Town's Project of Significant Impact standards for traffic, pedestrian and bicycle safety and to recommend the following conditions:
 1. Recommend the Applicant ensure vehicles are parking in a safe and non-restrictive manner by constructing the proposed temporary parking lot for construction vehicles.
 2. Require all construction parking to occur within the temporary lot.
 3. Maintain construction routes established under the PSI 17-02 Temporary Trailers.

5. **MOVE** that the Board approve the proposed amendment to the Rules and Regulations governing alcoholic beverages.

6. **MOVE** that the Board approve and execute the Notice of Ground Lease, Ground Lease Certificate, and Estoppel Certificate for 900 Worcester Street.

7. **MOVE** that the Board authorize a contract with Baumann and Baumann for \$2,925 to provide CPA services necessary to file a Federal Form 990 on behalf of the Wellesley Housing Development Corporation.

8. **MOVE** that the Board accept the following gifts to the Council on Aging:
 - \$1,000 from the Wellesley Postcomers Club for the 2018 Client Assistance Fund
 - \$925.00 from the Friends of the COA to the May Senior Lunch Program with Express Gourmet

- An in kind donation of professional phone editing and digital photo files from Beth Shedd to the COA valued at \$9,227.50
- \$1,116.60 from Springwell for April Senior Taxi Rides

And further that the Board accept a donation of \$2,000 from Wellesley Bank for the Recreation summertime concert series.

8. MOVE that the Board approve the following FY18 year-end transfers:

- To transfer \$22,000 from risk management expense to compensated absences
- To transfer \$110,000 from a combination of fire expense, Special Police Personal Services and Fire Detail to Fire Personal Services

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The meeting on Monday will begin at 6:45 PM in order to accommodate the Planning Board Chairperson to attend our discussion about candidates for that Board ahead of the Planning Board's own meeting at 7:00 PM.

1. Citizen Speak

TOWN OF WELLESLEY



MASSACHUSETTS

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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

MEMORANDUM

DATE: June 22, 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.

- On Wednesday the closing took place on the agreement with 978 Worcester Street to create two more units of affordable housing so that all of the units in the development can be counted on our SHI as affordable. The last step in this process is for the State to recognize this and update our count for all of the 36 units.
- Last month we received word that we would be receiving funds from the State conducted by transportation network companies which are generally ride sharing services such as Uber and Lyft. This is as a result of legislation passed in 2016 that collects twenty cents from each ride and designates one half of that amount to each community in which the ride originated. For Wellesley that amount for 2017 was \$19,377.70. The distributed funds are special revenue without further appropriation. The funds must be used “to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program established in [G.L. c. 90I, § 1] and other programs that support alternative modes of transportation.” We have received the funds and made DPW aware of this, as I have asked them to lead a conversation on how to expend these funds for Wellesley, and then to report that back to the State as required by the end of the year.

- Interviews for the Project and Communications Manager went very well this week. We interviewed five candidates and are very excited about two of them. We are going to try and wrap this process up quickly so as to have the best opportunity for the ideal choice.
- You may have noted an article in the Boston Globe this week regarding a family that thought they had inherited their mother's home free and clear, only to find out that they were obligated to pay the Town of Sharon almost 1/3 of the value due to a tax deferral program the mother had taken advantage of. I wanted to take the opportunity to remind you that Wellesley has a similar program for our seniors. At the end of June, 2017 there were 26 residents utilizing the program and just over \$1.8 million in taxes deferred. Due to special legislation the town obtained in 2002, we are able to charge an interest rate far below the 8% per annum required by law, and in the last few years it has hovered at or below 1%, equaling what we would have received on cash investments.
- The building department continues to closely monitor the repair work to the collapsed wall at 16 Mountview. The engineer hired by the builder is submitting weekly reports as required and the initial work is complete. The engineer has pointed out that some of the wall that did not collapse is not constructed correctly and needs to be modified in order to meet slope requirements. We agree, and that work will also be done, likely later in the summer.
- We received word from the Attorney General's office this week that our bylaw changes on alcohol in town buildings and marijuana passed at Town Meeting have been approved. As to all of the other general and zoning bylaw changes the AG's office has reserved their right to take up to August 30th to determine their position on these.
- Hollywood has found Wellesley again – next week from Tuesday through Thursday the television show SMILF will be filming at various locations including Dana Hall School and a house on Pembroke Road. We weren't successful in finding them parking and thus a monetary contribution to the Town this time, but they have been in close contact with the Police Department and neighborhoods they will be in so we expect it will go smoothly.
- Besides the July 1 tax bills that will be going out shortly, we've also been processing a number of refunds for the large tax payments residents made in December when they were trying to take an opportunity to pre-pay taxes ahead of the federal law changes. Of the 600 property owners that did prepay, we've now had to issue refunds to 200-300 of them at their request. Not a problem but an unfortunate amount of extra staff effort.
- Mobilization for the Town Hall exterior project continues – the Clerk of the Works (John Rossi) began his duties for the OPM on Tuesday. Next week things will kick into a higher gear on Monday when erection of the staging around the building starts. That work is expected to take two weeks.
- Included in your packet are both an animal control report and parking meter collections.
- Also enclosed is a letter from Town Counsel explaining the law regarding appointments by the Board of Selectmen, written at Beth's request in regard to the Council on Aging. The intent is to have the Board aware of this before it is sent out to all COA Board members.

2. Discuss Planning Board Vacancies

The purpose of this agenda item is for the Board to have some time to further discuss the vacancies that need to be filled on this board. Included in your mail is a recommendation from the Planning Board on this topic, and Chair Catherine Johnson will be at our meeting to discuss it with you.

NO MOTION

Jop, Meghan

From: Catherine L. Johnson
Sent: Friday, June 22, 2018 1:58 PM
To: Ellen Gibbs
Cc: Zehner, Michael; Jop, Meghan
Subject: Planning Board candidates

Ellen, At its meeting last night, the Planning Board voted to recommend candidates for the three vacancy positions: two full members and one associate member. The recommendations are:

Full board from now until the March election cycle:

Albert Berry
Patricia Mallett

Associate position (appointed) to fill the remaining 12 months of the current term:

Sheila Olson

We are very pleased with and proud of this slate.

Obviously, there is a short duration to these appointments. I feel that because our decisions have specific criteria, that are laid out in our laws and zoning bylaws, and are set forth to the Board by an incredible director and staff, there is little risk that any of the candidates will have difficulty marching up the learning curve. They are all eager and committed.

As to scheduling a joint meeting and vote, I would (strongly) urge the BoS to create a path to a vote this Monday, 6/25, in joint session, which could have a revised agenda posted today.

The reason for this request is that it has come to my attention that one of my Board members may be unavailable to be part of a joint session 7/16. It involves a potential medical situation.

I do have everyone's ability to meet this Monday, however. We have a PSI that is scheduled to begin 7/16 and it is for Wellesley College. I would not want to postpone their hearing.

Thank you for your consideration. I am copying Michael, Meghan, and (individually) all BoS members.

Thank you,

Catherine

Catherine L. Johnson
Planning Board
Wellesley, MA
cljohnson@wellesleyma.gov
(c) 617 413-5414

3. Review Traffic for Wellesley College PSI

As you are aware, the PSI (Project of Significant Impact) process requires that the Board of Selectmen take a position on the traffic impact of a proposed project, and submit their recommendation to the Planning Board ahead of their review. Included in your packet is the PSI application for the proposed Wellesley College Science Center. PSI traffic is triggered when a project increases the volume of cars by 20 vehicles during the peak hour at a signalized intersection, and 50 vehicles during the peak hour at an unsignalized intersection. Given the proposed construction (99,200 square feet) of the Science Center will replace the existing building (92,800 square feet - 600 square feet less than current building), no new traffic is anticipated to the site. This project builds on the temporary trailer project approved last summer. Also included in your packet is a memo from BETA Engineering with several recommendations, as well as a draft letter for your consideration to the Planning Board. Meghan and Kien Ho from BETA will be at the meeting to discuss this with you.

MOVE that the Board approve the Transportation Evaluation Memorandum prepared by VHB dated May 9, 2018, as being professionally prepared and providing sufficient evidence that the traffic conditions resulting from the proposed 99,200 square foot building proposed to replace the 99,800 square foot portion of the existing Sage Hall and teaching greenhouses will meet the Town's Project of Significant Impact standards for traffic, pedestrian and bicycle safety and to recommend the following conditions:

1. Recommend the Applicant ensure vehicles are parking in a safe and non-restrictive manner by constructing the proposed temporary parking lot for construction vehicles.
2. Require all construction parking to occur within the temporary lot.
3. Maintain construction routes established under the PSI 17-02 Temporary Trailers.

Application for Project of Significant Impact

Science Center Addition

Wellesley College

PREPARED FOR



Wellesley College
106 Central Street
Wellesley MA, 02481

PREPARED BY



101 Walnut Street
PO Box 9151
Watertown, MA 02472
617.924.1770

May 9, 2018

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Cover Letter

Application for Project of Significant Impact

Copy of Filing Fees

List of Abutters

Plans

Project Location Plan

Existing Building Layout

Proposed Building Layout

C-100 Science Center Addition Site Improvements Plan

Municipal Systems Impact Analyses:

Water

Sewer

Storm Drainage

Electrical

Building Occupant Life Safety

Refuse Disposal System

Traffic



May 9, 2018

Ref: 12920.01

Wellesley Planning Board
525 Washington Street
Wellesley, MA 02482

Re: Wellesley College Campus Renewal – Science Center Addition
Project of Significant Impact

Members of the Board,

On behalf of our client, Wellesley College, Vanasse Hangen Brustlin, Inc. (VHB) is pleased to submit the enclosed application for Project of Significant Impact (PSI) review associated with the Science Center Addition (the Project), which will consist of approximately 99,200 square feet (SF) of laboratory space, classrooms, faculty offices, and greenhouse. The proposed project will replace the existing Sage Hall and teaching greenhouses which are slated for removal. In total, the Science Center's gross square footage is anticipated to decrease by approximately 600 SF as a result of the Project. Consistent with the College's "Wellesley 2025" campus improvement plan, which is a "no growth" plan intended to modernize campus facilities, the Project is not expected to result in an increase to students, staff, or faculty.

The Project is the last phase of the larger plan to modernize Wellesley College's Science Center to facilitate 21st century research and learning. Due to design schedules, construction sequencing, and associated building permit requirements, and in consultation with Town of Wellesley officials, this modernization effort has been permitted as four separate components:

- Modulars (aka "Temporary Trailers"): Temporary classroom, laboratory, and faculty offices used as swing space during construction of the other Science Center project components.
(Status: Under construction)
- L & E Wing Renovations: Internal and exterior renovations to update and modernize two Science Center wings to remain.
(Status: Received Site Plan Approval; building permit pending)



- Global Flora Greenhouse: Demolition and reconstruction of the greenhouse facility housing the College's collection of flora from around the Globe.
(Status: Received Site Plan Approval; building permit pending)
- Science Center Addition: Replacement of Sage Hall and the Teaching & Research Greenhouses, which have exceeded their useful life. The "Addition" will provide new, modern learning spaces, and is the focus of this PSI application.
(Status: PSI review pending)

The Project exceeds the thresholds of a Major Construction Project and a Project of Significant Impact as defined in Section XVIA - *Project Approval* of the Town of Wellesley Zoning Bylaws, and as such, is anticipated to undergo the following Town of Wellesley site review processes:

- Project of Significant Impact (Planning Board)
- Design Review (Design Review Board)
- Site Plan Review/Water Supply Protection District Special Permit (Zoning Board of Appeals)
- Notice of Intent (Wetlands Protection Committee) – *Potential, pending site work scope*

In accordance with the PSI submission requirements, information pertaining to the Project and its anticipated impacts on municipal systems is provided herein. As discussed previously with Town of Wellesley officials during permitting efforts of the preceding components, the Science Center Addition scope will include site improvements for the surrounding area, including improvements around the Global Flora and L&E Wing footprints. Those improvements are included conceptually herein, and will be reviewed in detail by the Design Review Board and Zoning Board of Appeals as part of the Site Plan Approval submission for the Project subsequent to this PSI application.

Thank you in advance for the Planning Board's consideration of the Science Center Addition. The Project Team looks forward to continuing work with the Town of Wellesley to advance this important project for the College. If there are any additional materials or information needed to help your review, please do not hesitate to contact us.

Sincerely,

Vanasse Hangen Brustlin, Inc.

A handwritten signature in black ink, appearing to read "Justin Mosca", is written over the typed name and title.

Justin Mosca, PE
Project Manager
jmosca@vhb.com

encl.



PSI Application for Science Center Addition

Application for Project of Significant Impact



WELLESLEY PLANNING BOARD
APPLICATION FORM FOR REVIEW OF A
PROJECT OF SIGNIFICANT IMPACT

DATE: May 9, 2018
ADDRESS OF PROPERTY: 106 Central Street PRECINCT G
NAME OF OWNER OF RECORD: Wellesley College

Handwritten signature
signature

EXISTING USE OF
LAND/BUILDINGS: Educational
PRESENT ZONING: Educational
PROPOSED USE OF
LAND/BUILDINGS: Educational

FLOOR AREA OF BUILDING(S) NOW EXISTING ON THE
SITE: 99,800 SQUARE FEET.

TOTAL FLOOR AREA OF BUILDING(S) PROPOSED ON THE
SITE: 99,200 SQUARE FEET.

AGGREGATE TOTAL FLOOR AREA OF PROPOSED NEW CONSTRUCTION
ONLY 99,200 SQUARE FEET.

(IF RESIDENTIAL) NUMBER OF DWELLING UNITS

AREA OF LOT OR DEVELOPMENT SITE ±235,00 (limit of work) SQUARE FEET.
Full Campus Lot Area = 212.2 acres

CONSULTANT(S) FOR IMPACT ANALYSIS
Vanasse Hangen Brustlin, Inc. (Permitting/Traffic) Phone 617-924-1770
Bard, Rao + Athanas (M/E/P); Nitsch Engineering (Civil)
Skidmore, Owings & Merrill (Architect)

This portion to be completed by Planning Department

APPLICATION FORM AND IMPACT ANALYSIS AS REQUIRED BY PLANNING BOARD
RECEIVED BY signature date

REVIEW COMPONENTS WAIVED BY PLANNING BOARD
date of vote
date of vote
date of vote
date of vote

SUBMISSION FEE RECEIVED \$ date

IMPACT ANALYSIS TRANSMITTED TO REVIEW DEPARTMENTS date

IMPACT ANALYSIS APPROVED BY:
Board of Selectmen date
Board of Public Works date
Fire Chief date

Special Permit Approved by Planning Board date.

WELLESLEY PLANNING BOARD

DEFINITIVE SUBMISSION - PROJECT PLAN SPECIFICATIONS

PROJECT OF SIGNIFICANT IMPACT

The Definitive Submission Project Plan shall be drawn to a scale of 1"=40' and shall show:

- a. Title and North arrow;
- b. Name of owner of record;
- c. Name of applicant (if different than owner);
- d. Names of all abutters as they appear on the most recent tax list;
- e. The general topography including an indication of open and wooded areas, permanent monuments, natural objects such as waterways, drainage courses, large boulders or ledge outcroppings, stone walls and the like;
- f. Proposed location of building(s) and structures, roads, drives, and parking areas, with the proposed rough layout of storm drains, water supply, sewage disposal system and necessary easements;
- g. The general relation of the proposed driveway(s), water, sewer and drainage systems and easements to adjoining properties and ways.

Should the plan be submitted on more than one sheet, all sheets shall be of the same size.



PSI Application for Science Center Addition

Copy of Filing Fees

VANASSE HANGEN BRUSTLIN, INC.

101 WALNUT STREET • PO BOX 9151
WATERTOWN, MASSACHUSETTS 02471

CITIZENS BANK
MASSACHUSETTS
5-7017/2110

334365
CHECK DATE

May 3, 2018

Five Thousand and 00/100

AMOUNT

\$5,000.00

Town of Wellesley
525 Washington Street
Wellesley, MA 02482


AUTHORIZED SIGNATURE

 Security Check features included. Details on back.

⑈ 334365 ⑈ ⑆ 211070175 ⑆ 1130161371 ⑈

VANASSE HANGEN BRUSTLIN, INC.

101 WALNUT STREET • PO BOX 9151
WATERTOWN, MASSACHUSETTS 02471

EMILY BUSINESS FORMS 800.392.6018 VISION

334365

Check Date: 5/3/2018

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
M. Volpicelli 5/2	5/2/2018	0048532	\$5,000.00			\$5,000.00
Town of Wellesley		TOTAL	\$5,000.00			\$5,000.00
Citizens	1	0002221				

VANASSE HANGEN BRUSTLIN, INC.

101 WALNUT STREET • PO BOX 9151
WATERTOWN, MASSACHUSETTS 02471

CITIZENS BANK
MASSACHUSETTS
5-7017/2110

334366

CHECK DATE

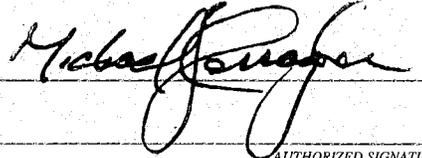
May 3, 2018

Seven Thousand Five Hundred and 00/100

AMOUNT

\$7,500.00

Town of Wellesley
525 Washington Street
Wellesley, MA 02482



AUTHORIZED SIGNATURE

 Security Check features
included.
Details on back.

⑈ 334366 ⑈ ⑆ 211070175 ⑆ 1130161371 ⑈

VANASSE HANGEN BRUSTLIN, INC.

101 WALNUT STREET • PO BOX 9151
WATERTOWN, MASSACHUSETTS 02471

EMILY BUSINESS FORMS 800.392.6018 VISION

334366

Check Date: 5/3/2018

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Mir. Volpicelli 5/2	5/2/2018	0048533	\$7,500.00			\$7,500.00
Town of Wellesley		TOTAL	\$7,500.00			\$7,500.00
Citizens	2	0002221				



List of Abutters

Abutters List

Date: May 02, 2018

Subject Property Address: 106 Central St. Wellesley, MA
Subject Property ID: 137-18

Search Distance: 300 Feet

Prop ID: 123-84
Prop Location: Linden St. Wellesley, MA
Owner: Mass Bay Transportation Authority
Co-Owner: Trackage
Mailing Address:

50 High St.

Boston, MA 02110

Prop ID: 124-36
Prop Location: 6 Cottage St. Wellesley, MA
Owner: Johnson, Allison L, &
Co-Owner: Austin-Mueller, Susanne, Trustees
Mailing Address:
6 Cottage Street

Wellesley, MA 02482

Prop ID: 124-36-A
Prop Location: 630 Washington St. Wellesley, MA
Owner: St. Andrews Episcopal Church
Mailing Address:
79 Denton Road

Wellesley, MA 02482

Prop ID: 124-37
Prop Location: 637 Washington St. Wellesley, MA
Owner: Smith, David B
Mailing Address:
637 Washington Street

Wellesley, MA 02482

Prop ID: 124-38
Prop Location: 7 Lovewell Rd Wellesley, MA
Owner: Cavallaro, Michael F & Nicole
Mailing Address:
7 Lovewell Road

Wellesley, MA 02482

Prop ID: 124-39-633
Prop Location: 633 Washington St. Wellesley, MA
Owner: Ferrell, Mimi & Robert, Trustees
Co-Owner: Mimi S Ferrell Trust 1996
Mailing Address:
633 Washington Street

Wellesley, MA 02482

Prop ID: 124-39-635
Prop Location: 635 Washington St. Wellesley, MA
Owner: Phifer, Robert W & Nancy L
Mailing Address:
635 Washington Street

Wellesley, MA 02482

Prop ID: 124-40
Prop Location: 631 Washington St. Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 124-44
Prop Location: 18 Weston Rd Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 124-45

Prop Location: 19 Weston Rd Wellesley, MA
Owner: Clark, Paul T & Moore, Margaret A
Mailing Address:
19 Weston Road

Wellesley, MA 02482

Prop ID: 124-66
Prop Location: 25 Weston Rd Wellesley, MA
Owner: Watts, Ellen A &
Co-Owner: Bernstein, Daniel S
Mailing Address:
25 Weston Road

Wellesley, MA 02482

Prop ID: 124-67
Prop Location: 19 Abbott St. Wellesley, MA
Owner: Cerio, Jeffrey M & Catherine K
Mailing Address:
19 Abbott Street

Wellesley, MA 02481

Prop ID: 124-68
Prop Location: 17 Abbott St. Wellesley, MA
Owner: Heuer, Thaddeus A &
Co-Owner: Monaghan, Shannon F
Mailing Address:
17 Abbott Street

Wellesley, MA 02482

Prop ID: 124-75
Prop Location: 6 Waban St. Wellesley, MA
Owner: Town of Wellesley
Mailing Address:
525 Washington St.

Wellesley, MA 02482

Prop ID: 124-77
Prop Location: 10 Waban St. Wellesley, MA

Owner: Lee, Mark T & Jennifer R
Mailing Address:
10 Waban Street

Wellesley, MA 02482

Prop ID: 124-78
Prop Location: 12 Waban St. Wellesley, MA
Owner: Luchene, Lawrence & Annette M
Mailing Address:
12 Waban Street

Wellesley, MA 02482

Prop ID: 124-79
Prop Location: 14 Waban St. Wellesley, MA
Owner: Benages, James M &
Co-Owner: Sielecki-Dzurdz, Tamara
Mailing Address:
14 Waban Street

Wellesley, MA 02482

Prop ID: 124-80-1
Prop Location: 7 -1 Waban St. Wellesley, MA
Owner: Trumbull, Kathleen Fisher
Mailing Address:
7 Waban Street

Wellesley, MA 02482

Prop ID: 124-80-2
Prop Location: 7 -2 Waban St. Wellesley, MA
Owner: Cunnick, Joan L
Mailing Address:
7 Waban St.

Wellesley, MA 02481

Prop ID: 124-80-3
Prop Location: 7 -3 Waban St. Wellesley, MA
Owner: Cole, Deborah S
Mailing Address:

7 Waban Street

Wellesley, MA 02482

Prop ID: 124-81

Prop Location: 5 Waban St. Wellesley, MA

Owner: Breda, Donald J & Ann M, Trustees

Co-Owner: Breda Realty Trust

Mailing Address:

29 Arcadia Road

Natick, MA 01760

Prop ID: 125-136

Prop Location: 7 R Cottage St. Wellesley, MA

Owner: Milde, Paul A & Melanie H

Mailing Address:

7 Cottage Street

Wellesley, MA 02482

Prop ID: 125-39

Prop Location: 8 Leighton Rd Wellesley, MA

Owner: Ramos, Carlos O &

Co-Owner: Codina, Neus

Mailing Address:

8 Leighton Road

Wellesley, MA 02482

Prop ID: 125-40

Prop Location: 12 Leighton Rd Wellesley, MA

Owner: Saad, Elias N & Julianna M

Mailing Address:

12 Leighton Road

Wellesley, MA 02482

Prop ID: 125-42

Prop Location: 11 Homestead Rd Wellesley, MA

Owner: Northland Resident Adv Group LLC

Mailing Address:

80 Beharrell Street

Concord, MA 01742

Prop ID: 125-45

Prop Location: 9 Cottage St. Wellesley, MA

Owner: Carbo, Alexander R &

Co-Owner: Carbo, Allison Lamere

Mailing Address:

9 Cottage Street

Wellesley, MA 02482

Prop ID: 125-46

Prop Location: 7 Cottage St. Wellesley, MA

Owner: Milde, Paul A & Melanie H

Mailing Address:

7 Cottage Street

Wellesley, MA 02482

Prop ID: 125-47

Prop Location: 652 Washington St. Wellesley, MA

Owner: Belmont Investments Wellesley LLC

Mailing Address:

18 Tremont Street

Boston, MA 02108

Prop ID: 125-48

Prop Location: 650 Washington St. Wellesley, MA

Owner: Wellesley NRC, LLC

Co-Owner: c/o Northland Residential

Mailing Address:

80 Beharrell Street

Concord, MA 01742

Prop ID: 125-49

Prop Location: 638 Washington St. Wellesley, MA

Owner: Wellesley NRC, LLC

Co-Owner: c/o Northland Residential

Mailing Address:

80 Beharrell Street

Concord, MA 01742

Prop ID: 125-50

Prop Location: 636 Washington St. Wellesley, MA

Owner: Wellesley NRC, LLC

Co-Owner: c/o Northland Residential

Mailing Address:

80 Beharrell Street

Concord, MA 01742

Prop ID: 136-3

Prop Location: 33 Linden St. Wellesley, MA

Owner: Indresano, Stacey Anne, Trustee

Co-Owner: Thirty-Three Linden St Nom Trust

Mailing Address:

36 South Street

Exeter, NH 03833

Prop ID: 136-4

Prop Location: 3 -25 Linden St. Wellesley, MA

Owner: Roman, Edward C, Trustee

Co-Owner: Roman Realty Trust

Mailing Address:

PO Box 245

Dover, MA 02030

Prop ID: 137-1

Prop Location: 641 Washington St. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 137-10

Prop Location: 12 Norfolk Terr. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-11
Prop Location: 14 Norfolk Terr. Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-12
Prop Location: 18 Norfolk Terr. Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-13
Prop Location: 7 Norfolk Terr. Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-14
Prop Location: 3 Norfolk Terr. Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-15
Prop Location: 26 Weston Rd Wellesley, MA

Owner: Coakley, Brian E &
Co-Owner: Coakley, Shanone Vega
Mailing Address:
26 Weston Road

Wellesley, MA 02482

Prop ID: 137-16
Prop Location: 32 Weston Rd Wellesley, MA
Owner: Barkin, Jeffrey Samuel &
Co-Owner: DeSombre, Elizabeth R
Mailing Address:
32 Weston Road

Wellesley, MA 02482

Prop ID: 137-17
Prop Location: 34 Weston Rd Wellesley, MA
Owner: Judson, LLC
Co-Owner: c/o NCP Management Co
Mailing Address:
PO Box 590179

Newton Center, MA 02459

Prop ID: 137-19
Prop Location: 47 Weston Rd Wellesley, MA
Owner: Hansen, J Scott & DAnn
Mailing Address:
47 Weston Road

Wellesley, MA 02482

Prop ID: 137-2
Prop Location: 6 Lovewell Rd Wellesley, MA
Owner: Connely, Julie S
Mailing Address:
6 Lovewell Road

Wellesley, MA 02482

Prop ID: 137-20
Prop Location: 17 Waban St. Wellesley, MA

Owner: Griffith, John L, Jr & Karen
Mailing Address:
17 Waban Street

Wellesley, MA 02482

Prop ID: 137-21-11
Prop Location: 11 Waban St. Wellesley, MA
Owner: Belgiovine, Bridget A &
Co-Owner: Vivas, Sandra L
Mailing Address:
11 Waban Street

Wellesley, MA 02110

Prop ID: 137-21-15
Prop Location: 15 Waban St. Wellesley, MA
Owner: James, Steven A & Anne B
Mailing Address:
15 Waban Street

Wellesley, MA 02481

Prop ID: 137-22
Prop Location: 9 Waban St. Wellesley, MA
Owner: Stanley, David &
Co-Owner: Donald, Kathryn
Mailing Address:
9 Waban Street

Wellesley, MA 02482

Prop ID: 137-27
Prop Location: 6 Cross St. Wellesley, MA
Owner: Bartlett, Despina, Trustee
Co-Owner: Four B Trust
Mailing Address:
70 Church Street

Wellesley, MA 02482

Prop ID: 137-28
Prop Location: 7 Cross St. Wellesley, MA

Owner: Fu, Qihong & Haiqiang
Mailing Address:
7 Cross Street

Wellesley, MA 02482

Prop ID: 137-29
Prop Location: 8 Cross St. Wellesley, MA
Owner: Stedman, Nathaniel Scott &
Co-Owner: Lacouture, Crystalle
Mailing Address:
8 Cross Street

Wellesley, MA 02482

Prop ID: 137-3
Prop Location: 8 Lovewell Rd Wellesley, MA
Owner: Wellesley College
Co-Owner: Attn: Melissa S. Fletcher
Mailing Address:
106 Central Street

Wellesley, MA 02481

Prop ID: 137-30-9
Prop Location: 9 Cross St. Wellesley, MA
Owner: Balachandra, Ramaiya & Sharada
Mailing Address:
184 Brookside Road

Needham, MA 02492

Prop ID: 137-30-9A
Prop Location: 9 A Cross St. Wellesley, MA
Owner: Balachandra, Ramaiya & Sharada
Mailing Address:
184 Brookside Road

Needham, MA 02492

Prop ID: 137-31
Prop Location: 10 Cross St. Wellesley, MA
Owner: Ten Cross Street Corporation
Mailing Address:

1301 Centre Street

Newton Centre, MA 02459

Prop ID: 137-33

Prop Location: 74 Central St. Wellesley, MA

Owner: Linear Retail Wellesley #1, LLC

Mailing Address:

5 Burlington Woods Drive

Burlington, MA 01803

Prop ID: 137-34

Prop Location: 80 -102 Central St. Wellesley, MA

Owner: Linear Retail Wellesley #1, LLC

Mailing Address:

5 Burlington Woods Drive

Burlington, MA 01803

Prop ID: 137-35

Prop Location: 104 Central St. Wellesley, MA

Owner: Town of Wellesley

Co-Owner: Fire Station #1

Mailing Address:

457 Worcester St.

Wellesley, MA 02481

Prop ID: 137-36

Prop Location: 112 Weston Rd Wellesley, MA

Owner: Bariteau, Charles A & Pauline A

Mailing Address:

112 Weston Road

Wellesley, MA 02482

Prop ID: 137-37

Prop Location: 103 Central St. Wellesley, MA

Owner: Harbinger Partners 103 Central LLC

Co-Owner: c/o Kathy Register

Mailing Address:

1229 Tamiami Trail

Sarsota, FL 34239

Prop ID: 137-38

Prop Location: 95 Central St. Wellesley, MA

Owner: Central Investors Ltd Partnership

Mailing Address:

250 First Avenue

Needham, MA 02494

Prop ID: 137-39

Prop Location: 79 -93 Central St. Wellesley, MA

Owner: STMC, LLC

Mailing Address:

177 Buckminster Road

Brookline, MA 02445

Prop ID: 137-4

Prop Location: 10 Lovewell Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 137-40

Prop Location: 73 -77 Central St. Wellesley, MA

Owner: Central Galleria Management, Inc

Mailing Address:

250 First Avenue

Needham, MA 02494

Prop ID: 137-5

Prop Location: 12 Lovewell Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 137-6

Prop Location: 18 Lovewell Rd Wellesley, MA

Owner: Joseph, William &

Co-Owner: Bergenstein, Sigrid

Mailing Address:

18 Lovewell Road

Wellesley, MA 02482

Prop ID: 137-7

Prop Location: 20 Lovewell Rd Wellesley, MA

Owner: Kemp, Daniel & Susan

Mailing Address:

20 Lovewell Road

Wellesley, MA 02482

Prop ID: 137-8

Prop Location: 11 Lovewell Rd Wellesley, MA

Owner: Piscitelle, Louis J & Suzanne L

Mailing Address:

11 Lovewell Road

Wellesley, MA 02482

Prop ID: 137-9

Prop Location: 9 Lovewell Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 138-1

Prop Location: 2 Leighton Rd Wellesley, MA

Owner: Bearak, Steven D & Michelle

Mailing Address:

2 Leighton Road

Wellesley, MA 02482

Prop ID: 138-14

Prop Location: 9 Upland Rd Wellesley, MA

Owner: Kelley, Peter & Duggan, Karen

Mailing Address:

9 Upland Road

Wellesley, MA 02482

Prop ID: 138-15

Prop Location: 7 Upland Rd Wellesley, MA

Owner: Harris, Janette H, Trustee

Co-Owner: Janette H Harris 2013 Rev Trust

Mailing Address:

7 Upland Road

Wellesley, MA 02482

Prop ID: 138-16

Prop Location: 5 Upland Rd Wellesley, MA

Owner: Fuller, Samuel H & Carol W

Mailing Address:

5 Upland Road

Wellesley, MA 02482

Prop ID: 138-17

Prop Location: 680 Washington St. Wellesley, MA

Owner: Horgan, James J & Mary Ann

Mailing Address:

680 Washington Street

Wellesley, MA 02482

Prop ID: 138-18

Prop Location: 8 Dover Rd Wellesley, MA

Owner: Stern, David B &

Co-Owner: McCafferty, Diane E

Mailing Address:

8 Dover Road

Wellesley, MA 02482

Prop ID: 138-2

Prop Location: 11 Leighton Rd Wellesley, MA

Owner: Houston, Neil J, Jr &

Co-Owner: Mosier, Marilyn

Mailing Address:

11 Leighton Road

Wellesley, MA 02482

Prop ID: 138-3

Prop Location: 3 Leighton Rd Wellesley, MA

Owner: Churchill, Christopher W &

Co-Owner: Roosevelt, Katherine

Mailing Address:

3 Leighton Road

Wellesley, MA 02482

Prop ID: 138-33

Prop Location: 91 Dover Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 138-34

Prop Location: 8 Service Dr. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 138-39

Prop Location: 1 Dover Rd Wellesley, MA

Owner: Town of Wellesley

Mailing Address:

525 Washington St.

Wellesley, MA 02482

Prop ID: 138-4

Prop Location: 1 Leighton Rd Wellesley, MA

Owner: Van Dyke, Christopher & Christina

Mailing Address:

1 Leighton Road

Wellesley, MA 02482

Prop ID: 138-5

Prop Location: 666 -670 Washington St. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 138-6

Prop Location: 672 Washington St. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 138-7

Prop Location: 8 -10 Upland Rd Wellesley, MA

Owner: 8 and 10 Upland Project LLC

Mailing Address:

64 Harrington Rd

Framingham, MA 01701

Prop ID: 149-2

Prop Location: 140 Weston Rd Wellesley, MA

Owner: Orser, Anne B & John L, Trustees

Co-Owner: John L Orser Revocable Trust

Mailing Address:

140 Weston Road

Wellesley, MA 02482

Prop ID: 149-4

Prop Location: 148 Weston Rd Wellesley, MA

Owner: Wellesley Park LLC

Mailing Address:

1 Hollis Street

Wellesley, MA 02482

Prop ID: 149-5

Prop Location: 156 Weston Rd Wellesley, MA

Owner: Town of Wellesley

Mailing Address:

525 Washington St.

Wellesley, MA 02482

Prop ID: 150-1

Prop Location: 134 Weston Rd Wellesley, MA

Owner: Town of Wellesley

Co-Owner: Municipal Light Department

Mailing Address:

4 Municipal Way

Wellesley, MA 02481

Prop ID: 151-1

Prop Location: 4 Service Dr. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 151-2

Prop Location: 11 Service Dr. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 152-2-A

Prop Location: 756 Washington St. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 152-3

Prop Location: 17 Service Dr. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 160-38

Prop Location: 156 R Weston Rd Wellesley, MA

Owner: Town of Wellesley

Mailing Address:

525 Washington St.

Wellesley, MA 02482

Prop ID: 163-5

Prop Location: 845 Washington St. Wellesley, MA

Owner: Hunnewell, M. Luisa B.

Mailing Address:

10 Tremont Street, Room 500

Boston, MA 02108

Prop ID: 163-5-Z

Prop Location: 845 Z Washington St. Wellesley, MA

Owner: Hunnewell, M. Luisa B.

Mailing Address:

10 Tremont Street, Room 500

Boston, MA 02108

Prop ID: 175-1

Prop Location: 79 Pond Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 183-4

Prop Location: 100 Russell Rd Wellesley, MA

Owner: Town of Wellesley

Co-Owner: Water Department

Mailing Address:

20 Municipal Way

Wellesley, MA 02481

Prop ID: 184-1

Prop Location: 99 Turner Rd Wellesley, MA

Owner: Town of Wellesley

Co-Owner: Natural Resources Department

Mailing Address:

525 Washington St.

Wellesley, MA 02482

Prop ID: 186-2

Prop Location: 165 Pond Rd Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

Mailing Address:

106 Central Street

Wellesley, MA 02481

Prop ID: 193-10

Prop Location: 1000 Worcester St. Wellesley, MA

Owner: Town of Wellesley

Co-Owner: Natural Resources Commission

Mailing Address:

525 Washington St.

Wellesley, MA 02482

Prop ID: 194-23

Prop Location: 350 Central St. Wellesley, MA

Owner: Wellesley College

Co-Owner: Attn: Melissa S. Fletcher

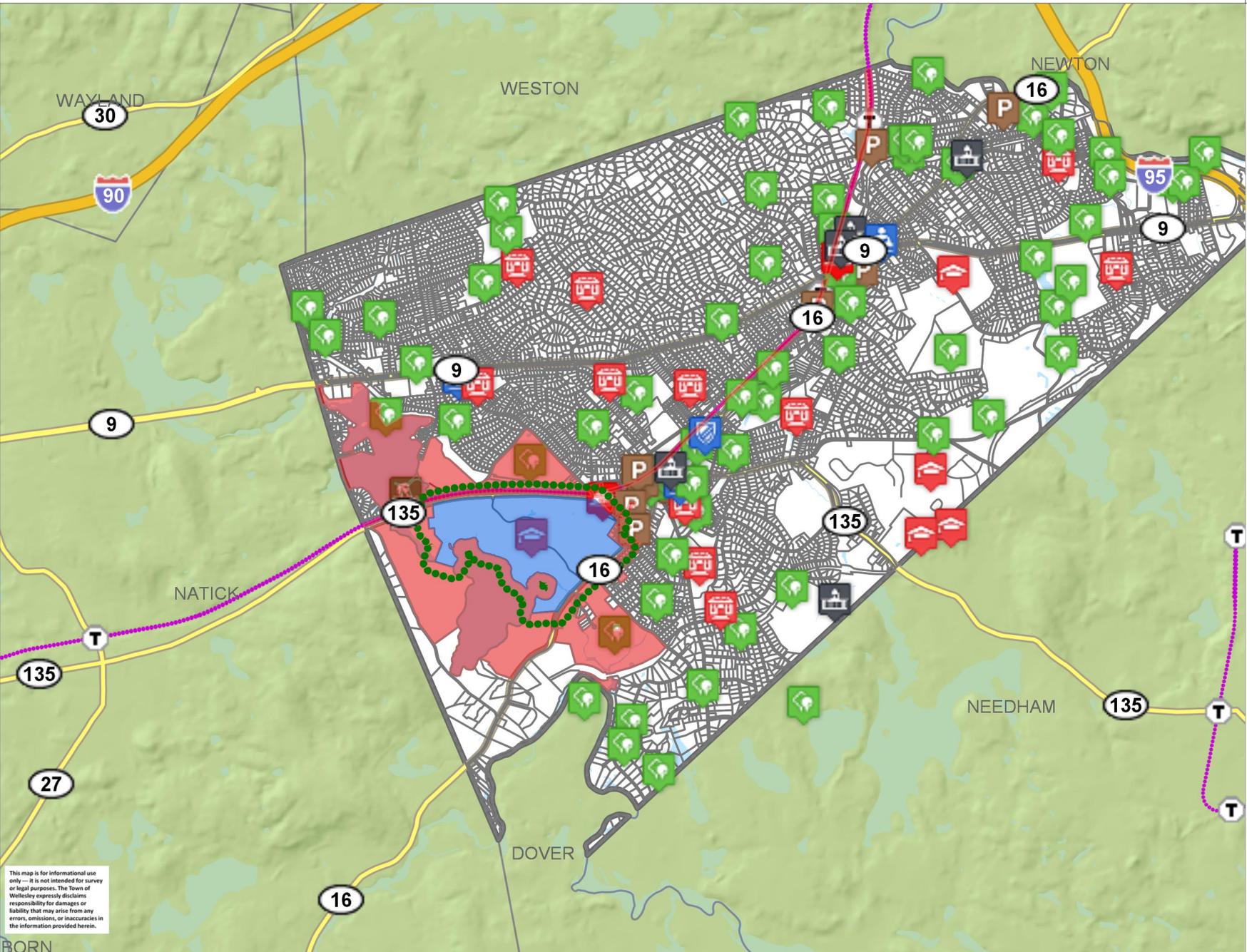
Mailing Address:

106 Central Street

Wellesley, MA 02481



- Points Of Interest
 - Beach
 - Cemetery
 - College
 - Fire
 - Library
 - Park
 - Parking
 - Police
 - Schools
 - Town Building
 - MBTA Commuter Rail Station
- Buildings
- Parcels
- MA Highways
 - Interstate
 - US Highway
 - Numbered Routes
- Town Boundary
- Abutting Towns Opaque
- Abutting Towns
- Roads (Edge Of Pavement)
- Sidewalks
- Paths
 - Sidewalks & Paved Paths
 - Unpaved Paths
- Parking
- Open Water
- Brooks And Streams
- Active Recreation Areas
 - Golf Course
 - Court - Basketball/Tennis
 - Track
 - Beach
 - Field



This map is for informational use only — it is not intended for survey or legal purposes. The Town of Wellesley expressly disclaims responsibility for damages or liability that may arise from any errors, omissions, or inaccuracies in the information provided herein.

0 4700 9400 ft

Printed on 05/02/2018 at 10:33 AM

Notified Abutters



PSI Application for Science Center Addition

Plans



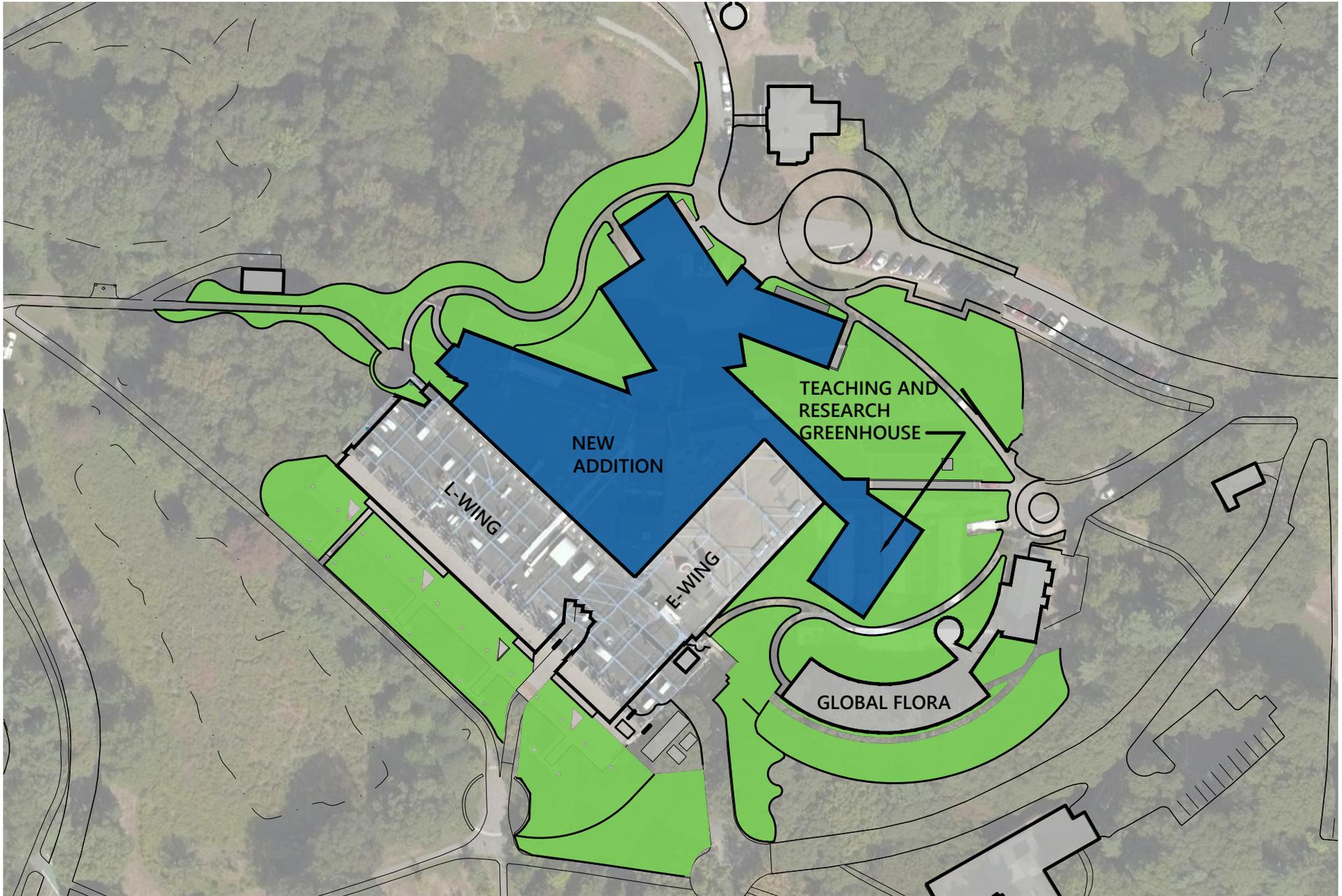


0 100 200 Feet



Wellesley College
Science Center Addition
Existing Building Layout

May 2018



0 100 200 Feet



Wellesley College
Science Center Addition
Proposed Building Layout

May, 2018

Wellesley College
Science Center

Wellesley, MA

Wellesley College
106 Central St. Wellesley, MA 02481

SOM

Skidmore, Owings & Merrill LLP

14 Wall Street, New York, NY 10005

Le Messurier

1380 Soldiers Field Road, Boston MA 02125

Bard, Rao + Athanas, LLC

10 Guest Street, Boston, MA 02135

Nitsch Engineering

2 Center Plaza, Boston, MA 02108

Jacobs Consultancy

303 South Broadway, Tarrytown, NY 10591

Van Deusen & Associates

120 Eagle Rock Avenue, East Hanover, NJ 07936

Rickes Associates

10 Jewel Ave, Attleboro, MA 02703

The Sextant Group

244 Madison Ave, New York, NY 10016

Brandston Partnership, Inc.

302 Fifth Avenue, New York, NY 10001

Cini-Little Interational, Inc

261 Madison Ave, New York, NY 10016

Roll Barresi & Associates

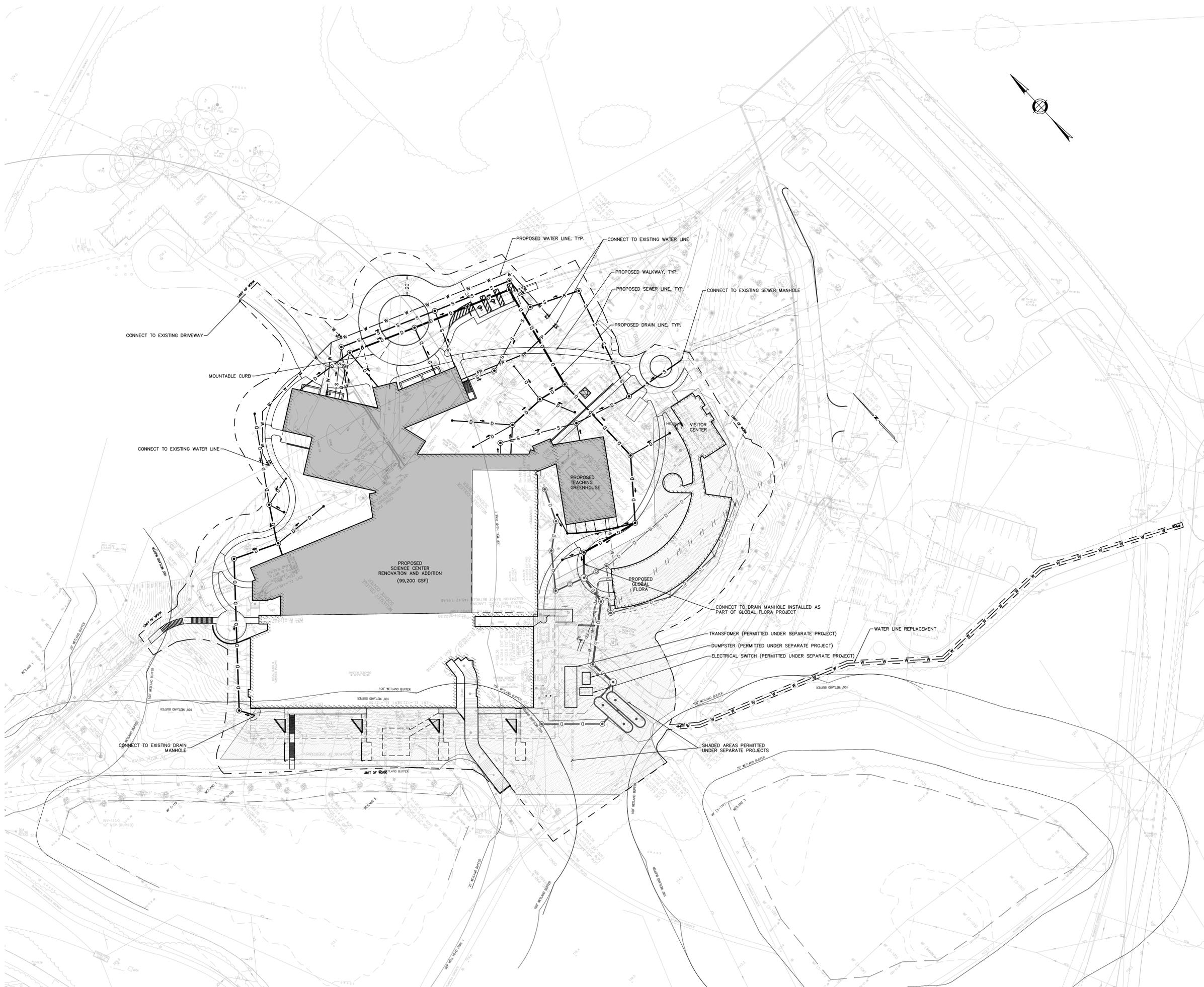
48 Dunster Street, Cambridge, MA 02138

Atelier Ten

45 E 20th Street, New York, NY 10003

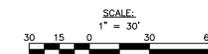
Jensen Hughes

1661 Worcester Road, Framingham, MA 01701



DATUM NOTES:

- ELEVATIONS REFER TO NAVD88. ELEVATIONS SHOWN ON THIS PLAN BE CONVERTED TO THE TOWN OF WELLESLEY DATUM BY ADDING 6.29'.



NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION

DRAWING TITLE
**SCIENCE CENTER
ADDITION SITE
IMPROVEMENTS PLAN**

DRAWING NUMBER

C-100 PSI



PSI Application for Science Center Addition

Municipal Systems Impact Analyses



PSI Application for Science Center Addition

Water



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition
Design Team

Re: Wellesley College Campus Renewal
Science Center Addition – Project of Significant Impact
Water Distribution System Impact Analysis

This memorandum summarizes the analysis of project-generated municipal systems impacts for the proposed building addition of the Science Center at Wellesley College as they relate to the campus water distribution system.¹

The water demand for the Science Center building addition is estimated to be 7,440 gallons per day (gpd), a slight decrease below the estimated existing demand of 7,485 gpd. These estimates are derived from the sewer generation calculations included in the Sewer Systems Impact Analysis memorandum. Demand is not expected to significantly change as this project will replace existing classrooms, laboratory space, auditoriums, gathering spaces and faculty offices in Sage Hall which will be demolished. As such, there no increase in student, faculty or staff population, or academic programs that would lead to increased daily water demand. The project will further decrease the daily water demand with the use of low-flow type fixtures in the proposed building addition by replacing standard, dated fixtures in the existing Sage Hall.

Wellesley College owns and maintains its own private water supply and distribution system, and does not rely on the Town of Wellesley municipal water system. The College intends to replace portions of their existing distribution piping as part of this Project to improve fire flow capacities; however, no change to Town of Wellesley municipal water piping is proposed.

In February 2012, Stantec performed a capital needs assessment to analyze the existing water system at the College. As part of this assessment it was determined that the static pressures throughout the system were shown to be in the range of 50 psi to 80 psi. The AWWA recommended minimum static pressure is 35 psi.

¹ Water system information and analysis provided by Nitsch Engineering and Wellesley College.



PSI Application for Science Center Addition

Sewer



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition
Design Team

Re: Wellesley College Campus Renewal
Science Center Addition – Project of Significant Impact
Sanitary Sewer System Impact Analysis

This memorandum summarizes the analysis of project-generated municipal systems impacts for the proposed addition to the Science Center at Wellesley College as they relate to the sanitary sewer system.¹

Proposed sanitary sewer flow for the Science Center building addition is estimated to be 7,440 gallons per day (gpd), a slight decrease below the estimated existing flow of 7,485 gpd. These estimates are based on Massachusetts Department of Environmental Protection CMR 310 Title 5 flow criteria using the unit based flow criteria for Office building. This criterion was used as a preliminary calculation to understand the comparison of existing to proposed wastewater generation. Detailed sanitary sewer flow calculations will be provided during Site Plan Approval, at which time the proposed building design will be progressed. Demand is not expected to change significantly as this project will replace existing classrooms, laboratory space, auditoriums, gathering spaces and faculty offices in Sage Hall, which will be demolished. As such, there no increase in student, faculty or staff population, or academic programs that would lead to increased daily water demand. Sewer generation calculations are included in as an attachment to this memorandum.

Laboratory process waste is currently directed to an existing PH treatment tank prior to discharging to the onsite sewer system. Adequacy of the PH system is sufficient since there is no increase in flow, as such no changes are proposed to this system.

The project will include the installation of approximately 650 linear feet of new, watertight, PVC sewer service from the proposed building addition. The new, watertight service will prevent groundwater from infiltration into the sanitary sewer system along its length, reducing the potential for inflow and infiltration to the sanitary sewer system.

Existing sanitary flows from the project will be routed through the existing campus sewer network to a 12-inch sewer trunk line owned by Wellesley College. The 12-inch line runs southerly through the campus where it ties into the existing municipal system south of Washington Street. No changes to existing, municipally-owned sewer pipes are proposed for this Project. The capacity of the existing municipal system is not anticipated to be affected by sewer flows generated from the Science Center building addition.

¹ Sanitary sewer information and analysis provided by Nitsch Engineering and BR+A.



Civil Engineering • Land Surveying • Transportation Engineering • Planning • GIS Services

2 Center Plaza • Suite 430 • Boston, MA 02108 • 617-338-0063 • Fax 617-338-6472 • E-mail info@nitscheng.com

CALCULATION SHEET

Client	Skidmore, Owings and Merrill LLP		
Project	Wellesley College Science Center		
Location	Wellesley, MA		
Project Number	11349	Date	5/1/2018
Computed by	CDH	Sheet No.	1 of 1
Checked by	MLC	Department	Civil
Existing Sage Hall vs. New Building and Teaching Greenhouse			

SEWER/WATER FLOW ESTIMATION

Average sewer flows taken from 310 CMR 15.0, Section 203

Existing Building

Room Use	GSF	Size	310 CMR Value (gpd/unit)	Total Flow (gpd)
Office/Classroom	99,800 sq. ft.	99,800 sq. ft.	75 /1000 sq. ft.	7,485
			Existing Sewer Flows (gpd):	7,485

Proposed Building

Room Use	GSF	Size	310 CMR Value (gpd/unit)	Total Flow (gpd)
Office/Classroom	99,200 sq. ft.	99,200 sq. ft.	75 /1000 sq. ft.	7,440
			Proposed Sewer Flows (gpd):	7,440



PSI Application for Science Center Addition

Storm Drainage

MEMORANDUM

TO: Wellesley College
FROM: David M. Conway, PE, LEED AP BD+C
DATE: May 9, 2018
RE: Storm Drainage-Wellesley Science Center

Storm Drainage

The project will not have any impact on the Town of Wellesley storm drainage system. Storm water flows from the site and building as they currently exist are collected by the Wellesley College Storm Drainage system, which discharges to Lake Waban.

Nonetheless, the rate of stormwater discharges from the project site will be decreased in the post-development state. Stormwater from the project site, including the building addition, are being directed to a proposed rainwater reuse system that will mitigate stormwater rates and volumes from the project site.



PSI Application for Science Center Addition

Electric



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition
Design Team

Re: Wellesley College Campus Renewal
Science Center Addition – Project of Significant Impact
Electrical Systems Impact Analysis

This memorandum summarizes the analysis of project-generated municipal systems impacts for the proposed addition of the Science Center at Wellesley College as they relate to the electrical distribution system.¹ It should be noted that information provided herein relates to both the new addition replacing Sage Hall and the previously permitted L&E Wing Renovations. The latter project was submitted to and approved by the Zoning Board of Appeals as part of the Site Plan Approval Special Permit for that scope of work.²

The existing transformers serving the entire Science Center building consist of 1,000kVA and 750kVA for L wing, 1,000kVA for E wing, and 300kVA for Sage building. As part of the L&E Renovations project, these transformers will be replaced with two (2) new 1,500kVA transformers that will serve both L&E Wings and the new building addition. The new connected load is expected to be 1,700 kVA with a peak demand of 1,360kVA. The proposed service will be a secondary 480V, three-phase service with additional transformation down to 120/208V.

The electrical service will be fed from an existing 13.8kV Campus loop, via switchgear "Sage-Science", from where the Science Center is currently fed. The new double-ended switchboard in main-tie-main configuration will include two (2) interior 1,500 kVA transformers, 13.8kV primary / 480V secondary. This work is part of the L&E Wing Renovations, but will also serve the new Science Center Addition.

A new diesel-powered emergency generator will replace existing 600kW and 300kW generators as part of the L&E Wing Renovations. The proposed generator size is 1,000 kW located in the weatherproof enclosure at the ground level by the loading dock, and will serve the entire Science Center facility.

Wellesley College generates its own electricity via a 7.5-megawatt, five-engine system housed in the physical plant building on campus. Electrical power is supplied to the campus from the physical plant or is purchased from the Town of Wellesley depending upon the demand of the local utility. Generally, Wellesley College purchases electric during off peak hours and generates its own during peak hours. This is done for both economic reasons and to assist the Wellesley Municipal Light Plant in balancing its electric load.

The Wellesley College physical plant can accommodate current and planned future campus electric requirements. Although this project is a building addition, it will replace existing uses as part of the existing Sage Hall that will be razed. As such, overall anticipated electrical consumption is subject to marginal increase and the project is not expected to impact the Town of Wellesley municipal electrical distribution system.

¹ Electrical systems information provided by BR+A and Wellesley College for Campus generation/distribution.

² L&E Renovations were approved by Zoning Board of Appeals on February 2, 2018; refer to Science Center Renovations Site Plan Approval and Special Permit Application dated December 6, 2017 for Municipal Impact Analysis Memorandums.



PSI Application for Science Center Addition

Building Occupant Life Safety



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition
Design Team

Re: Wellesley College Campus Renewal
Science Center Addition – Project of Significant Impact
Building Occupant Life Safety

This memorandum summarizes the analysis of project-generated municipal systems impacts for the proposed addition of the Science Center at Wellesley College as they relate to building occupant life safety.¹

The proposed Science Center building addition consists of approximately 95,000 square feet (SF) of new classrooms, laboratory space, auditoriums, gathering spaces and faculty offices that will replace the existing Sage Hall with the same uses. The existing 8,900-SF Teaching and Research Greenhouse facility will be replaced with a new 4,200-SF facility.

The existing fire alarm system is a standalone conventionally-zoned, general-evacuation (horn/strobe) system, which reports to the existing campus Fire Alarm Reporting system. The system will be upgraded in-place to support the existing and Science Center addition. It will support new addressable devices and one-way emergency voice/alarm communications (EVAC) capabilities throughout the Science Center. The existing campus reporting connection will remain unchanged which is tied into the existing campus fire alarm loop owned and maintained by Wellesley College. The loop sends a signal from a meter box directly to the Town of Wellesley Fire Department, as well as to the Wellesley College Campus Police.

A new fire protection system, complete with piping distribution, standpipes, fire department hose connections, tamper devices, fire and jockey pump will be provided for the Science Center Addition. This new fire pump and piping distribution system will also be of sufficient size to allow cross connection to the existing L&E Wing fire protection system. The new fire pump will be sized to provide sufficient capacity so that the existing fire pump located in the L Wing basement can be decommissioned, thus the entire Science Center will be served from a single fire pump located in the new building. As part of the Science Center project, portions of existing onsite water mains will be replaced to improve flows. In addition, two existing fire hydrants to remain in the immediate vicinity of the project, two existing hydrants will be replaced.

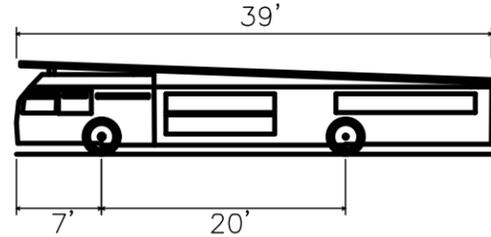
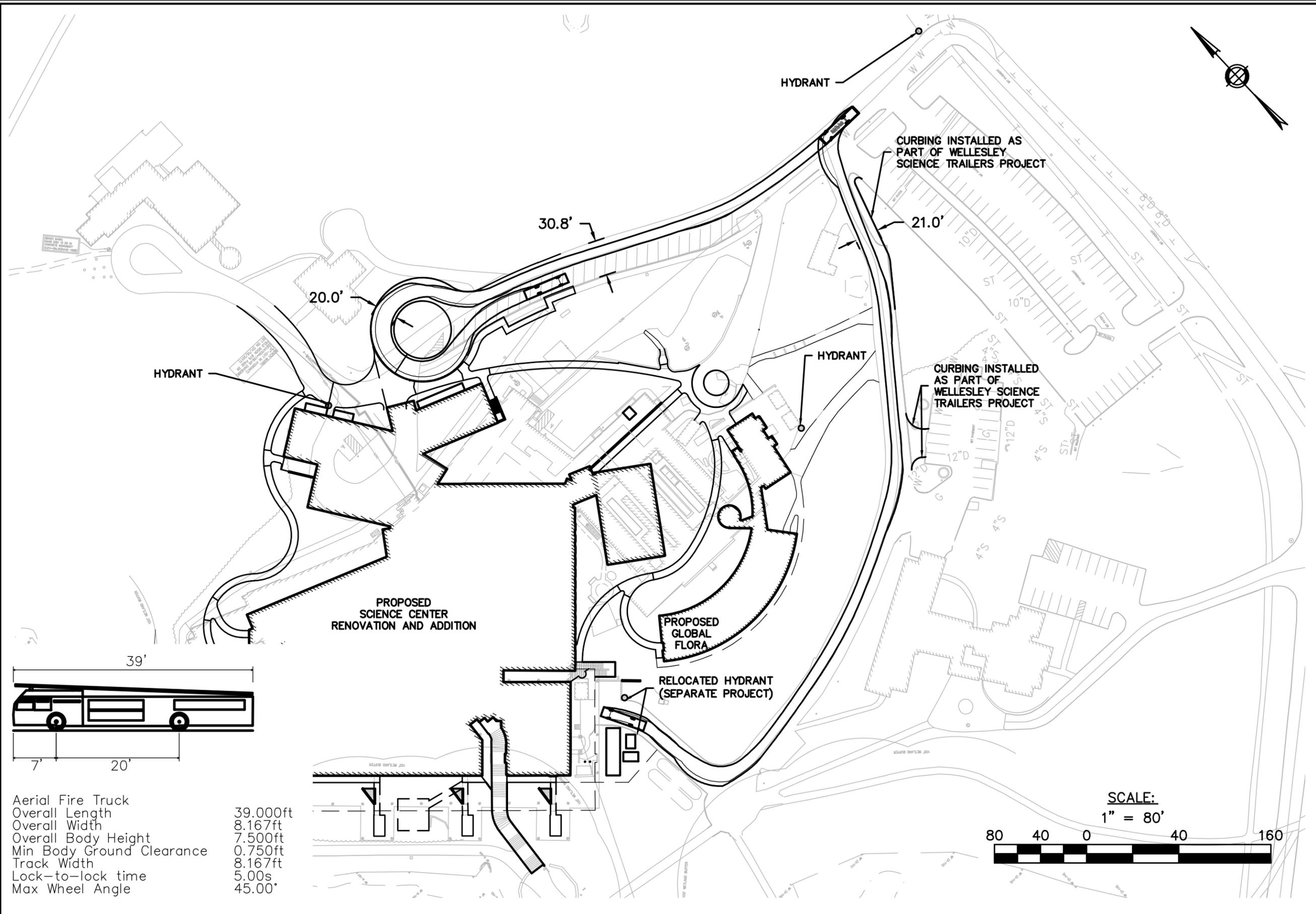
Emergency vehicle access for the Wellesley Fire Department will not change. Access is provided on existing roads to southeast quadrant and north side of the Science Center, allowing direct access to both the new addition and L&E Wings. Please refer to "C-1 Fire Access Plan" for additional information.

As part of Wellesley College Science Center academic programs, it is anticipated that typical chemicals used in undergraduate teaching labs for chemistry, neuroscience, biological science, environmental science, physics, and geoscience will be used and stored on site. These chemicals will vary and will be determined by Wellesley College faculty and staff based on academic programming and research being conducted. The proposed project includes distinct hazardous material and hazardous waste storage areas, which will be operated in accordance with applicable regulations and best management practices. Access to secured storage will be limited to employees trained in the handling and storage of hazardous materials. Where required by regulation based on storage volumes, secondary

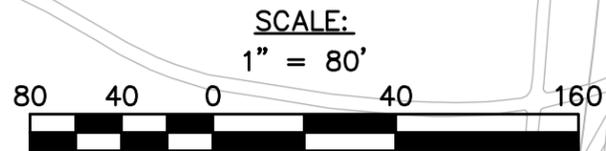
¹ Information and analysis provided by Nitsch Engineering, SOM, BR+A, and Wellesley College.

containment will be provided. Hazardous materials will not be stored in unsecured areas within classrooms or laboratories.

Wellesley College maintains an active Spill Prevention Control and Countermeasures (SPCC) Plan. The College will adhere to the SPCC Plan to prepare, prevent, and address spillage of oil and hazardous materials. Additionally, hazardous materials in laboratories are controlled under OSHA's Chemical Hygiene Plan, OSHA's Hazard Communication Plan, and applicable requirements of the MassDEP Source Water Assessment Program addressing Zone II protections for the nearby drinking water supply wells. Additionally, transport and loading/removal of hazardous materials will be performed in accordance with the College's Hazardous Material Transportation Security Plan. The Wellesley College Office of Environmental Health and Safety provides training to applicable faculty, staff, and students for these programs on a regular basis (at least annually, and additionally as needed). Hazardous materials are kept in a secure, locked storage area to prevent vandalism or misuse. Wellesley College operates a campus police department, which is active 24/7 and will respond immediately to reports of vandalism.



Aerial Fire Truck
 Overall Length 39.000ft
 Overall Width 8.167ft
 Overall Body Height 7.500ft
 Min Body Ground Clearance 0.750ft
 Track Width 8.167ft
 Lock-to-lock time 5.00s
 Max Wheel Angle 45.00°



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- ▶ Green Infrastructure
- ▶ Planning
- ▶ GIS

FIRE ACCESS PLAN
 WELLESLEY COLLEGE SCIENCE CENTER ADDITION
 WELLESLEY, MA

PREPARED FOR:
WELLESLEY COLLEGE
 WELLESLEY, MA

PROJECT # 10377
 FILE: 11349C1O.DWG
 SCALE: 1"=80'
 DATE: 5/9/18
 PROJECT MGR: DMC
 SURVEYOR: NITSCH
 DRAFTED BY: MLC, SB
 CHECKED BY: DMC

SHEET:

C-1

OF REV.



PSI Application for Science Center Addition

Refuse Disposal System



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition
Design Team

Re: Wellesley College Campus Renewal
Science Center Addition – Project of Significant Impact
Refuse Disposal and Recycling

This memorandum summarizes the analysis of project-generated municipal systems impacts for the proposed addition of the Science Center at Wellesley College as they relate to refuse disposal and recycling.¹

As part of the Science Center project the existing dumpster location will be shifted to incorporate space for a new generator and transformer as proposed and approved under the L and E Wing Renovations project ². The location of the relocated dumpster is shown on the enclosed site plan with proposed screening. The dumpster will continue to be accessed by the existing loading dock driveway at the southeast corner of the Science Center building.

Consistent with existing on-campus operations, Wellesley College is responsible for all trash removal and recycling associated with the Science Center. The Wellesley College Office of Sustainability and the Wellesley College Sustainability Committee are focused on continually moving towards a more environmentally focused campus. The College has implemented programs across the campus that give students and faculty incentives to recycle. With this increased recycling effort, the College anticipates a decrease in total waste generation.

Wellesley College recycles within all its buildings through a dual-stream recycling program for comingled recyclables (bottles, cans, plastics, etc.) and paper/cardboard. Accommodations are made for recycling non-standard items. Waste that cannot be recycled is collected by Wellesley College and hauled by a private contractor to a waste transfer station in Holliston, MA. From there, it is hauled to Semass in West Wareham, MA, which is a waste-to-electricity facility.

As there is no planned increase in staff and/or student enrollment associated with the proposed project, no increase in campus-generated refuse is expected to result from the project. As such, no impacts to refuse disposal systems are anticipated.

¹ Refuse disposal information provided by Wellesley College.

² L&E Renovations were approved by Zoning Board of Appeals on February 2, 2018; refer to Science Center Renovations Site Plan Approval and Special Permit Application dated December 6, 2017 for Municipal Systems Impact Analysis memorandums.



PSI Application for Science Center Addition

Traffic



To: Town of Wellesley Planning Board

Date: May 9, 2018

Memorandum

Project #: 12920.01

From: Science Center Addition Design
Team

Re: Wellesley College Campus Renewal
Science Center Addition – PSI Review
Transportation Evaluation

On behalf of Wellesley College (the College), VHB has prepared this memorandum to summarize the transportation evaluation prepared in support of the Science Center Addition (the Project) on the College campus. The Project is the last phase of the larger plan to modernize Wellesley College's Science Center to facilitate 21st century research and learning.

The Project will consist of approximately 99,200 square feet (SF) of laboratory space, classrooms, faculty offices, and greenhouse, replacing approximately 99,800 SF of the existing Sage Hall and teaching greenhouses which are slated for removal. In total, the Science Center's gross square footage is anticipated to decrease by approximately 600 SF as a result of the Project. Please refer to the "Project Location Plan" that shows the Project site on the campus and "C-100 Science Center Addition Site Improvements Plan" for the proposed conditions. The Science Center Addition Project will result in the temporary displacement of approximately 36 parking spaces during construction, in addition to those displaced by the temporary trailer project¹. In addition, reconfiguration of the access roadway to the Science Center will result in a permanent removal of 26 parking spaces adjacent to the Science Center. It is important to note that there is no proposed increase to student enrollment or faculty as a result of the Project. As all displaced parking will continue to be accommodated on-campus, the Project is not expected to result in any changes to traffic volume and traffic patterns outside the campus.

Nonetheless, the contextual background information, traffic data and transportation-related information presented in prior submittals to the Town of Wellesley as part of other projects on the campus is summarized in the following sections of this memorandum.

EXISTING TRAFFIC OPERATIONS AT ROUTE 135/COLLEGE ROAD

Peak hour traffic volume data and signal timing inventory collected at the intersection of Central Street (Route 135)/College Road in December 2014 was used to prepare intersection capacity analysis summarized in Table 1.

The analysis was performed using SYNCHRO traffic analysis software, which is based on the evaluation criteria specified in the HCM².

¹ The previous Modular (aka "Temporary Trailer") project (currently under construction) resulted in changes to the vehicular and pedestrian access near Grey Lot, displacing approximately 89 parking spaces to other existing parking areas around campus. This condition will remain in place during the Science Center Addition Project. Upon completion of both projects, Grey Lot will be restored and approximately 58 spaces will be reinstated.

² [Highway Capacity Manual](#); Transportation Research Board; Washington, D.C.

Table 1: Existing condition Capacity Analysis Summary (Route 135/College Road)

Peak Hour	Movement	Existing Conditions				
		v/c ^a	Delay ^b	LOS ^c	50 th ^d	95 th ^e
Weekday Morning	Central Street EB T	0.67	13	B	158	#768
	Central Street EB R	0.09	4	A	6	43
	Central Street WB L	0.26	11	B	7	49
	Central Street WB T	0.26	6	A	36	151
	College Road NB LR	0.23	24	C	12	35
	Overall	0.67	11	B		
Weekday Evening	Central Street EB T	0.35	8	A	42	228
	Central Street EB R	0.03	4	A	0	15
	Central Street WB L	0.08	8	A	4	35
	Central Street WB T	0.67	14	B	111	#648
	College Road NB LR	0.52	22	C	28	100
	Overall	0.67	13	B		

- Notes:
- a volume-to-capacity ratio,
 - b average delay in seconds per vehicle,
 - c level of service,
 - d 50th percentile queue length in feet
 - e 95th percentile queue length in feet
 - # 95th percentile volume exceeds capacity and therefore queue may be calculated accurately

A review of the analysis summarized in Table 1 indicates that the intersection of Central Street/College Road operates at LOS B during the weekday morning and evening peak hours under the current conditions. Since the Project is not expected to result in any new vehicular trips to/from the College campus, the traffic operations at the intersection would be unaffected.

PARKING

A review of the existing conditions plan and the proposed layout plan for the Science Center Addition indicate that in total, the Project would result in the temporary displacement of approximately 36 parking spaces during construction, in addition to those displaced previously by the temporary trailer project. In addition, reconfiguration of the access roadway to the Science Center will result in a permanent loss of approximately 26 parking spaces adjacent to the Science Center (-24 spaces along the Science Center access road, and -2 spaces in the Science Center loop). Under

proposed conditions, three accessible spaces will be provided at the north entrance of the new addition as shown on "C-100 Science Center Addition Site Improvements Plan."

The number of both temporary and permanently displaced spaces only represent a small percentage of the total campus parking supply. With on-going fine tuning and adjustment of parking-related directional information provided to students/staff, it is expected that available unused spaces on the campus can adequately support the regular parking needs of students, staff and faculty who currently park near the Science Center. In addition, the reinstating of approximately 58 spaces in Grey Lot will increase parking supply over what is currently provided.

VHB conducted parking utilization observations for the Wellesley College campus in May 2018 from approximately 8:00 AM to 3:00 PM. During these observations, it was noted that over 10 percent of spaces on the campus are currently unused, primarily in the upper levels of Davis Garage. Discussions with the College confirm that these conditions are typical. As such, there are adequate unused spaces within the Campus parking supply to accommodate vehicles both temporarily and permanently displaced by the Project. More importantly, from a PSI traffic impact review standpoint, none of the lots receiving displaced vehicles require travel outside the campus. All circulation changes will be limited internally.

SIDEWALK INVENTORY ON PUBLIC STREETS

VHB conducted an inventory of the sidewalks on roadways along the frontage of the Wellesley College campus in October/November 2014. Specifically, existing sidewalks along Central Street (Route 135), Weston Road, and Washington Street were reviewed at that time. The inventory identified the condition, type and location of the sidewalks in addition to crosswalk locations within the area reviewed. The findings of the 2014 review are summarized below.

For the purpose of this inventory, sidewalk condition was classified into four categories:

- Excellent: No deterioration observed.
- Good: Minimal deterioration such as cracking, heaving, sinking and intrusion or encroachment of vegetation observed.
- Fair: Some deterioration including more severe cracking, heaving, sinking, intrusion or encroachment of vegetation observed as well as presence of patching. No serious hazardous walking impediments observed.
- Poor: Severe deterioration observed making walking conditions hazardous or prohibitive.

The sidewalk conditions assessment is based on visual inspection of the sidewalks and engineering judgment. It is noted that there could be some overlap between conditions, particularly between "fair" and "good" classifications.

Central Street (Route 135) (Between Bacon Street and Weston Road)

A sidewalk is present on the south side of Central Street. The sidewalk is mainly asphalt, with some cement concrete sections. There is approximately one-mile of asphalt sidewalk between the intersections of Central Street at Bacon Street and Central Street at Fiske House driveway. The sidewalk is approximately five feet wide, separated from the roadway by a grass strip. The sidewalks are in good to excellent condition with minor cracking.

A crosswalk is located across the Athletic Complex exit driveway, at its intersection with Central Street. Two crosswalks are located at the signalized intersection of Central Street and College Road. One is located across College Road and one across the Central Street eastern approach, providing access to a bus shelter on the north side of Route 135. The intersection is furnished with pedestrian signal heads and push buttons. Field observations in 2014 indicated that the push button on the northerly side of the crosswalk was not functional.

Concrete accessible ramps are present at several intersections along the sidewalk including: Central Street at the Trade Shops exit driveway, Central Street at the Athletic Complex driveways, and Central Street at College Road.

On the east side of Fiske House driveway, the cement concrete sidewalk is approximately five feet wide with an approximately 1.5-foot brick band separating the roadway and the sidewalk. The sidewalk is in good condition with minor overhanging vegetation.

Three crosswalks are located at the intersection of Central Street and Weston Road. This signalized intersection is furnished with pedestrian signal heads and push buttons.

Weston Road (between Central Street and Washington Street)

A sidewalk is located on the east side of Weston Road. The sidewalk material is primarily asphalt with some cement concrete sections at either end of the roadway. There is approximately 120 feet of concrete sidewalk on Weston Road, at its intersection with Central Street. The portion closest to the intersection is approximately five feet wide with a 1.5-foot brick band between the sidewalk and roadway. Farther away from the intersection, the brick band terminates and the sidewalk widens to 6.5 feet. The sidewalk is in good to excellent condition.

South of the fire department driveway, the sidewalk is asphalt and approximately 6.5 feet wide. It is in good condition with minor cracking.

A crosswalk is located across Cross Street, at its intersection with Weston Road. On the northern corner of this intersection, at the crosswalk, there is a concrete ramp with tactile warning strips.

South of Cross Street, the asphalt sidewalk expands to approximately 10 feet wide and is in good condition.

Approximately 260 feet south of Cross Street, the asphalt sidewalk narrows to approximately 5 feet with a grass strip between the sidewalk and roadway. The sidewalk is in fair condition with cracking and patching.

A crosswalk is located across Waban Street, at its intersection with Weston Road.

South of the crosswalk on Waban Street, the asphalt sidewalk expands to 6.5 feet and is in good condition with minor cracking.

A crosswalk is located across Abbott Street, at its intersection with Weston Road. There are tactile warning strips located on both corners of this intersection at the crosswalk.

At the south end of Weston Road, at the driveway of the public parking lot, the sidewalk is concrete and approximately 6.5 feet wide. The sidewalk is in good to fair condition with minor cracking. Observations in 2014 indicated encroachment of vegetation on the outer edges.

Washington Street (west of Weston Road)

Sidewalks are located along both sides of Washington Street. The sidewalk has both cement concrete and asphalt sections.

At the intersection of Washington Street and Weston Road, both sides have cement concrete sidewalks that are approximately 6.5 wide and in good to excellent condition. The cement concrete section extends to the west, approximately 450 feet on the north side of the roadway and approximately 185 feet on the south side of the roadway. The asphalt sections of the sidewalks begin at the end of the concrete sidewalk and extend past the Service Drive intersection located to the west of the signalized College Road intersection. The sidewalk is approximately 6.5 feet wide and is in good to excellent condition.

Crosswalks are located across Weston Road and Lovewell Road, at their intersections with Washington Street.

A crosswalk is located across Washington Street, approximately 60 feet east of Upland Road. This crosswalk has an advance crosswalk warning system, with flashing yellow beacons triggered by pedestrian actuation and warning signage.

Two crosswalks are located at the signalized intersection of Washington Street and College Road; one across Washington Street on the eastern approach and one across College Road. The crosswalks at the intersection are controlled by pedestrian signal heads and push buttons.

A crosswalk is located across Washington Street, approximately 25 feet east of Service Drive. This crosswalk has static pedestrian warning signage.

Crosswalks are located across Dover Road, Upland Road, Leighton Road and Cottage Street, at their intersections with Washington Street.

Summary of the 2014 Sidewalk Inventory

The 2014 sidewalk inventory indicated that none of the sidewalks immediately surrounding the College campus were in poor condition requiring upgrades or improvements at the time of the inventory.

SUMMARY OF CURRENT TRANSPORTATION SERVICES ON CAMPUS

Parking at Wellesley College is only provided to sophomores, juniors and seniors. Students who wish to maintain a vehicle on campus are required to register it with the Wellesley College Police Department for a fee. Freshmen, other students as well as faculty and staff who may choose to not travel by personal automobile have access to excellent transportation resources for travel in the greater Boston area. Following is a summary of the various transportation options available at the College.

- **Wellesley-MIT Exchange Bus:** The Wellesley-MIT Exchange Bus provides transportation between Wellesley and MIT on weekdays for Wellesley and MIT students, faculty and staff. The Exchange Bus picks up and drops off at the Chapel, Alumnae Hall, MIT Building N52 on Massachusetts Avenue, Building 34 on Vassar Street, Kendall T Stop on Main Street, Building E40 on Amherst Street, Building 44 on Vassar Street, 77 Massachusetts Avenue (the MIT Student Center), and at the intersection of Commonwealth Avenue and Massachusetts Avenue in Boston. The first bus leaves the College at 7:00 AM and the last bus returns at 12:40 AM. The bus runs on an approximately one hour frequency. Cost of a ride on the bus is \$3.00.
- **Senate Bus:** The Senate Bus runs between Wellesley and Cambridge from Friday evening through Sunday evening with stops at the Chapel, Alumnae Hall, Harvard Square at Johnson's Gate, MIT/Kresge located at McCormick Hall, and the corner of Massachusetts Avenue and Commonwealth Avenue. Schedules and frequency varies between Friday evening (6:00 PM first departure to 3:45 AM last arrival at the College), Saturday (9:00 AM first departure and 3:45 AM last arrival) and Sunday (9:00 AM first departure and 12:00 AM last arrival). Cost of a ride on the bus is \$3.00.
- **Wellesley-Olin-Babson Shuttle:** This shuttle runs on half hour frequency between the Wellesley College, Olin College and Babson campuses. The first shuttle starts at 7:40 AM at Wellesley College and the last shuttle returns to the College at approximately 9:30 PM.
- **Malls/Movies Shuttle:** This shuttle runs Saturday evenings only, between the College and retail/entertainment destinations in the Framingham/Natick area including stops at Natick Mall, AMC Theater on Flutie Pass, Barnes & Noble on Route 9 and Target on Cochituate Road. A round trip ticket on this shuttle costs \$3.00.
- **Zipcar:** Wellesley College has six (6) Zipcars on campus for use by the campus community. Zipcar accounts can be opened for individual use of the vehicles or faculty/staff have the option of using an existing department account.

In addition to the private shuttles/buses and Zipcar service noted above, the following public transportation options are also available to students, faculty and staff.

- **MWRTA - Route 8 Bus:** This bus route runs between Natick Community Center and the Woodland MBTA station in Newton, with various stops along the way, including at the Wellesley College campus (Alumnae Hall stop), Wellesley Square MBTA station and Wellesley Hills MBTA station. The bus runs on a Monday through Friday schedule.
- **MBTA Commuter Rail:** The Wellesley Square commuter rail stop on the Worcester/Framingham line is located approximately 1/3rd mile from the intersection of Central Street/Weston Road and provides the College a great commuting option.

CONSTRUCTION TRAFFIC

Since the Project is still in the permitting phase, construction-related planning and scheduling is in a very preliminary stage of development. More details will be available when the final construction plans are developed. The following information is based on the contractor's current planning considerations, and may be subject to change during later stages of design development and leading up to the start of construction.

Primary construction employee vehicle access to the campus is provided by existing roadways from both the east and west along Route 135 (Central Street) and Route 16 (Washington Street), each of which connects to the regional highway system. A review of previously collected traffic data indicated that observed weekday peak commuting hours along these roadways occur between 7:15 AM and 8:15 AM; and, between 5:00 PM and 6:00 PM, respectively.

It is likely that construction employee trips to the site will generally occur daily between 6:00 and 7:00 AM (coming in to work); and between 3:30 and 4:30 PM (leaving after work). Since a majority of the construction employee trips occur outside of the area roadway peak hours, it is expected that the effect of these trips on area roadway operations would be minimal.

Upon their arrival on the campus, construction personnel will be directed to park in designated areas and walk to the construction area. In addition to designated areas within the existing parking supply, Wellesley College has a preliminary plan to provide construction parking in a temporary lot east of Dower Hall. Planning for this temporary lot is in the early stages and is anticipated to be reviewed by the Wellesley Zoning Board of Appeals prior to construction. Under any circumstances, construction parking will not spill out onto the public roadway system.

Additional construction traffic information, such as construction hours, estimated truck volumes, contractor employee counts, etc. will be submitted by the Contractor as part of the Site Plan Approval submission when such information is available.



June 21, 2018

Blythe Robinson, Executive Director
Town of Wellesley
525 Washington Street
Wellesley, MA 02482

Attn: Meghan Jop
Assistant Executive Director

Re: Wellesley College – Science Center Addition

Dear Ms. Robinson:

As requested, BETA Group, Inc. (BETA) has reviewed the Project of Significant Impact (PSI) Application for the proposed Science Center Addition intended for Wellesley College. The PSI was submitted by Vanasse Hangen Brustlin, Inc. (VHB) on May 9, 2018.

The proposed science center addition is the final phase of a four component modernization plan to upgrade and modernize the Wellesley College Science Center for improved research and learning. The four phases were described as follows:

- Modularity / Temporary Trailers – Under Construction
- L & E Wing Renovations – Site Plan Approval; Building Permit Pending
- Global Flora Greenhouse – Site Plan Approval; Building Permit Pending
- Science Center Addition – PSI Review Pending

As stated in this PSI and previous PSI for the Temporary Trailers, the modernization plan is not intended to increase student or staff population on campus, but rather to improve the facilities for which the existing student and faculty body utilize. As such, the PSI have stated that no outside traffic impacts are expected as any traffic related changes with respect to the project will occur after they arrive on-site.

Based on this notion, much of the provided traffic study is identical to that provided in the June 15, 2017 PSI for the Temporary Trailers which was reviewed by BETA on June 23, 2017. These sections include:

- Traffic Volumes collected in December 2014
- Existing Traffic Analysis for the intersection of Central Street (Route 135) at College Road (Primary Site Drive) for the Morning and Evening Commuting Peak Hour
- Sidewalk Inventory for the surrounding area collected in October/November 2014
- Summary of Transportation Services On Campus

These sections were previously reviewed in earlier phases of the modernization plan. The primary difference in this PSI resides with respect to on-site parking. As a result, this review will focus on that aspect of the PSI.

Based on the documentation in the PSI and the provided site plans, the project intends to provide approximately 99,200 square feet of laboratory space, classrooms, faculty offices, and greenhouse space. This effort will remove and replace approximately 99,800 square feet of existing space including the Sage Hall and adjacent teaching greenhouses. Upon completion the temporary trailers are also

Blythe Robinson, Executive Director

June 21, 2018

Page 2 of 2

intended to be removed. While under construction, the proposed science center addition will displace approximately 36 parking spaces in addition to those that are currently displaced by the temporary trailers (89 spaces). The project will permanently remove 26 parking spaces within the area of the science center. Upon completion of the Science Center Addition and the removal of the temporary trailers, approximately 58 parking spaces will be reinstated in the Grey Lot.

A parking study; completed on Thursday, May 3rd, 2018; revealed that the existing campus provides approximately 1,406 parking spaces. It was noted that the site actually provides more parking, though several spaces were closed or restricted at the time of the inventory. It was also noted that several areas are marked as "No Parking" but people choose to park there anyways.

The parking study examined the number of parked vehicles in the morning, midday, and afternoon hours. At its peak, the study found approximately 1,122 parked vehicles during the midday hours; approximately 80% capacity. Based on the parking study, the Applicant states that the existing site provides ample parking supply despite the reduction/displacement of parking spaces associated with the project.

While parking may be available and currently unused in places such as the parking garage, the parking study revealed people choosing to park closer to buildings in areas that are not intended as actual parking spaces.

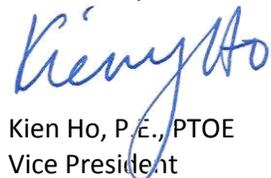
- 1. Recommend the Applicant explore measures to ensure vehicles are parking in a safe and non-restrictive manner.**

The PSI Application states that construction personnel will be directed to designated parking areas, and will walk to the construction site. In addition to the designated areas, the Applicant is intending to construct a temporary parking lot east of Dower Hall (approximately 10 minute walk from the Science Center). The PSI states that the temporary lot will be used for construction parking. It was noted that this temporary lot is still in the planning stages and is intended to be reviewed by the Wellesley Zoning Board of Appeals.

- 2. Clarify if all construction parking will occur within the temporary lot, or if the construction parking will compete with campus parking in regular student and staff lots.**
- 3. Discuss construction duration and how long the parking will be displaced.**
- 4. Clarify if construction traffic related to material delivery will have any impacts on Central Street and Washington Street through Wellesley Square.**

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Kien Ho, P.E., PTOE
Vice President

cc: Tyler de Ruiter, P.E.
Job No: 5475-11

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TOWN OF WELLESLEY



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BLYTHE C. ROBINSON
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

Date: June 26, 2018

To: Catherine Johnson, Chair
Planning Board

From: Ellen Gibbs, Chair
Board of Selectmen

RE: Wellesley College, Science Center Addition, PSI-18-01

At the meeting of June 25, 2018, the Board of Selectmen voted unanimously (5-0) to approve the Transportation Evaluation Memorandum prepared by VHB dated May 9, 2018, as being professionally prepared and providing sufficient evidence that the traffic conditions resulting from the proposed 99,200 square feet of laboratory space, classrooms, faculty offices and greenhouses proposed to replace the 99,800 square foot portion of the existing Sage Hall and teaching greenhouses will meet the Town's Project of Significant Impact standards for traffic, pedestrian and bicycle safety as presented. The Board considered and discussed the Transportation Evaluation on June 25, 2018 and also reviewed and discussed peer review input and suggestions from Kien Ho of Beta Group Inc.

The project does not meet the PSI threshold for a Roadway Impacted by Development as it will not generate 20 or more vehicles at a signalized intersection related to the project in a single direction during any single hour and will not increase in ADT by 5%.

The PSI standards for pedestrian and bicycle circulation require sidewalks within a walking distance of 600 feet of the Project to be provided. The project proponent has analyzed the sidewalks within 600 feet of Wellesley College. The Selectmen find the evaluation acceptable and offer no further recommendations.

The Selectmen and Chief of Police concur with Beta's recommendations which include:

1. Recommend the Applicant ensure vehicles are parking in a safe and non-restrictive manner by constructing the proposed temporary parking lot for construction vehicles.
2. Require all construction parking to occur within the temporary lot.
3. Maintain construction routes established under the PSI 17-02 Temporary Trailers.

Attachments: June 21, 2018 Beta Review of VHB Traffic Evaluation

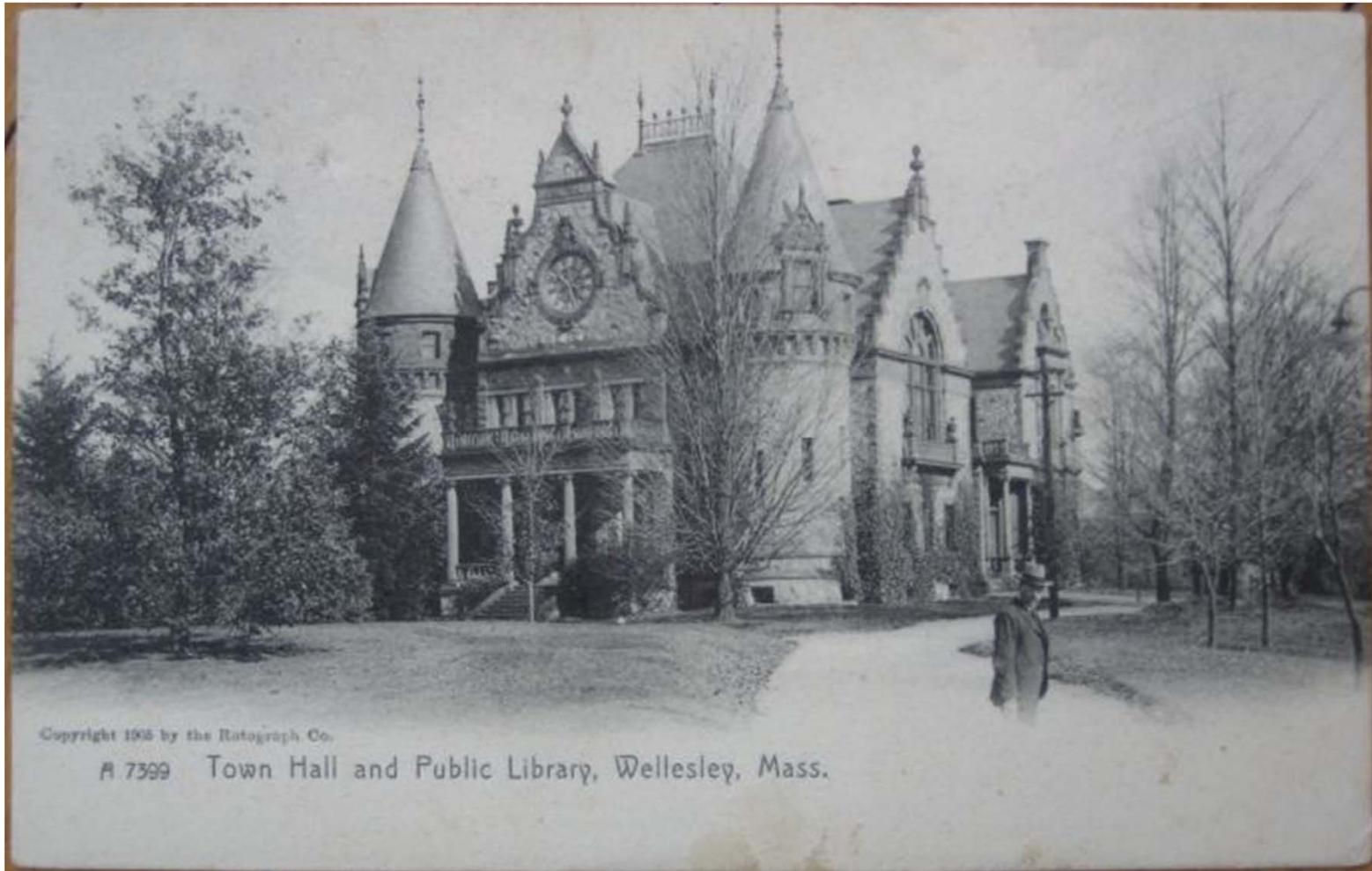
4. **McGinley Kalsow Presentation – Town Hall Interior Visioning**

Wendall Kalsow and Ryan Foster will be present at the meeting, along with members of the Committee to review the attached PowerPoint presentation regarding their findings for the needs of the interior of Town Hall. Since their selection to address this work earlier this year they have conducted a study of the existing and future space needs of the occupants of the building, a review of the building's systems, handicap accessibility deficiencies, and parking deficiencies. They along with the committee have researched the history of the building and the park, and met with the NRC and the Historical Commission to discuss options with them.

As you will see in the presentation, they have concluded that Town Hall lacks the appropriate amount of space to conduct even our current operations, and if we plan for projected future needs as well as possibly bringing FMD back into a Town building, the space needs range from an additional 6,300 sq. feet to as much as 15,000 square feet. They will also show you where an addition could go to the building, and what the impacts of adding the required amount of parking could look like. At this point the Committee would like the Board's feedback on our findings and the architect's recommendation, as well as whether or not we should pursue an addition to the building or some other location. We have given some thought to locations where an annex to Town Hall could go, and your feedback on that would be helpful as well. With all of this the architect can go forward and finalize the report which is due to the Town in September after which we can decide whether we are forging ahead to request design funds for the interior at next year's annual town meeting.

NO MOTION

Wellesley Town Hall



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A 7399 Town Hall and Public Library, Wellesley, Mass.



McGinley Kalsow
& Associates, Inc.
ARCHITECTS & PRESERVATION PLANNERS

June 25, 2018

Town Hall Interior Utilization and Visioning Study

Project Update

Presentation to Board of Selectmen

June 25, 2018

Presentation Outline

- Introduction of Architects and Team
- Project Background
- RFP Process and Scope of Work
- McGinley Kalsow Update
- Next Steps

Project Background

Interior Study

- \$100,000 FY18 Cash-Capital Project
- Focus on Space Utilization & Visioning

Goal: Best utilize existing space for most appropriate
Town functions

Key Questions to Address:

- What functions should remain at TH?
- What functions could be relocated?
- What modifications would be needed at TH?

RFQ Process

Milestones of the Study:

November 15, 2017	RFQ issued
January 5, 2018	Interviews
February 8, 2018	Signed Contract
January 4, 2019	Final DRAFT report to be submitted

Key Goals of the Study:

- 1) Develop program requirements for TH.
- 2) Identify benefit/challenges to an addition to TH.
- 3) Engage with critical decision makers in relation to an addition to TH
- 4) Provide building/site requirements for a non-site specific TH Annex.

Study Scope of Work

- Task 1: Existing Conditions Investigation
- Task 2: Building Code and Historic Review
- Task 3: Visioning and Programming
- Task 4: Analysis and Conceptual Design
- Task 5: Project Cost and Schedule
- Task 6: Prepare Report
- Task 7: Meetings and Presentations

Mass Architectural Access Board (MAAB)

- 3 “Permanent” Variances Granted February 14, 2018
- 16 “Time” Variances Granted February 14, 2018
 - Update to board required every 6 months starting November 1, 2018
 - Time variance ends 3 years after the substantial completion of Exterior Restoration Project (September 2022)
- 14 Accessibility deficiencies are currently under contract and will be corrected by the end of 2018



Wellesley Town Hall
 Accessibility Upgrades
 525 Washington St.
 Wellesley, MA 02482
 Town of Wellesley

Date: 04/26/18
 Scale: 3/16" = 1'-0"
 Drawn By: MAS
 Reviewed By: FS
 Project No: 1787.04

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 South Weymouth, MA 02157
 617.425.8901 - www.mcginkalsow.com

Ground Floor -
 Square Footages

No.
 A4-5

Department Legend

- Building Department
- Circulation
- Common Space
- Custodian
- Mechanical
- NRC
- Parking Clerk
- Planning
- Restrooms
- Storage
- Zoning

Circulation Net Areas	
Name	Area
Entry	78 SF
Lobby	277 SF
Corridor	376 SF
Service Entry	33 SF
Stairs	104 SF
Elevator	50 SF
Corridor	130 SF
Corridor	113 SF
Stair	118 SF
	1276 SF

Mechanical Net Areas	
Name	Area
Electrical Room	96 SF
Mech. Room	251 SF
Boiler Room	152 SF
Mech. Room	81 SF
Telephone Equipment Room	46 SF
Mech	18 SF
Mech	19 SF
Mech	663 SF

Planning Dept_Net Areas_Ground Floor	
Name	Area
Storage	54 SF
Planning Department	483 SF
Town Planner	87 SF
Planning Director	97 SF
	721 SF

NRC_Net Areas_Ground Floor	
Name	Area
Natural Resource Commissions	454 SF
Office	108 SF
Office	117 SF
	680 SF

Storage_Net Areas_Ground Floor	
Name	Area
Micro-Film	77 SF
Storage	144 SF
Copy	39 SF
Office & Storage	212 SF
Storage	66 SF
	537 SF

Parking Clerk_Net Areas_Ground Floor	
Name	Area
Parking Clerk	89 SF
CL	4 SF
	92 SF

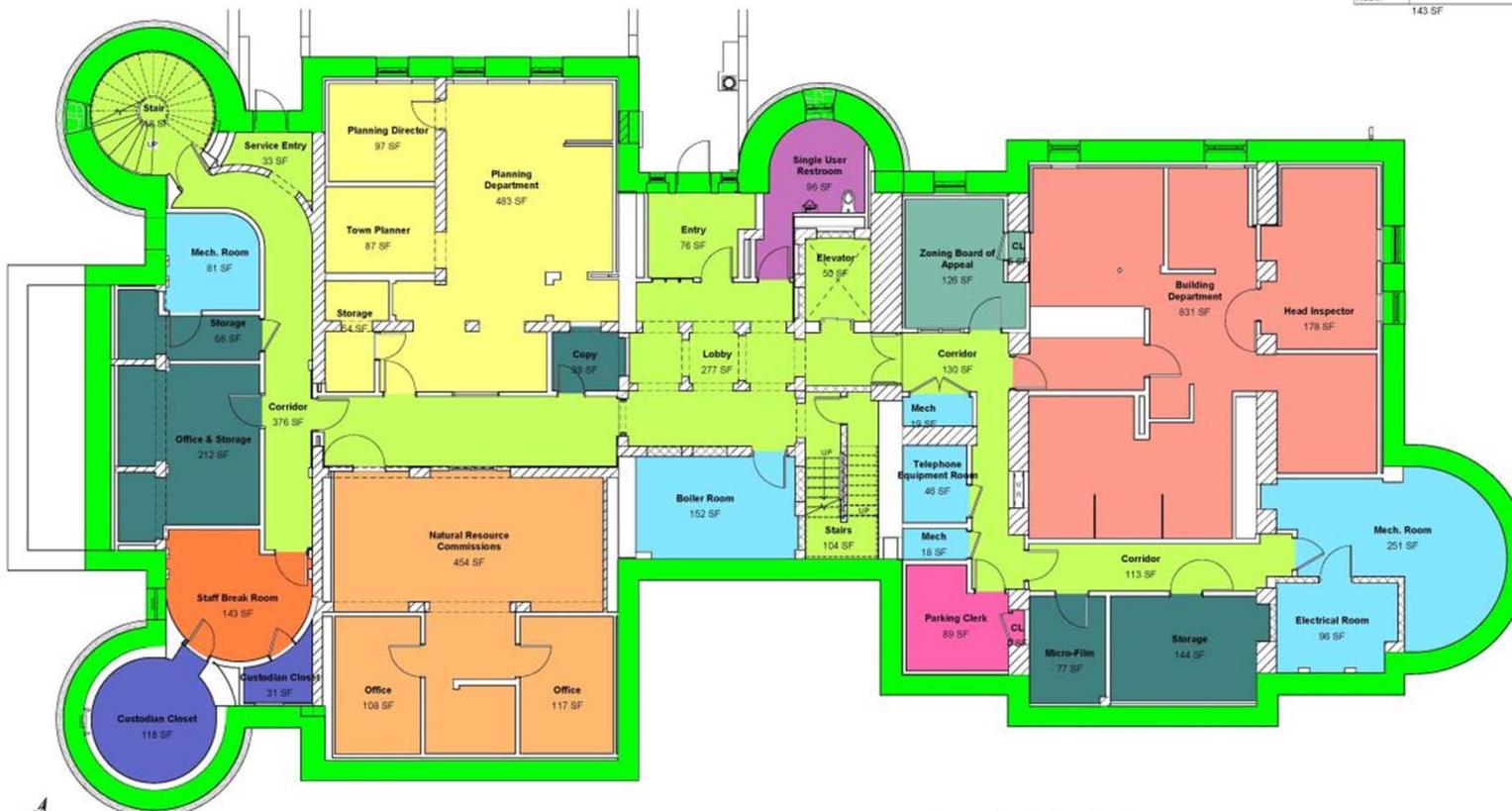
Custodian_Net Areas_Ground Floor	
Name	Area
Custodian Closet	31 SF
Custodian Closet	118 SF
	149 SF

Building Dept_Net Areas_Ground Floor	
Name	Area
Building Department	831 SF
Head Inspector	178 SF
	1009 SF

Zoning_Net Area_Ground Floor	
Name	Area
Zoning Board of Appeal	126 SF
CL	5 SF
	131 SF

Single User Restroom	
Name	Area
Single User Restroom	96 SF
	96 SF

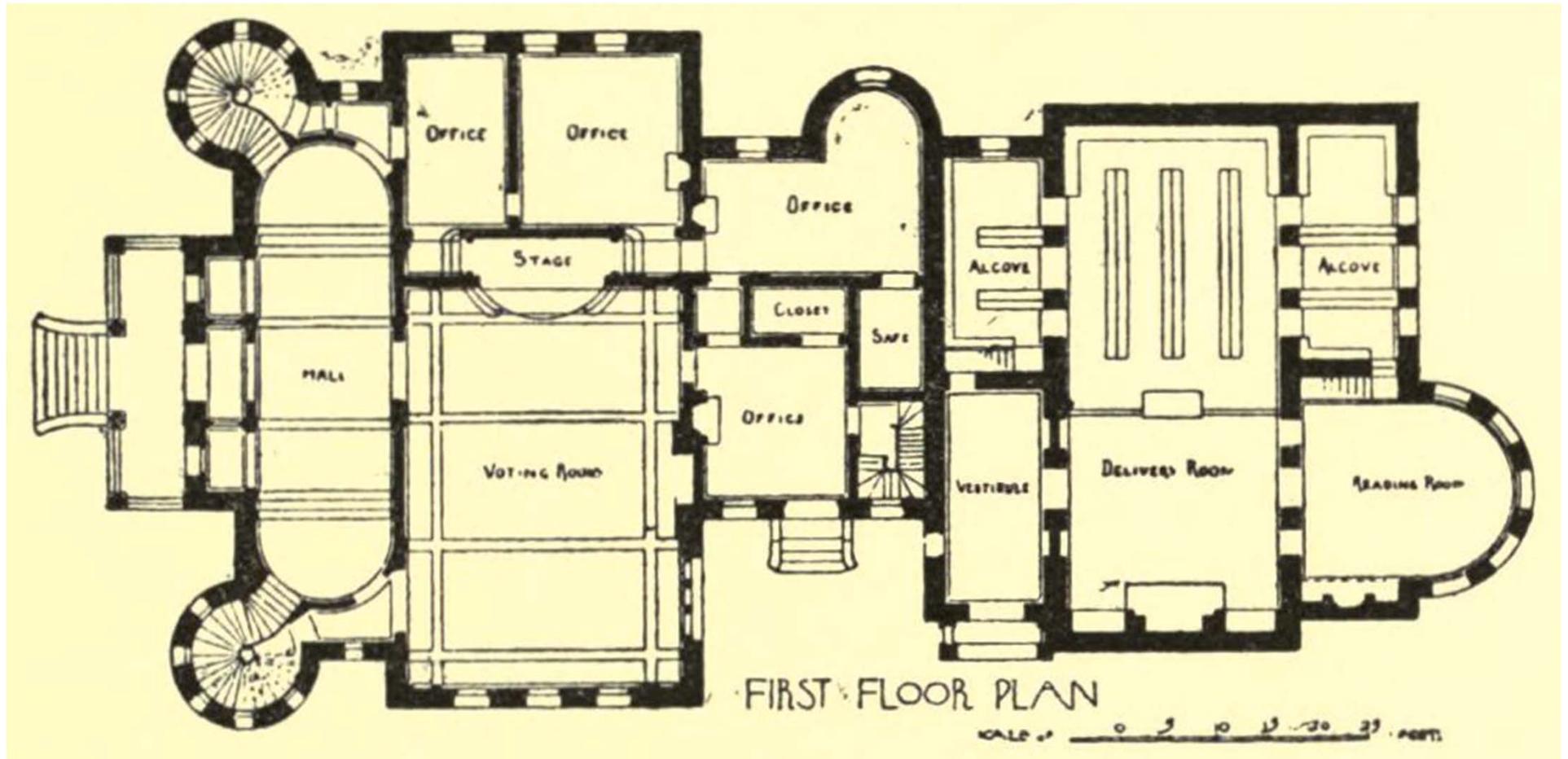
Common Space_Net Area_Ground Floor	
Name	Area
Staff Break Room	143 SF
Room	143 SF



GROSS S.F. = 7,637

1 00 GROUND FLOOR PLAN-SQUARE FOOTAGES
 3/16" = 1'-0"

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Wellesley Town Hall
 Accessibility Upgrades
 525 Washington St.
 Wellesley, MA 02482
 Town of Wellesley

Date: 04/26/18
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 Reviewed By: FS
 Project No: 1787

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 124 Broadway, P.O. Box 41248
 South Weymouth, MA 02158-0248
 617.425.3901 - www.mcginleykalsow.com

First Floor - Square Footages

No. A4-6

Department Legend

- Assessors
- Audio/Visual
- Circulation
- Common Space
- Mechanical
- Public Hall/Conference Rooms
- Restrooms
- Storage
- Town Clerk
- Treasurer/Collector
- Veteran's Office

Circulation_Net Areas_First Floor	
Name	Area
Lobby	604 SF
Lobby	524 SF
Vestibule	40 SF
Elevator	55 SF
Entry	190 SF
Stair	92 SF
Stair	99 SF
Lobby	126 SF
	1719 SF

Town Clerk Net Areas	
Name	Area
Town Clerk Staff	458 SF
Office	94 SF
Office	81 SF
Fire Rated Storage	92 SF
CL	Not Placed
	715 SF

Treasurer/Collector Net Areas	
Name	Area
Treasurer/Collector Staff	472 SF
Office	156 SF
Office/Conference	383 SF
CL	15 SF
	1016 SF

Assessor's Net Areas	
Name	Area
Town Assessor	204 SF
Assessor's Office	402 SF
Closet	27 SF
	632 SF

Mechanical_Net Areas_First Floor	
Name	Area
Mech.	4 SF
Mech.	8 SF
	11 SF

Audio Visual_Net Areas_First Floor	
Name	Area
Cable TV Booth	30 SF
	30 SF

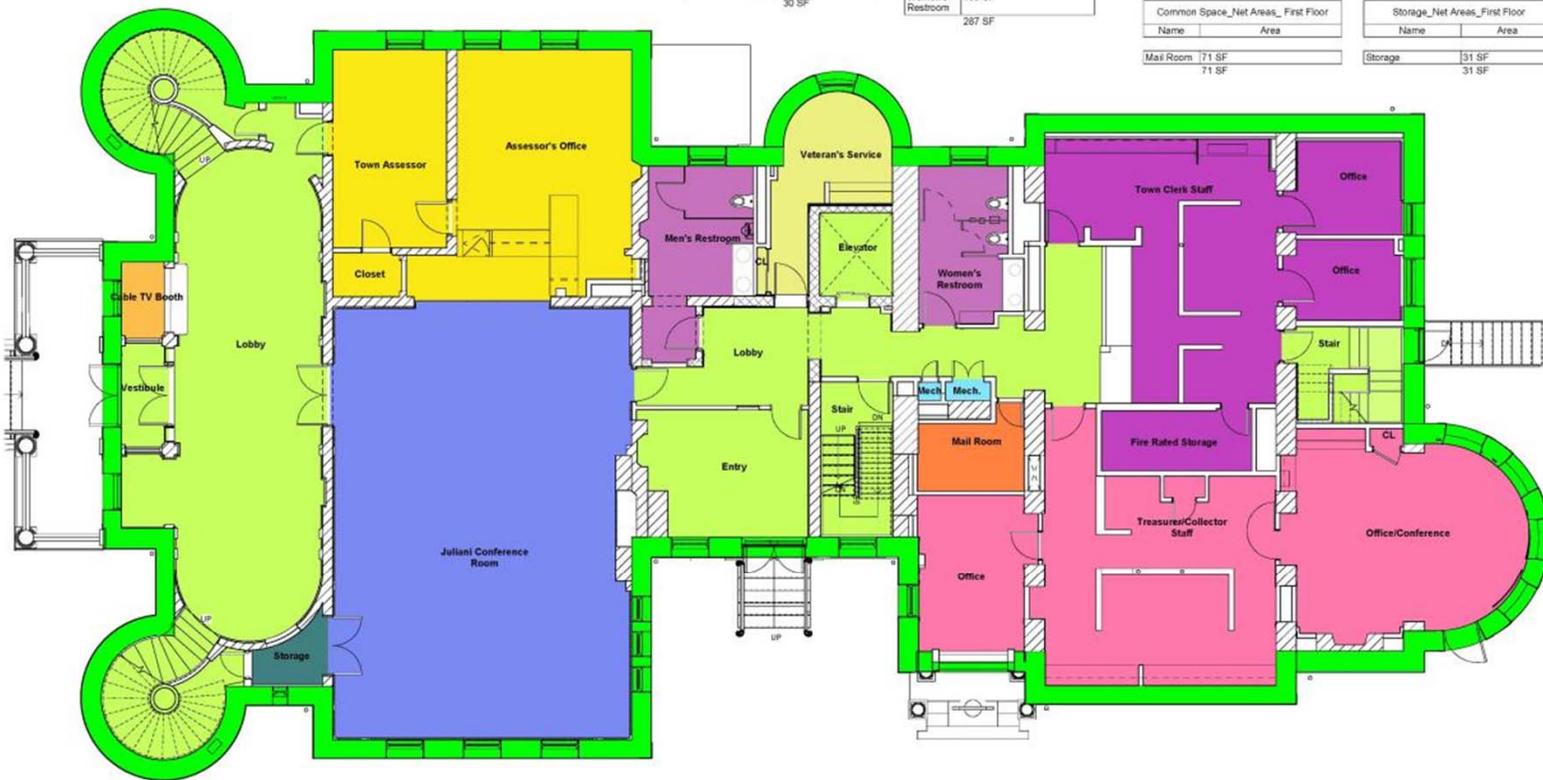
Restrooms_Net Areas_First Floor	
Name	Area
Men's Restroom	155 SF
Women's Restroom	133 SF
Women's Restroom	15 SF
	287 SF

Public Hall/Conference Rooms	
Name	Area
Juliani Conference Room	1133 SF
	1133 SF

Veteran's Office	
Name	Area
Veteran's Service	133 SF
CL	4 SF
	136 SF

Common Space_Net Areas_First Floor	
Name	Area
Mail Room	71 SF
	71 SF

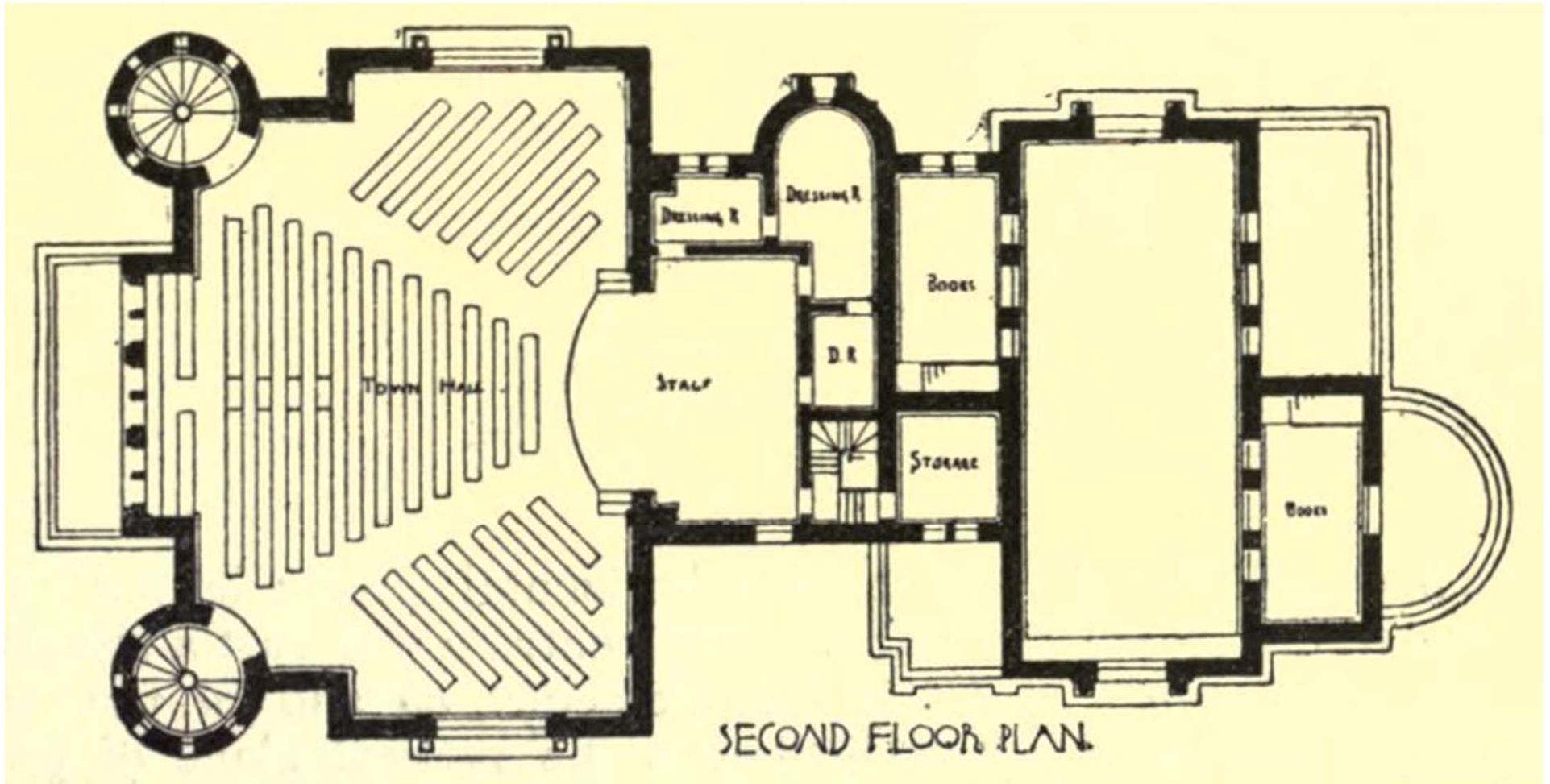
Storage_Net Areas_First Floor	
Name	Area
Storage	31 SF
	31 SF



1 01 FIRST FLOOR PLAN - SQUARE FOOTAGES
 3/16" = 1'-0"

GROSS S.F. = 7,394

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Wellesley Town Hall
 Accessibility Upgrades
 525 Washington St.
 Wellesley, MA 02482
 Town of Wellesley

Date: 04/26/18
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 Project No: 1787

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 Somerville, MA 02145
 617.421.9001 - www.mkgkalsow.com

Second Floor -
 Square Footages

No. A4-7

Department Legend

- Circulation
- Common Space/Restrooms
- HR
- IT
- Mechanical
- Public Hall/Conference Rooms
- Retirement
- Sustainable Energy
- Youth Director

Circulation_Net Areas_Second Floor	
Name	Area
Second Floor West Corridor	68 SF
Second Floor West Corridor	73 SF
Elevator	58 SF
Corridor	113 SF
Stair	123 SF
Stair	99 SF
Stair	126 SF
Stair	129 SF
Stair	831 SF

IT_Net Areas_Second Floor	
Name	Area
IT Director	101 SF
IT	401 SF
IT Storage	63 SF
GIS Office	149 SF
IT Equipment Room	420 SF
IT Storage	177 SF
	1312 SF

HR_Net Areas_Second Floor	
Name	Area
Human Resources	383 SF
Office	76 SF
Conference Room	146 SF
Office	112 SF
Office	90 SF
Office	806 SF

Mechanical_Net Areas_Second Floor	
Name	Area
Mech Room	65 SF
Elect. CL	8 SF
Mech	4 SF
	77 SF

Public Hall/Conf RM_Net Area_Second	
Name	Area
Great Hall Lobby	445 SF
Great Hall	1725 SF
	2170 SF

Retirement_Net Areas_Second Floor	
Name	Area
Retirement Office	148 SF
CL	4 SF
	150 SF

Common Space_Net Areas_Second Floor	
Name	Area
Men's Restroom	77 SF
Women's Restroom	97 SF
	174 SF

Sustainable Energy_Net Areas_Second	
Name	Area
Sustainable Energy	45 SF
	45 SF

Youth Director_Net Areas_Second Floor	
Name	Area
Sustainable Energy	45 SF
	45 SF



1 02. SECOND FLOOR PLAN - SQUARE FOOTAGES.
 3/16" = 1'-0"

GROSS S.F. = 7,079

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Wellesley Town Hall
 Accessibility Upgrades
 525 Washington St.
 Wellesley, MA 02482
 Town of Wellesley

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Third Floor -
 Square Footages

No.
A4-8

Department Legend

- Circulation
- Finance
- Public Hall/Conference Rooms
- Selectman's
- Storage

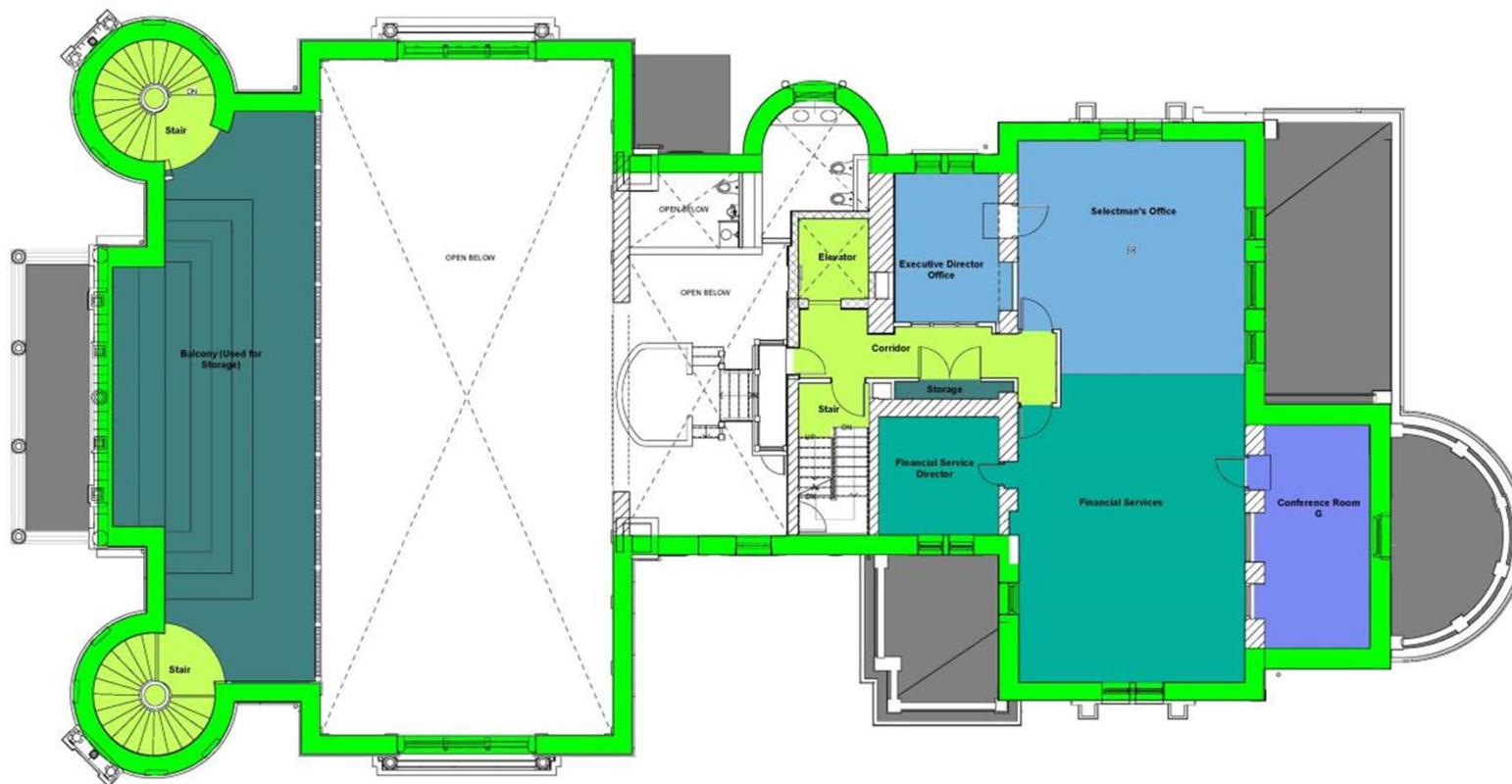
Finance_Net Areas_Third Floor	
Name	Area
Financial Services	649 SF
Financial Service Director	134 SF
Director	793 SF

Selectman's_Net Areas_Third Floor	
Name	Area
Executive Director Office	151 SF
Selectman's Office	Not Enclosed
CL	Not Placed
Selectman's Office	480 SF
	631 SF

Circulation_Net Areas_Third Floor	
Name	Area
Elevator	55 SF
Stair	101 SF
Corridor	139 SF
	295 SF

Public Hall/Conf.RM_Net Area_Third Floor	
Name	Area
Conference Room G	234 SF
	234 SF

Storage_Net Areas_Third Floor	
Name	Area
Balcony (Used for Storage)	899 SF
Storage	19 SF
	918 SF



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1 03 THIRD FLOOR PLAN - SQUARE FOOTAGES
 3/16" = 1'-0"

GROSS S.F. = 3,879

Data Net Area	
Name	Area
Tel/Data/Room	52 SF
Circulation Net Area	52 SF

Circulation Net Area	
Name	Area
Public Space	1049 SF
Entry Net Area	1049 SF

Public Space	1049 SF
Entry Net Area	1049 SF

Entry Net Area	
Name	Area
Entry Foyer	78 SF
	78 SF

Entry Foyer	78 SF
	78 SF

Kitchen Net Area	
Name	Area
Kitchen	89 SF
	89 SF

Kitchen	89 SF
	89 SF

Meeting Rooms Net Area	
Name	Area
Large Conference Room/Library	399 SF
Small Conference Room/Library	152 SF
	551 SF

Large Conference Room/Library	399 SF
Small Conference Room/Library	152 SF

Small Conference Room/Library	152 SF
	551 SF

	551 SF
--	--------

Offices Net Area	
Name	Area
Project Manager	127 SF
Finance Manager	205 SF
Custodial Manager	114 SF
Operations Manager	114 SF
Maintenance Manager	114 SF
Director	178 SF
Design & Construction Manager	118 SF
Project Manager	114 SF
Proj. Assist.	38 SF
Office Assist.	38 SF
Clerk	38 SF
Clerk	38 SF
	1237 SF

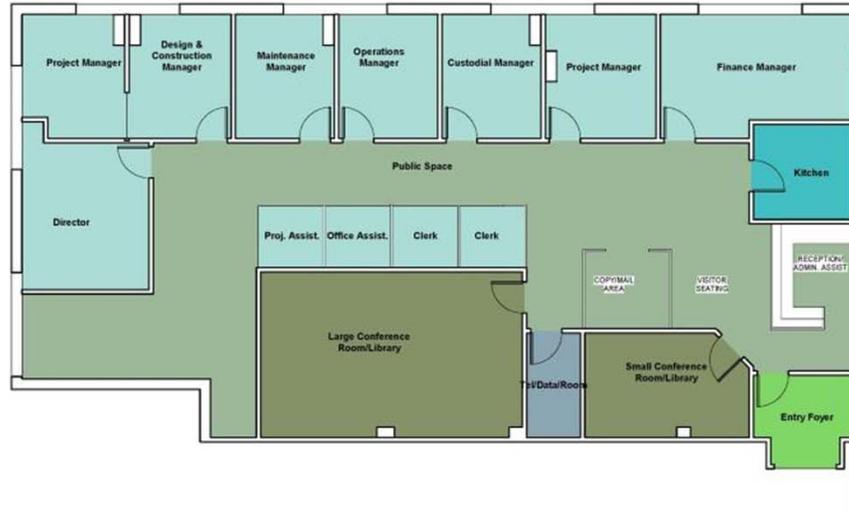
Project Manager	127 SF
Finance Manager	205 SF
Custodial Manager	114 SF

Operations Manager	114 SF
Maintenance Manager	114 SF
Director	178 SF

Design & Construction Manager	118 SF
Project Manager	114 SF
Proj. Assist.	38 SF

Office Assist.	38 SF
Clerk	38 SF
Clerk	38 SF

Clerk	38 SF
	1237 SF



GROSS S.F. = 3,897



Wellesley Town Hall

888 Worcester St. Suite 370

Owner

REV 1 : 01/01/2016

Date: 05/15/18
 Scale: 3/16" = 1'-0"
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 Reviewed By: Checker
 Project No: Project Number

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FMD Offices

No.

A4-13

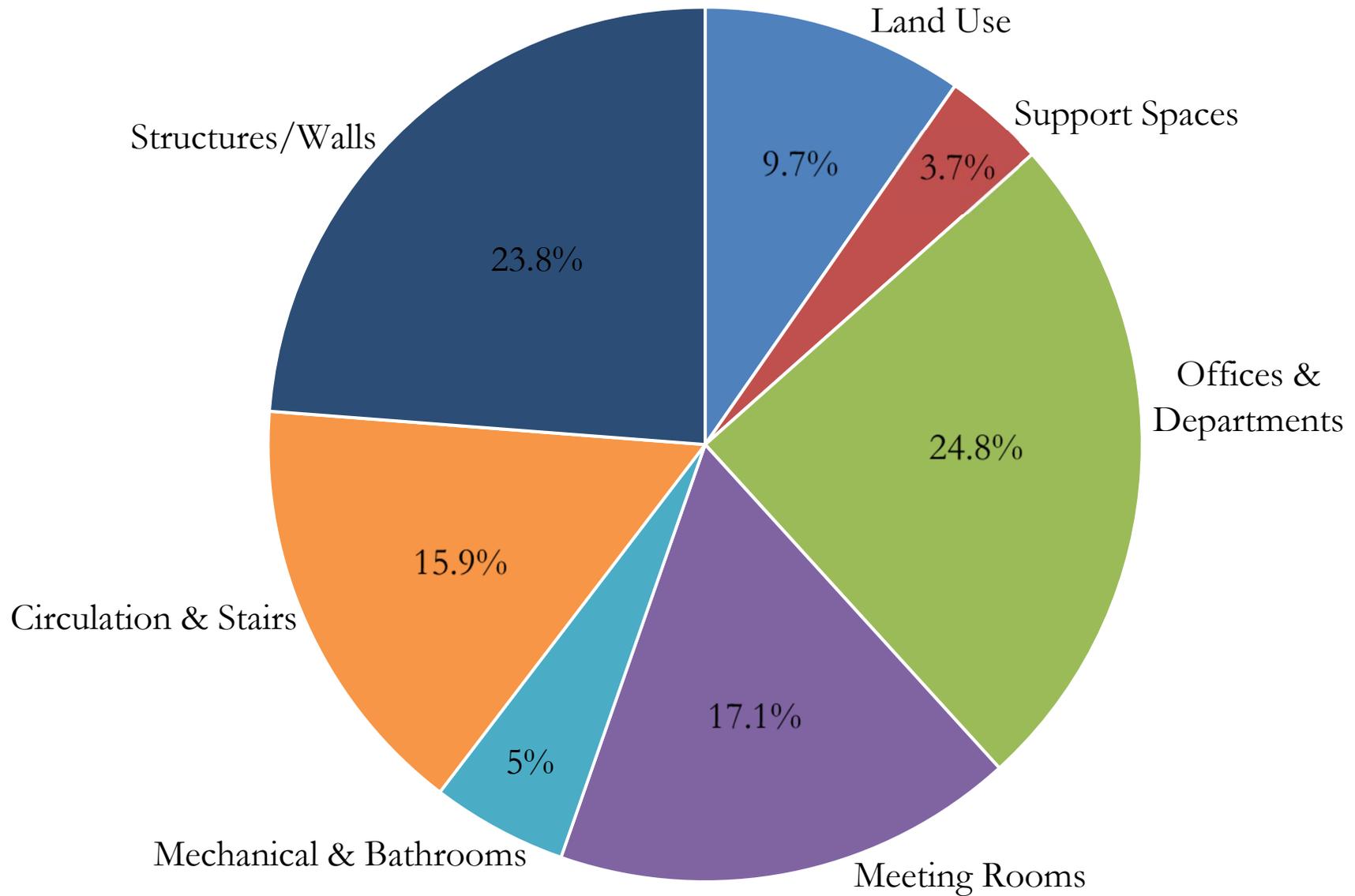
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① FMD Office Areas
 3/16" = 1'-0"

Space Needs Summary

Space	GSF	Percentage
Land Use	2,518	9.7%
Support Spaces	978	3.7%
Offices & Departments	6,445	24.8%
Meeting Rooms	4,443	17.1%
Mechanical & Bathrooms	1,308	5%
Circulation & Stairs	4,113	15.9%
Structures/Walls	6,184	23.8%
TOTAL	25,989	100%

Gross Square Footage



Mechanical, Electrical, Plumbing + Fire Protection Summary

Goals & Assumptions:

- 30+ year service life
- Energy conservation/life cycle cost analysis
- Good indoor air quality
- Systems viewed in context of comprehensive renovation project

Recommendation:

- Substantially new MEP + FP systems with selective re-use of existing components

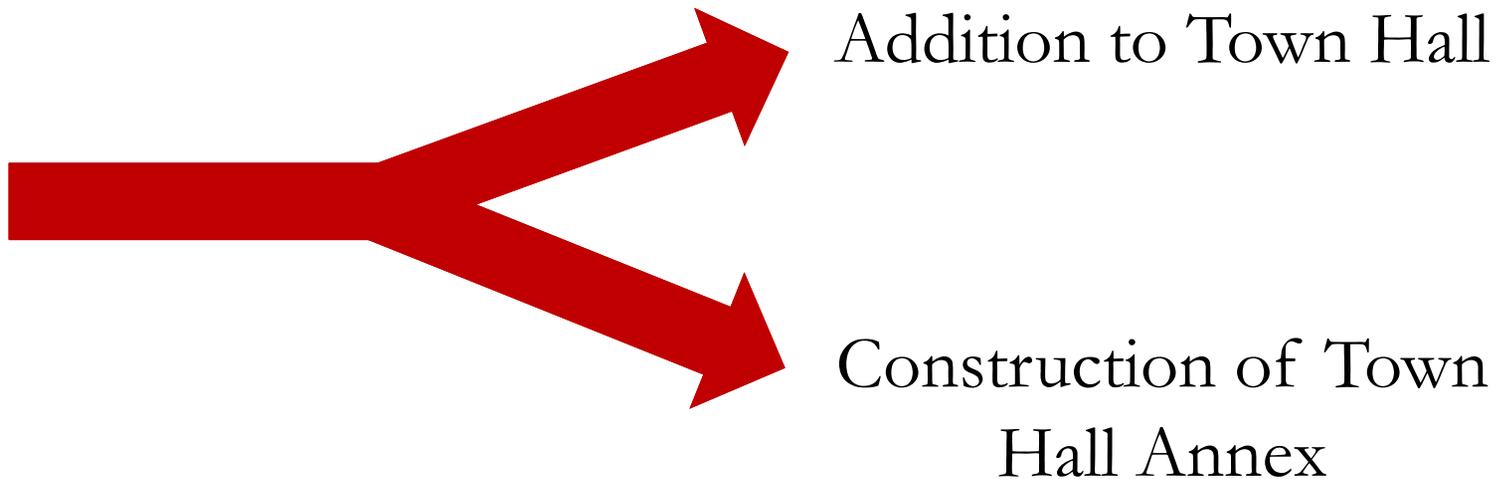
Existing Building Limitations

- Non-accessible bathrooms, circulation, and public space
- Lack of Storage
- Lack of office meeting space
- Poor circulation and wayfinding
- No flex space or room for growth
- Inadequate office size and layouts

Program Options

Option	Description	Existing GSF	Additional GSF	Total GSF
--	Existing Structure	26,000	0	26,000
A	No Program Change	26,000	6,500	32,500
B	Includes Proposed Program Changes	26,000	9,300	35,300
C	Includes Program Changes & Facilities Management Dept.	26,000	13,500	39,500

Choosing a Direction



Additional Space Options

Option	Area (GSF)	Pros	Cons
A No Program Change	6,500	<ul style="list-style-type: none"> Least expensive 	<ul style="list-style-type: none"> Doesn't address program needs Doesn't add meeting rooms Not long term solution
B Includes Proposed Program Changes	9,300	<ul style="list-style-type: none"> Adds space for 6 future staff Adds 3 small meeting rooms 	<ul style="list-style-type: none"> Compromise solution Facilities Management remains as free-standing department
C Includes Program Changes & Facilities Management Dept.	13,500	<ul style="list-style-type: none"> Adds space for 6 future staff Adds 3 small meeting rooms Brings Facilities Management to central location Maximum consolidation of Town Services 	<ul style="list-style-type: none"> Most expensive Most adverse parking situation Very difficult to get approval for additional parking









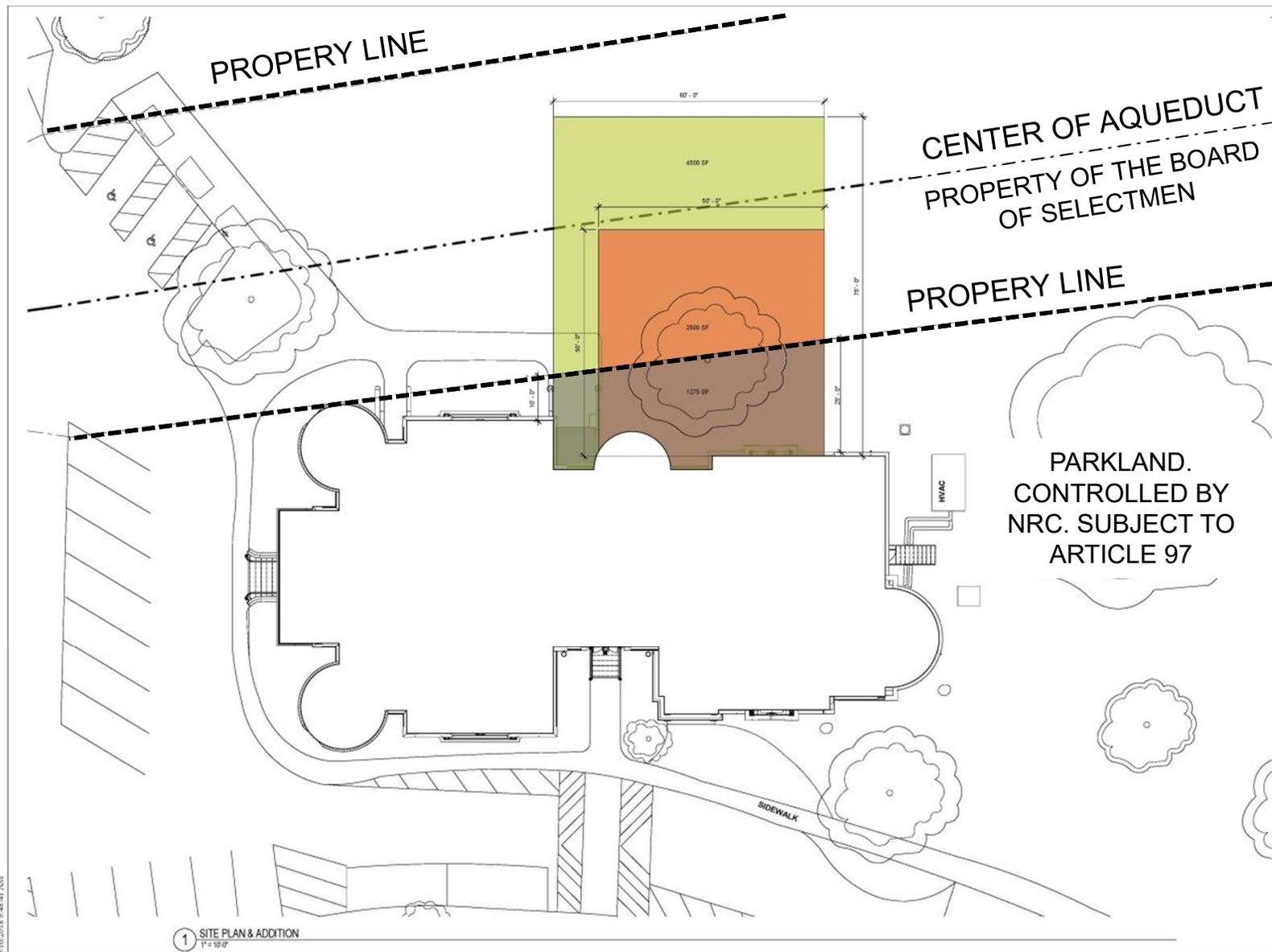
Wellesley Town Hall
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 Town of Wellesley

Date: 05/16/18
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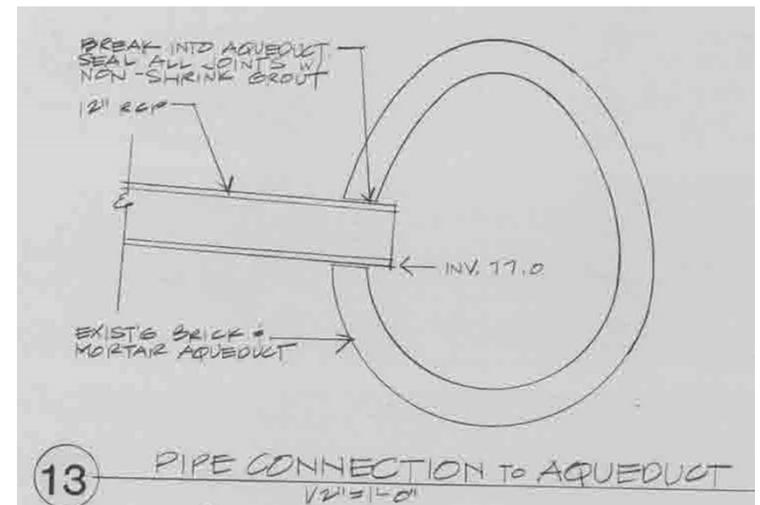
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 Somerville, MA 02143
 617.625.5961 - www.mgkpk.com

SITE PLAN/ADDITION

No. A0-01



Aqueduct Section



Article 97

Description: Use of Park Land for non-Park purposes

- Unanimous Approval from NRC
- Unanimous Approval from Board of Selectmen
- 2/3 approval from Town Meeting
- 2/3 approval from State Legislature

NRC Meeting

- Town Hall Utilization Study Discussion: Minor changes for MAAB compliance and potential for Town Hall addition. (NRC Minutes May 21st 2018)
- NRC very concerned about adverse impact of any additional parking
- NRC willing to discuss and review impact of potential addition and what land exchange would be acceptable

Existing Condition

58 Parking Spaces *

Wellesley FMD - June 2018



* 26 additional park spaces required per the Zoning Bylaw, existing parking is permitted as a pre-existing, non-conforming condition.

Option A

46 Additional Spaces *

Wellesley FMD - June 2018

6,300 sqft.
Addition



* By expanding Town Hall by 5%, full compliance to the Zoning Bylaw would be required. A variance for “shared parking” an option.

Option B
55 Additional Spaces

9,300 sqft.
Addition

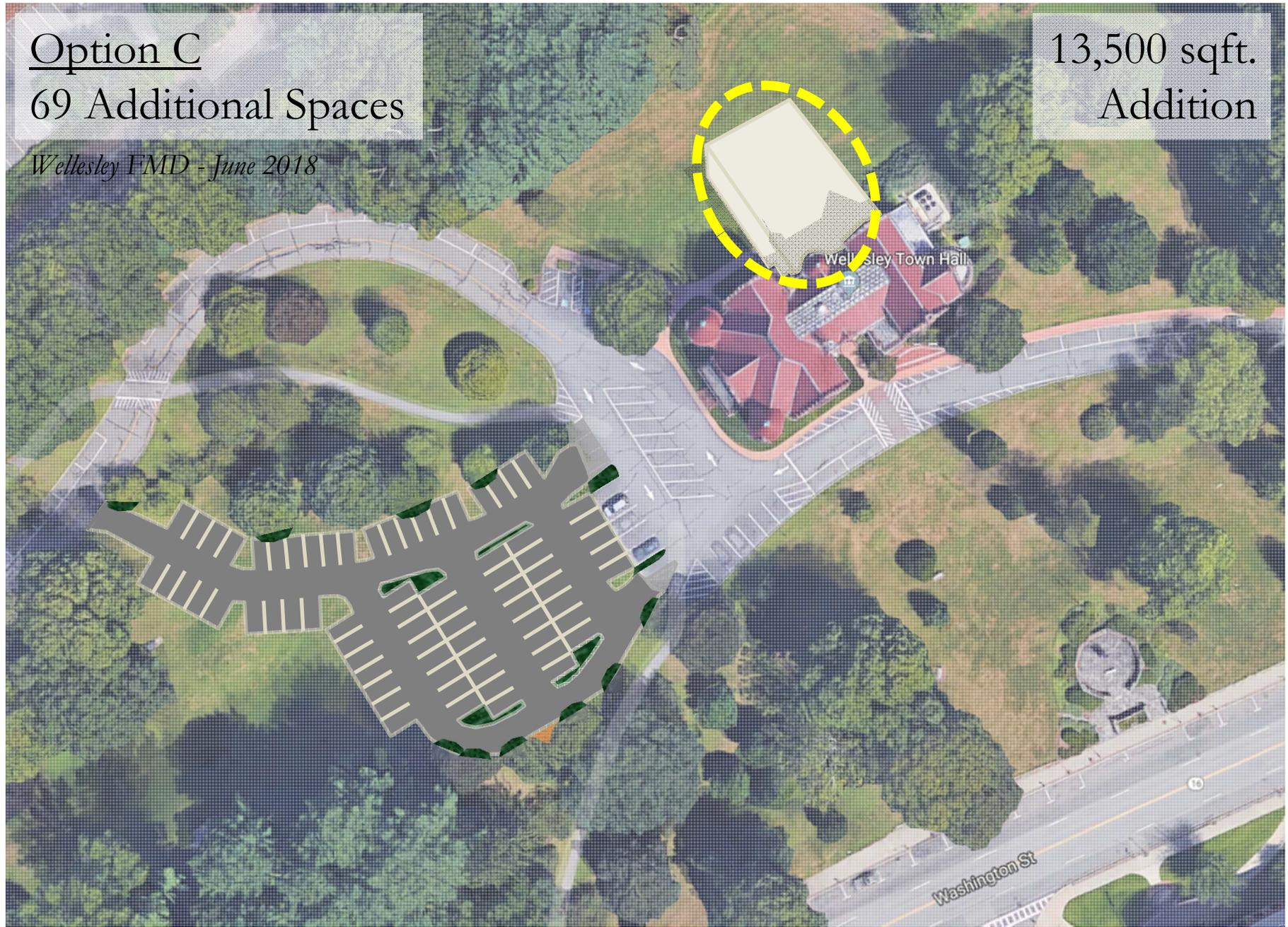
Wellesley FMD - June 2018



Option C
69 Additional Spaces

Wellesley FMD - June 2018

13,500 sqft.
Addition



Parking Impacts

- Additional parking not required by zoning if no addition (Existing 58 spaces acceptable)
- If existing building was constructed in 2018 (84) parking spaces required
- Option A: 6,500 SF addition - 104 parking spaces
- Option B: 9,300 SF addition - 116 parking spaces
- Option C: 16,500 SF addition - 127 parking spaces

* Possible zoning relief if public parking spaces within 600 feet of property line

Historic Commission Meeting

- Historic Commission has no official review role
- Historic Commission's support or opposition will be important at Town Meeting

Preliminary reactions:

- Town Hall is most significant building in Wellesley
- The need for additional program space was generally recognized
- An addition should either faithfully replicate original design and construction or be wildly different
- An addition should be a contemporary “landmark” quality addition like the additions to the Cambridge City Library or Isabella Stewart Gardner Museum
- An addition to the town hall is a terrible idea

Addition & Separate “Annex” Matrix

Text in Green = Advantages

Text in Red = Disadvantages

Criteria	Separate “Annex”	Addition
Management/ Program Efficiency	<ul style="list-style-type: none"> • Separates core town department functions into 2 groups • Loss of single, central location 	<ul style="list-style-type: none"> • There are clear management advantages to have core town departments at one location • Central location known to everyone
Park Land	<ul style="list-style-type: none"> • No loss of existing parkland. 	<ul style="list-style-type: none"> • Loss of parkland. Significant challenges of Article 97
Parking	<ul style="list-style-type: none"> • Reduces over-crowded parking situation, especially if land use departments relocated. 	<ul style="list-style-type: none"> • Additional parking will be required and is a major concern at NRC • Adversely impacts site circulation and traffic • Loss of additional parkland
Construction Cost	<ul style="list-style-type: none"> • Dramatically less expensive than addition because of unique challenges of an addition to Town Hall 	<ul style="list-style-type: none"> • Dramatically more expensive than Annex because of unique challenges of adding to Town Hall
NRC	<ul style="list-style-type: none"> • Retains existing parkland. Eliminates park land issues, Article 97 • Potentially reduces parking demand 	<ul style="list-style-type: none"> • Raises many complex issues, including Article 97 • Especially concerned about loss of land for parking
Historical Commission	<ul style="list-style-type: none"> • Eliminates the very difficult issue on how to successfully add a major addition to a very significant iconic historic building 	<ul style="list-style-type: none"> • Alters the most significant iconic historic building in Wellesley. • Presents a very difficult challenge in designing an addition which will be well received by the residents and be affordable

Next Steps

1. Public Forum to Solicit Input
2. Program Options – Additional GSF
 - A. 6,500 – No Program Change – Fix deficiencies
 - B. 9,300 – Minimum Program Change (add 6 staff, 3 meeting rooms)
 - C. 16,500 – Add FMD to “B”
3. How to Address Program Needs
 - I. Addition
 - II. Separate “Annex”
4. Come Back to BOS for Final Direction
5. MKA to Complete MAAB Time Variance Improvements by September 2022

5. Approve Alcohol Regulations for Town Buildings – Public Hearing

In order to amend the Town's alcohol regulations, the Board must schedule a public hearing which we have done for tonight. As you know, the purpose of bringing forward these changes are to bring our regulations up to date now that Town Meeting has approved the serving of alcohol in Town buildings (except for schools). The Attorney General has approved the general bylaw change from Town Meeting for this purpose, so we can move ahead to implement them once the 20-day waiting period has passed and the Board has authorized the amendments to the regulations. The attached regulations have been amended by Town Counsel for this purpose. Meghan will be prepared to review the changes with the Board. The public hearing has been advertised in the Wellesley Townsman, the draft regulations have been posted online, and have been distributed to the potentially impacted Town departments.

MOVE that the Board approve the proposed amendment to the Rules and Regulations governing alcoholic beverages.

XIX. TOWN BUILDING SPECIAL LICENSES

1. Qualifications. As provided in Article 49.19 of the Town Bylaws, the service and consumption of alcohol in or upon any Wellesley Public School building or grounds, as well as all Town-owned grounds including public ways is prohibited.
2. Application. Applicants for a Town Building Special License shall submit the following to the Licensing Authority at least 3 weeks prior to the event:
 - a. Documentation that all alcoholic beverages will be served by a Caterer licensed pursuant to MGL c.138, §12C, or a written statement that the Applicant has filed an application for a Temporary Special License.
 - b. Written approval from the elected Town board with the care, custody and control of the Town building that is the subject of the application.
 - c. A written certification to comply with all rules and regulations pertaining to the rental and/or use of Town building, including any specific requirements related to the service of alcohol in said building. Those using Town property must comply with all Town laws, regulation and guidelines.
 - d. If the applicant is not a Department of the Town, documentation of the applicant's status as a charitable non-profit organization.
 - e. Identification and relevant information about the responsible manager who will be on-site for the duration of the event supervising the service and consumption of alcohol. The name and relevant information of a back-up manager may also be provided.
 - f. A description of the event, including the following:
 - i. Purpose and theme of the event;
 - ii. Number of attendees;
 - iii. Hours of operation;
 - iv. Event layout and staffing;
 - v. Plan to ensure use of alcohol is restricted to the interior of the authorized Town building;
 - vi. Fees/pricing; and
 - vii. Other relevant information necessary to assist the Licensing Authority in its review of the application.
 - g. Relevant documentation including, but not be limited to, a copy of the event invitation, flyer, or letter of explanation regarding the event.
3. Duration. Any license issued pursuant to this section, shall only allow its holder to use the premises for the sale of alcoholic beverages on the date or dates specifically listed in the license.

4. Police Detail. Notice of the application shall be sent to the Police Department. If deemed advisable by the Chief of Police or the Licensing Authority, the applicant shall agree and be responsible for arranging for a police detail for the event as well as for applicable fees associated with a detail. In these situations, evidence that a police detail has been secured must be supplied before a license will be issued.

5. Insurance. Within three business days of the event, the non-profit charitable organization shall provide a certificate of insurance for liquor liability coverage in the amount of \$1,000,000/\$2,000,000 or more. The certificate of insurance shall include coverage naming the Town of Wellesley as additionally insured.

6. Service of Alcohol. All service of alcoholic beverages must comply with the terms of the Caterer's ABCC liquor license or a Temporary Special License, or such other license as may be applicable. Additionally, all individuals handling alcohol must have completed a program designed to train employees who engage in either package sales or pouring in methods of observation and detection to avoid selling or serving to intoxicated persons and/or minors within the last three years. Documentation of such compliance must be provided to the Licensing Authority at least three (3) days prior to the event.

6. **Execute Notice of Ground Lease, Ground Lease Certificate, and Estoppel Certificate for 900 Worcester Street**

The Town has been working with Brian Devellis and his attorney's to finalize three documents needed to complete his financing of the project. Brian is finalizing these with the lender on Tuesday, June 26th. Town Counsel has worked closely with Brian's attorney on these documents and has signed off on all three as being final.

The documents include the following:

Notice of Ground Lease: Verifies all applicable provisions of Landlord, Tenant, and terms of the existing lease.

Ground Lease Certificate: Allows for the lender in providing the loan to verify the Town and Wellesley Sports Center have agreed to the terms of the lease.

Estoppel Certificate: Document allows the Town to acknowledge that the Agreement shall serve as written notice under the Lease sufficient to entitle Wellesley Sports Center to mortgage the Leasehold Estate and to entitle Lender to all the benefits of a Permitted Institutional Mortgagee under the Lease, including without limitation any rights to notice and cure and rights to enter into a New Lease with Ground Landlord as provided in the Lease and in this Agreement.

MOVE that the Board approve and execute the Notice of Ground Lease, Ground Lease Certificate, and Estoppel Certificate for 900 Worcester Street.

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, notice is hereby given of the following Ground Lease (the “Lease”):

LANDLORD: Town of Wellesley, a Massachusetts municipal corporation with an address at 525 Washington Street, Wellesley, Massachusetts 02482.

TENANT: Wellesley Sports Group, LLC, a Delaware limited liability company with an address at 41 North Road, Suite 203, Bedford, Massachusetts 01730.

PREMISES: The land known as 900 Worcester Street, Wellesley, MA, shown as Parcels No 10 and 10-T on Assessor’s Map No. 192 and described in a Quitclaim Deed of the Roman Catholic Archbishop of Boston to the Town of Wellesley recorded in the Norfolk Registry of Deeds in Book 32719, Page 343, containing eight (8) acres, more or less.

EXECUTION DATE OF LEASE: As of March 2, 2017.

TERM: Fifty (50) years from the Term Commencement Date (as defined in the Lease), unless sooner terminated as provided in the Lease.

EXTENSION OR RENEWAL RIGHTS: The Lease may be extended for up to two (2) additional twenty (20) year terms upon the mutual agreement of both Landlord and Tenant.

OTHER PROVISIONS: The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions.

[signature pages follow]

[Landlord Signature page to Notice of Lease]

Executed under seal as of the ____ day of June, 2018.

LANDLORD:

Town of Wellesley

By its Board of Selectmen

Ellen F. Gibbs, Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of June, 2018, before me, the undersigned notary public, personally appeared Ellen F. Gibbs, Chair of the Board of Selectmen of the Town of Wellesley, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Chair of the Board of Selectman of the Town of Wellesley

Notary Public:
My Commission Expires:

[Tenant Signature page to Notice of Lease]

Executed under seal as of the 26th day of June, 2018.

TENANT:

Wellesley Sports Group, LLC

By: ESG Associates, Inc., its Manager

By: _____
Brian DeVellis,
its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26th day of June, 2018, before me, the undersigned notary public, personally appeared Brian DeVellis, the President and Treasurer of ESG Associates, Inc., the Manager of Wellesley Sports Group, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and as the voluntary act and deed of ESG Associates, Inc., as Manager of Wellesley Sports Group, LLC .

Notary Public:
My Commission Expires:

GROUND LEASE CERTIFICATE

This **GROUND LEASE CERTIFICATE** (the "Certificate") is made as of this ___ day of June, 2018, by and among the Town of Wellesley, a Massachusetts municipal corporation (the "Ground Landlord"), and Wellesley Sports Center, LLC, a Delaware limited liability company (the "Ground Tenant"), in favor of Northern Bank & Trust Company, a Massachusetts trust company, its successors and assigns ("Lender").

RECITALS:

A. The Ground Landlord is the lessor and the Ground Tenant is the lessee under the Lease (as defined below).

B. Lender has agreed to make the Leasehold Loan (as defined below) to the Ground Tenant secured, *inter alia*, by the Leasehold Estate (as defined below).

C. As a condition precedent to making the Leasehold Loan, Lender has required that the Ground Landlord and the Ground Tenant execute a certain Ground Lease Estoppel Certificate and Agreement (the "GL Agreement").

D. Pursuant to the GL Agreement, Ground Landlord and Ground Tenant must deliver this Certificate.

AGREEMENT:

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by this reference with the same force and effect as if fully set forth herein.

2. **Definitions.** Unless defined in this Certificate, capitalized terms used shall have the meanings assigned to them in the GL Agreement. The following terms shall have the meanings indicated below:

a. *Lease* shall mean that certain Ground Lease by and between the Ground Landlord and the Ground Tenant, dated as of March 2, 2017, and all of the amendments, modifications, restatements, assignments, notices or memoranda of lease and other documents affecting such lease, listed on the attached *Schedule 1* and copies of each of which are attached to this Certificate.

b. *Leasehold Estate* shall have the meaning assigned to it in the GL Agreement.

c. *Leasehold Loan* shall have the meaning assigned to it in the GL Agreement.

3. **Certification.** Ground Landlord and Ground Tenant certify to Lender that (a) the documents listed as the Lease on *Schedule 1* are all of the documents composing the ground lease between Ground Landlord and Ground Tenant for the Leasehold Estate; and

(b) a fully executed, true, correct and complete copy of each of the documents listed on *Schedule 1* is attached to this Certificate.

4. **Reliance.** Ground Landlord and Ground Tenant acknowledge that Lender may rely upon the statements and provisions in this Certificate in making the Leasehold Loan.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

[Signature pages follow.]

GROUND LANDLORD

Town of Wellesley

By its Board of Selectmen

Ellen F. Gibbs, Chair, duly authorized

GROUND TENANT

Wellesley Sports Center, LLC

By: ESG Associates Inc., its Manager

By: _____
Brian DeVellis, President and Treasurer

Schedule 1

That certain Ground Lease, dated as of March 2, 2017, by and between the Town of Wellesley, a Massachusetts municipal corporation, and Wellesley Sports Center, LLC, a Delaware limited liability company, a true, complete and correct copy of which is attached hereto as *Exhibit A*.

Exhibit A

GROUND LEASE

This Ground Lease (this "**Ground Lease**") is entered into as of this 2nd day of March, 2017 by and between the Town of Wellesley, a Massachusetts municipal corporation, having a principal place of business at 525 Washington Street, Wellesley, Massachusetts (the "**Town**") and Wellesley Sports Group, LLC, a Delaware limited liability company having a place of business at 41 North Road, Suite 203, Bedford, MA (the "**Tenant**").

RECITALS

WHEREAS, pursuant to vote taken on Article 2 of the June 13, 2012 Wellesley Special Town Meeting as amended by Article 9 of the October 27, 2014 Wellesley Special Town Meeting, the Town acquired the fee interest in a certain parcel of land located at 900-910 Worcester Street, Wellesley, Massachusetts, shown as Parcels No 10 and 10-T on Assessor's Map No. 192 and described in a deed from the Roman Catholic Archbishop of Boston to the Town of Wellesley recorded in the Norfolk County Registry of Deeds in Book 32719, Page 343, containing eight (8) acres, more or less. The Town acquired the property for open space and recreational purposes and other general municipal purposes; and

WHEREAS, pursuant to the Town's Request for Proposals dated March 31, 2016 for the Ground Lease of Property Located at 900 Worcester Street, Wellesley, Massachusetts and the development thereon of a recreational facility (the "**RFP**"), the Town has accepted Tenant's proposal (the "**RFP Proposal**") for a lease of the Premises (as defined in Section 1.1 below) to construct certain improvements for use as a recreational facility, subject to the terms and conditions set forth herein; and

WHEREAS, concurrently herewith, Tenant and the Town have agreed upon Use Schedules for the hockey rinks and pools, as provided in **Exhibits D-1 and D-2**, respectively, and Surface License Agreements for the hockey rinks and pools, the forms of which are attached hereto as **Exhibits E-1 and E-2**, respectively, each of which may be amended from time to time by mutual consent of the parties before or after the effective date of same and are incorporated herein (the "**Use Schedules**" and "**Surface License Agreements**"); and

NOW, THEREFORE, The Town and Tenant agree as follows:

ARTICLE 1 PREMISES

1.1 Lease of Premises. The Town, for and in consideration of the rent, terms, covenants, agreements and conditions herein reserved and contained does hereby demise and lease to the Tenant, and the Tenant does hereby take and hire from the Town, upon and subject to the terms, covenants, agreements and conditions herein set forth, the following described premises (hereinafter called the "**Premises**"):

The Premises located at 900 Worcester Street, Wellesley, Massachusetts, consisting of approximately eight (8) acres, more or less, and shown as Parcels No 10 and 10-T

unforeseen subsurface condition at the construction site inconsistent with typical background conditions of a similar site, which shall prevent construction, or require a material redesign or change in the construction of, or materially adversely affect the completion schedule for, the Project, such determination to be made by a qualified engineer; (v) any unexpected or unforeseen subsurface environmental conditions on or from or otherwise affecting the Premises but not readily identifiable by visual inspection and which originated from the Premises; (vi) strikes, work stoppages or other substantial labor disputes; (vii) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by an Unavoidable Delay and/or could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefore; (viii) a change in Tenant Financing which could not have been reasonably anticipated by Tenant; or (ix) any unreasonable delay which is caused or created by a board or officer of the Town from whom a Required Permit (as defined in Section 3.3) is sought, provided that the Tenant shall have timely complied with the reasonable requests and requirements of any governmental authority. The time or times for performance under this Agreement shall be extended for the period of the Unavoidable Delay, and in calculating the length of the Unavoidable Delay, there shall be considered not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

3.2 Schedule of Performance. Subject to Unavoidable Delay, the Facility and Improvements shall be developed by Tenant in accordance with the construction schedule to be provided by Tenant and approved by the Town (the "Schedule of Performance"), and attached hereto as Exhibit B. Upon written request, Tenant shall submit to the Town on or before each deadline set forth in the Schedule of Performance satisfactory evidence that each deadline has been met. The satisfaction of the matters set forth in the Schedule of Performance by the dates set forth therefor is an essential part of this Ground Lease. In the event that the Town grants an extension of any such date, which the Town may grant or withhold in its reasonable discretion, the Town shall not be deemed thereby to be waiving any other rights hereunder or implying the extension of any other dates.

3.3 Required Permits.

(a) Tenant's obligations hereunder are subject to its receipt of and Tenant shall use diligent efforts to obtain, all final permits, approvals and licenses from governmental authorities, including the permits required under Section XVII.A. Project Approval of the Zoning Bylaws of the Town of Wellesley, Massachusetts and MEPA Environmental Notification Form if required ("Required Permits") required for construction and use of the Facility and all Improvements, and for any other alterations, removals, installations, additions, changes, replacements or improvements to the Premises (collectively, "Tenant Work"). Upon full or partial completion of the Project and prior to occupying any part of the Premises for any purpose other than constructing the Facility and Improvements, and upon completion of any other Tenant Work, Tenant shall obtain from each authority granting the final Required Permits or such other evidence of approval ("Required Approval") as may be necessary to permit such part of the Premises to be used and occupied for the Permitted Uses (as defined in Section 7.1 below). For Required Permits and Required Approval to be deemed "final," as required herein, all appeal periods applicable to such permits, licenses, approvals, and releases shall have expired without

an appeal having been taken, or if appeal has been taken, after successful resolution thereof and all further appeal periods having expired. In the event that Tenant reasonably determines that such Required Permits and Required Approvals contain conditions or requirements that materially alter the proposed project design or operation of the proposed project in a manner that would materially increase the cost of construction or operation, Tenant shall have the right to terminate this Lease by written notice to the Town. Notwithstanding the foregoing, the Tenant agrees that any permit conditions, requirements and/or costs associated with the traffic light signalization at the driveway to the Premises shall not be grounds for termination of this Ground Lease, provided such cost, including design, permitting and construction, does not exceed \$1,250,000, such cost to be determined prior to receipt of the Required Approvals. Tenant may occupy all or part of the Premises under temporary or conditional certificates of occupancy, but shall not be relieved from the obligation of obtaining permanent certificates of occupancy for the Facility and Improvements or other similar licenses or permits required to permit the Premises to be used and occupied for the Permitted Uses.

(b) The Town shall promptly execute and deliver any reasonable documents which may be necessary to obtain or maintain any Required Permit or Required Approval and shall further cooperate with Tenant in obtaining or maintaining any Required Permit or Required Approval, as Tenant may from time to time reasonably request; provided, however, that with the exception of zoning or other matters, where the Town's execution of petitions, application, appeals or other documents or joinder in proceedings may be required as a condition to Tenant's proposed action, the Town shall in no event be required to join in or become a party to any document or proceeding in which it will oppose the Town of Wellesley or the Commonwealth of Massachusetts or any agency, authority, branch, Town, division, office or subdivision of or for the Town of Wellesley or the Commonwealth of Massachusetts, nor shall the Town be required in connection with any such document or proceeding or otherwise to oppose in any way any policy previously established by the Town nor to take a position inconsistent with a position previously taken and made public by the Town. The Town shall not be required to incur any costs in connection with any documentation under this Section. Tenant agrees to reimburse the Town, in accordance with the customary requirements of applicable boards and commissions during the Required Permit application process within thirty (30) days from the Town's request, for any reasonable third party costs it may incur in connection with the review of such documentation.

(c) Tenant may contest, in good faith and on the same terms and conditions as provided in Section 7.4, the validity or applicability of any Legal Requirement (as defined in Section 7.3 below) which is the basis for any Required Permit or Required Approval.

3.4 Ownership. During the Term, the Facility and Improvements shall be vested in Tenant, and Tenant shall be entitled to any depreciation deductions and investment tax credits thereon for income tax purposes. Upon the expiration or earlier termination of this Ground Lease, title to the Facility and Improvements, including without limitation, utility lines not owned by the respective utility company, parking and loading areas, drainage facilities, and water and septic lines, facilities and equipment that are now or hereafter located on, installed in, or attached to, the Land and used in connection with the Project shall immediately vest in the

Town and shall be surrendered at that time in accordance with Section 12.1 below.

3.5 Manner of Construction; Cost of Project. Tenant shall timely construct the Facility and all Improvements and Tenant Work in a good and workmanlike manner, in compliance with Legal Requirements as defined in Section 7.3 below and good engineering and construction practices. The Facility, Improvements and Tenant Work shall be constructed in material compliance with the Tenant's final plans, the Schedule of Performance, and in material compliance with any Permits. Tenant shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Project and Tenant Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated, developed, or environmentally sensitive area, all as required by any Permits. Tenant shall pay (or cause to be paid) all costs and expenses associated with any Facility, Improvements or Tenant Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold the Town Parties (as defined in Section 6.15 below) harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "Claims") attributable to the performance or failure to properly perform any Improvements or Tenant Work.

3.6 Repairs and Maintenance. The Tenant agrees to be solely responsible for maintaining the Premises and each and every part thereof throughout the Term of this Lease, and agrees, without limitation, to (i) ensure that the Premises are in compliance with Laws; and (ii) maintain the Premises in a sightly and safe condition throughout the Term. All work performed by the Tenant shall be done in a good and workmanlike manner consistent with the quality of the original construction and in compliance with all applicable Laws. The Tenant shall not permit or commit any waste. Tenant shall schedule any non-emergency repairs during times that the Facility is not scheduled for use by Town Hockey Users and/or Town Pool Users, both as defined below.

3.7 Tenant's Responsibility to Discharge Liens.

(a) If any mechanic's, laborer's or materialman's lien shall at any time during the Term be filed against the Premises, the underlying fee, or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming by, through or under Tenant, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Town may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by the Town and all costs and expenses incurred by the Town in connection therewith, together with interest at the prime rate of interest reported from time to time in the Wall Street Journal or any successor publication plus two percentage points (the "Default Rate")

from the respective dates of the Town's making of the payment or incurring of the cost and expense until paid in full by Tenant to the Town on demand.

(b) Notwithstanding the foregoing, Tenant may contest, in good faith by appropriate proceedings, at Tenant's sole expense, the amount or validity in whole or in part of any mechanic's, laborer's or materialman's lien, and may defer the discharge of record thereof, provided that:

- (i) Tenant shall provide the Town with security reasonably satisfactory to the Town or shall bond over to assure payment of contested items;
- (ii) Tenant shall immediately pay or shall bond over such contested item or items if the protection of the Premises or of the Town's interest therein from any lien or claim shall, in the reasonable judgment of the Town, require such payment;
- (iii) The Town shall not be required to join in any proceedings referred to herein unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of the Town. The Town shall not be subjected to any liability for the payment of any loss, costs or expenses in connection with any such proceedings, and Tenant shall defend, indemnify and save the Town Parties harmless from and against any such loss, costs and expenses; and
- (iv) Notwithstanding the provisions of Subsection (iii) above, the Town shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Town of Wellesley or the Commonwealth of Massachusetts or any agency, authority, branch, Town, division, office or subdivision of or for the Town of Wellesley or the Commonwealth of Massachusetts, nor shall the Town be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town nor to take any position inconsistent with a position previously taken and made public by the Town.

Subject to the foregoing, and without cost to it, the Town shall promptly execute and deliver any reasonable documents which may be necessary to permit Tenant so to contest any such lien and shall further cooperate with Tenant in such contest, as Tenant may from time to time reasonably request.

3.8 No Consent. Nothing contained in this Ground Lease shall be deemed or construed in any way as constituting the consent to payment by the Town, or request of the Town, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

3.9 No Agency Relationship. Based on (a) the provisions of the Uniform Procurement Act for the disposition by Lease of Town-owned property, and (b) interpretations of the purpose, intent, and scope of the bidding laws for public construction by Massachusetts courts and by the Attorney General's Business and Labor Protection Bureau, the Town and the Tenant separately expect and intend (without any warranty or representation by the other party with respect thereto) that this Ground Lease, including without limitation its provisions applicable to the Tenant's Work on the Facility and Improvements under Article 3, is not subject to bidding laws for public construction, including without limitation M.G.L. c. 149, §§ 44A-44J, M.G.L. c. 30, § 39M et seq., and M.G.L. c. 7C, § 54. In the event that a Court of competent jurisdiction issues a final, binding, conclusive Judgment that such bidding laws for public construction do apply to Tenant's work under Article 3 or other aspects of this Ground Lease, then the Town and the Tenant shall use best efforts to enter into a further written agreement within sixty (60) days (or such additional time as they may agree) from the entry of that Judgment as to how said bidding laws for public construction shall be complied with in conformity with said Judgment. In the event that, despite their best efforts, the parties fail to reach such an agreement within said sixty (60) days (or such additional time as they may agree), then either the Town or Tenant may elect to terminate this Ground Lease upon thirty (30) days' written notice to the other party.

ARTICLE 4 RENT

4.1 Rent. Commencing on the Term Commencement Date and continuing thereafter throughout the Term, Tenant shall pay to the Town annual Rent as provided in Rent Schedule I. Such annual Rent, as increased in accordance with said Rent Schedule I, shall be paid in monthly installments, payable in advance, on the first day of each month.

4.2 No Release of Obligations.

(a) No happening, event, occurrence or situation during the Term hereof, whether foreseen or unforeseen, and however extraordinary (including, without limitation, the Tenant's failure, refusal or inability for any reason to construct the Facility and Improvements) shall permit the Tenant to quit or surrender the Premises or this Lease or shall relieve the Tenant from its liability to pay the Rent and other charges under this Ground Lease, or shall relieve the Tenant from any of its other obligations under this Ground Lease, and;

(b) The Tenant waives any rights now or hereafter conferred upon, to the extent permitted by law, to quit or surrender the Premises leased hereunder, or any part thereof, or to any abatement, set-off, reduction or suspension of Rent on account of any such act, happening, occurrence or situation, except as otherwise provided herein.

4.3 Payment of Installments of Rent. Each installment of Rent shall be paid by check payable to the "Town of Wellesley, Massachusetts" and shall be delivered to the Town at its address for notice in Section 15.2, or such electronic payment method as shall be reasonably agreed upon by the Town and Tenant.

4.4 Additional Consideration. As further consideration for the Town's agreeing to enter into this Ground Lease, the Tenant shall provide:

(a) Preferred hockey rink use time in favor of the Town of Wellesley, its schools, Wellesley Youth Hockey, Dana Hall School, and any successor organizations (collectively, the "Town Hockey Users") as provided herein and in the Hockey Use Schedule attached hereto as Exhibit D-1. The Town or other Town Hockey Users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$330 per hour per sheet of ice and thereafter shall be calculated by taking the mean average of comparable facilities (taking into consideration the age and size of the facilities and their respective community demographics as compared to the rinks provided by Tenant). Initially, the following is a list of applicable comparable facilities: New England Sports Village (Attleboro) and Ice House (Canton). This list of comparable facilities may be changed by the parties upon mutual agreement. The Hockey Use Schedule is established annually on March 15th for the following hockey season (for the purposes hereof, a hockey season shall be September 1 through the following March 31 of any given school year) in the following manner: (i) the Town Hockey Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Hockey Users, but shall not be entitled to an increase in hours from the previous season without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents the cut-off date by which the Town Hockey Users may request a change to the Hockey Use Schedule for the next following season; and (iii) if no change is requested by March 15, the previous season's schedule shall remain in place for the following season.

(b) Preferred pool use time in favor of the Town of Wellesley, its schools, the Wellesley Swim Association, and any successor organizations (collectively, the "Town Pool Users") as provided herein and in the Pool Use Schedule attached hereto as Exhibit D-2. The Town or other Town Pool users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$30 per hour per lane. The Pool Use Schedule is established annually on March 15th for the following swimming season (which swimming season, for the purposes hereof, is defined as September 1 through the following March 31 of each school year) in the following manner: (i) the Town Pool Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Pool Users, but shall not be entitled to an increase in hours from the previous year without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents a cut-off date by which the Town Pool Users may request a change to the Pool Use Schedule for the following season; and (iii) if no change is requested by March 15, the previous year's schedule shall remain in place for the following season.

(c) The Parties' rights and obligations with respect to the Town's use of the hockey rinks and pools are further described and delineated in the Surface License Agreement(s) the forms of which are attached hereto as Exhibits E-1 and E-2, which Agreement(s) may be amended from time to time upon mutual consent of the Parties.

ARTICLE 5 TAXES AND UTILITIES

5.1 Taxes. Tenant shall pay and discharge as they become due, promptly and before

delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on the Premises or the improvements, or any part of same, or on Tenant's estate which may be a subject of taxation, or on the Town by reason of its ownership of the fee or any easements underlying this Ground Lease, during the entire term of this Ground Lease, saving and excepting only those taxes in this section specifically excepted.

5.2. Assessments. Specifically and without in any way limiting the generality of Paragraph 5.1 of this Section, Tenant shall pay all special assessments or levies or charges made by any municipal or political subdivision for local improvements, and shall pay them in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, Tenant may elect either mode of payment and its election shall be binding on the Town. If by making any such election to pay in installments any of such installments shall be payable after the termination of this Ground Lease or any extended term of this Ground Lease, such unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by the Town. All other taxes and charges payable under this section shall be prorated at the commencement and expiration of the term of this Ground Lease.

5.3 Contest. If Tenant shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this Ground Lease to be paid by Tenant, Tenant shall be permitted to do so, and to defer the payment of the tax or charge, the validity or amount of which Tenant is so contesting, until final determination of the contest, on giving to the Town written notice of the contest prior to the commencement of any such contest, which shall be at least twenty-one (21) days prior to delinquency, and shall protect the Town on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.

5.4. Rebates. All rebates on account of any such taxes, rates, levies, charges, or assessments, required to be paid and paid by Tenant under the provisions of this Ground Lease shall belong to Tenant. The Town will, on the request of Tenant, execute any receipts, assignments, or other acquittances that may be necessary in order to secure the recovery of any such rebates, and will pay over to Tenant any rebates that may be received by the Town.

5.5 Personal Property Taxes. Tenant shall pay promptly when due all taxes which may be imposed upon personal property (including fixtures taxed as personal property) in, on or within the Premises directly to the assessing party.

5.6 Utilities.

(a) Tenant shall pay, or shall cause to be paid, directly to the utility provider, all charges by any public authority or public utility for electricity, telephone, gas, and other services supplied or rendered to the Premises, and service inspections made therefor, whether called

charge, rate, tax, betterment, assessment, fee or otherwise and whether such charges are made directly to Tenant or through or in the name of the Town ("Utility Charges").

(b) The Town agrees to provide reasonable access rights and/or easements over the Premises to utility companies for the purposes of bringing and connecting utility service to the Premises.

(c) As provided above, subject to the approval of the Wellesley Municipal Light Plant, Tenant may, as part of its original construction or otherwise, install rooftop or other solar or alternative energy equipment to provide energy to the project, subject to limitations imposed by the Tenant's arrangements, from time to time, with Wellesley Municipal Light and Power and other permitting requirements in effect from time to time.

5.7 No Liability of the Town. The Town shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. The Town makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Facility and Improvements.

ARTICLE 6 INSURANCE AND INDEMNITY

6.1 Casualty Insurance. During the Term, after Tenant's Builder's Risk Insurance obligations have ceased, Tenant, at its sole cost and expense, shall keep in full force and effect property insurance on the Facility and Improvements and other property installed or used in, on or about any Improvement in amounts sufficient at all times to prevent the Town or Tenant from becoming a co-insurer under the provisions of applicable policies of insurance, but, in any event, at least equal to the full replacement cost thereof (exclusive of cost of excavations, foundations and footings), without deduction for depreciation, against all risks of direct physical loss or damage as may from time to time be included within the definition of an "All Risks Insurance Policy" and extended to include coverage against earthquake, earth movement, flood (including back-up of sewers and drains), sprinkler leakage, breakdown of boilers, machinery and electrical equipment, lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and demolition. Such insurance also shall cover increased cost of construction, demolition and debris removal coverage, and contingent liability arising out of the enforcement of building laws and ordinances governing repair and reconstruction and shall include an agreed amount endorsement satisfactory to the Town.

6.2 Builder's Risk. During the period of any construction or structural alteration of the Premises, the Facility or the Improvements, Tenant shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

6.3 Liability Insurance. Throughout the Term, Tenant shall maintain, for the benefit of the Town and Tenant, and identifying the Town as additional insured, commercial general

liability insurance against claims for personal injury, death, and property damage occurring upon, in or about the Premises, the Facility or the Improvements, and on, in or about the adjoining sidewalks and passageways (including, without limitation, personal injury, death, and property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) for at least One Million (\$1,000,000) Dollars per occurrence and Three Million Dollars (\$3,000,000) aggregate, including bodily injury and death and for property damage. If Tenant has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to the Town, and the Town's insurance shall be in excess thereto.

6.4 Personal Property Insurance. Throughout the Term, Tenant shall maintain personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on the Premises for perils covered by the cause of loss – special form (“special form”). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full insurable replacement value of the aggregate of the foregoing.

6.5 Automobile Liability Insurance. Throughout the Term, Tenant shall maintain, for the benefit of the Town and Tenant, and identifying the Town as additional insured, automobile liability insurance for all owned, hired, and non-owned vehicles in the amount of One Million Dollars (\$1,000,000) Combined Single Limit.

6.6 Umbrella Liability. Prior to the commencement of any construction or structural alteration and thereafter throughout the rest of the Term, Tenant shall maintain, for the benefit of the Town and Tenant, and identifying the Town as additional insured, umbrella liability insurance following the same form as the underlying general liability, automobile liability and employer's liability insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

6.7 Insurance Carried by Contractors. During the construction of the Facility and Improvements, Tenant shall require the construction manager and/or general contractor for the Project to maintain (i) for the benefit of Tenant and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the Project for at least One Million (\$1,000,000) Dollars per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than of Five Hundred Thousand Dollars (\$500,000); (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit; and (v) umbrella liability insurance following the same form as the underlying general, automobile and employer's liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit.

6.8 Insurance Carried by Architects and Engineers. During the planning and construction of the Facility and Improvements, Tenant shall require any Engineer, Architect and/or other design professional for the Project to maintain Professional Liability insurance

with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

6.9 Insurance Coverage Increases. The minimum coverage stated in this Section 6 shall be reviewed every three (3) years by the Town and Tenant, and shall be increased at such intervals if such increases are reasonably necessary to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury, death, and property damage.

6.10 Insurance Carriers, Policies. All insurance provided for in this Section 6 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A:X" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the Town and the Tenant. Any deductible amounts under any insurance policies required hereunder shall not exceed Twenty-Five Thousand (\$25,000.00) Dollars. Upon the execution of this Ground Lease, and thereafter not less than fifteen (15) days prior to the expiration dates from time to time of the policies required pursuant to this Section 6, binders of such insurance or, upon written request of the Town, duplicate originals of the policies, shall be delivered by Tenant to the Town.

6.11 Blanket Policy. Nothing in this Section 6 shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Section 6 under a blanket insurance policy or policies covering other properties as well as the Premises, provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by this Section 6, and (ii) such amounts so specified shall be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions of this Section 11.

6.12 No Separate Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Section 6 to be furnished by, or which may reasonably be required to be furnished by, Tenant unless the Town and Tenant are included therein as insureds, with loss payable as in this Ground Lease provided. Tenant shall immediately notify the Town of the placing of any such separate insurance and shall cause the same to be delivered as in Section 6.10 hereof required.

6.13 Adjustment. All policies of insurance provided for in Section 6 hereof shall name the Town and Tenant as the insureds as their respective interests may appear. The loss, if any, under such policies shall be adjusted with the insurance companies by Tenant, and shall be payable to Tenant. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Tenant Parties (as defined in Section 6.15 below) shall affect or limit the obligation of the insurance company so to pay the amount of

any loss sustained.

6.14 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least ten (10) days' prior written notice to the Town, Tenant and any Permitted Institutional Mortgagee (as defined in Section 10.2 below) named therein.

6.15 Indemnification.

(a) Tenant shall defend (with counsel reasonably acceptable to the indemnified party), indemnify and save the Town, and all board members, commissioners, employees, agents, servants, and licensees of the Town (collectively the "**Town Parties**") harmless against and from any and all Claims which may be imposed upon or incurred by or asserted against the Town Parties by reason of any of the following occurrences:

- (i) any work or thing done during the Term of this Ground Lease in, on or about the Premises or any part thereof, including during construction of the Improvements and Facility and any other Tenant Work, by Tenant or any other party other than the Town Parties;
- (ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, including any roadway, sidewalk or curb, parking areas, loading areas, drainage facility, or water, septic or sewer line, equipment or facility, appurtenant to or serving the Premises, during the Term of this Ground Lease by Tenant or any other party other than the Town Parties;
- (iii) any negligence or willful misconduct on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, guests, licensees, operators, or invitees (together with Tenant, the "**Tenant Parties**");
- (iv) any accident, injury or damage to any person or property occurring in, on or about the Premises, the Facility or any Improvement or any part thereof, including any roadway, sidewalk or curb, parking areas, loading areas, drainage facility, or water, septic or sewer line, equipment or facility, appurtenant to the Premises, unless the same occurs solely as a result of the gross negligence or wrongful act of any of the Town Parties; and
- (v) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Ground Lease on its part to be performed or complied with.

(b) The foregoing express obligation of indemnification shall not be construed to

negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under any other provision of this Ground Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Section 6. This Ground Lease is made on the express condition that the Town shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Tenant or any of the Tenant Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, the Facility or the Improvements, unless caused by the gross negligence or willful misconduct of the Town.

(c) The provisions of this Section 6.15 shall survive termination or expiration of this Ground Lease.

ARTICLE 7 USE OF PREMISES

7.1 Permitted Uses. The Premises and the Improvements shall be used exclusively for purposes of designing, constructing, developing and operating the Facility and Improvements (as described in Exhibit A) and accessory uses and structures which are ancillary thereto such as physical therapy, training, concessions, offices and conference facilities (collectively, the "Permitted Uses").

7.2 Abandonment of Use. Subject to Unavoidable Delays and, except during selection of a developer-operator sub-tenant, permitting and timely construction of the Facility and Improvements and thereafter during reasonable periods of repair, remodeling and/or restoration, Tenant covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses. If at any time after completion of permanent financing with a Permitted Institutional Mortgagee, the Premises shall be abandoned, deserted, or vacated by the Tenant (such decision to abandon, desert, vacate or discontinue construction or operation, the facilities located on the Premises shall be referred to as a decision to "Discontinue Operations"), the Town shall have the right, subject to the rights of the Permitted Institutional Mortgagees set forth in this Section 7.2, to terminate the Lease by written notice to Tenant, as provided in Article 10.2, and recover exclusive possession of the Premises. In the event the Town exercises its right to terminate the Lease under this Section 7.2, the Lease shall terminate sixty (60) days after the date of the Town's notice to Tenant thereof, unless within such sixty (60) day period, the Premises are leased and occupied in accordance with Section 7.1. Each Permitted Institutional Mortgagee shall have the same rights to cure as set forth in Article 10.2(c) and (d).

7.3 Legal Requirements. Throughout the Term of this Ground Lease, Tenant, at its sole expense, shall promptly comply with and shall cause all Tenant Parties to promptly comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, the Facility and the roadway, sidewalk or curb, parking areas, loading areas, drainage facilities, adjoining the same, the water, septic or sewer lines, equipment and facilities servicing the

Premises, the Facility and/or the Improvements or to the use or manner of use of the same or to any of the Tenant Parties, whether or not such law, ordinance, rule, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall affect the interior or exterior of Facility and/or the Improvements or any Tenant Work, or shall necessitate structural changes or improvements, or shall interfere with the use and enjoyment of the Premises (collectively, "Legal Requirements"). Tenant shall, in the event of any violation or any attempted violation of this Section by any Tenant Party, take steps, immediately upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same as the case may be.

7.4 Contests. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to the Town, the validity or application of any Legal Requirement, subject to Tenant providing the Town with written notice thereof on or before the date of contesting same, and further subject to the following:

(a) If, by the terms of any such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Premises or any part thereof and without subjecting Tenant or the Town to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject the Town to criminal liability or fine, and provided that Tenant (i) bonds over such lien or furnishes to the Town security, reasonably satisfactory to the Town, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; and

(c) The Town shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Town of Wellesley or the Commonwealth of Massachusetts or any agency, authority, branch, division, office or subdivision of or for the Town of Wellesley or the Commonwealth of Massachusetts, nor shall the Town be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town nor to take a position inconsistent with a position previously taken and made public by the Town.

7.5 Compliance with Insurance Requirements. Throughout the Term of this Ground Lease, Tenant, at its expense, shall observe and comply with the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises, and Tenant shall, without limiting any other requirements of this Ground Lease, in the event of any violation or any attempted violation of the provisions of this Section by any Tenant Party, take all reasonable steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

ARTICLE 8 TAKING

8.1 Award. In the event that the Improvements, Premises, Facility, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain (any such matters being herein referred as a "**Taking**"), the Town and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

8.2 Termination. If at any time during the Term of this Ground Lease there shall be a Taking of the whole or substantially all of the Facility, the Improvements or Premises, this Ground Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. For the purpose of this Article, "substantially all of the Facility, the Improvements or Premises" shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the Facility and Improvements such as to allow the economic and feasible operation thereof by the Tenant. Tenant's interest in any Taking award will equal the value to Tenant of the remaining Term of this Ground Lease, the value to Tenant of the use and enjoyment of the Facility and Improvements, and Tenant's relocation expenses insofar as relocation expenses are paid by the Taking authority (collectively, the "**Tenant's Share**"). The Town's interest in any taking by Condemnation will equal the value of its fee interest plus its remainder interest in the Facility and Improvements, if any (the "**Town's Share**"). All awards from the Taking will be divided between Tenant and the Town in the proportion that the Tenant's Share bears to the Town's Share.

8.3 Insubstantial Taking. If a portion of the Premises, Facility or Improvements is taken and Section 8.2 does not apply, then this Ground Lease will automatically terminate on the date of the Taking only as to the portion of the Premises, Facility or Improvements taken and this Ground Lease will continue in full force and effect. In such event, any partial Taking award shall be paid first to the Tenant in an amount equal to the greater of (i) the unamortized cost of any Improvements constructed by Tenant on the portion of the Premises subject to the Taking; or (ii) the amount necessary to discharge or, if such amount is insufficient, to reduce any Permitted Institutional Mortgage. The balance, if any, of the Taking award shall be paid to the Town.

8.4 Temporary Taking. If the whole or any part of the Premises, Facility or Improvements shall be the subject of a temporary Taking of one hundred twenty (120) days or less, this Ground Lease shall remain in full force, and the Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking that is within the Term.

ARTICLE 9 ENVIRONMENTAL

9.1 Environmental Laws Defined. "**Environmental Laws**" means, collectively, any

federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, M.G.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined in Section 9.4 below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

9.2 Tenant's Environmental Representations, Warranties and Covenants.

Tenant hereby represents, warrants and covenants as follows:

(a) Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials (as defined in Section 9.4 below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise used or handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.

(b) No activity shall be undertaken on the Premises by Tenant which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(c) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Town), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to

be paid at no expense to the Town all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.

(d) Tenant, upon execution of this Ground Lease, shall furnish the Town with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to M.G.L. c. 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Ground Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Town.

9.3 The Town's Environmental Representations, Warranties and Covenants. The Town hereby represents, warrants and covenants as of the date of the execution of this Ground Lease as follows:

(a) Except for Existing Contamination (hereinafter defined), neither the Town nor, to the Town's knowledge, the Premises (i) has received notice of any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Materials or environmental liabilities or violations with respect to the Premises, or (ii) is in, or with any applicable notice or lapse of time, or failure to take certain curative or remedial actions, will be in, either direct or indirect violation of any Environmental Laws. For purposes hereof, "**Existing Contamination**" shall mean any and all pollution or contamination caused by any Hazardous Material that previously existed or exists in, or was released onto the Premises as of the Commencement Date, the types and quantities of which have been disclosed in the Updated Due Diligence Investigation Results Report and the Permanent Solution Statement (both attached hereto as **Exhibit C**), along with their accompanying attachments, which are on file in Wellesley Town Hall.

(b) No activity shall be undertaken on the Premises by the Town which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

9.4 Hazardous Materials Defined. For purposes of this Ground Lease, "**Hazardous Materials**" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or

regulated by any Environmental Law.

9.5 Notices.

(a) Tenant shall provide the Town with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Town concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also shall provide the Town with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to the Town any documentation or records as the Town may reasonably request and which are in Tenant's possession and may be lawfully delivered to the Town, and the Town shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in the Town's possession and may be lawfully delivered to Tenant.

(b) Tenant or the Town shall immediately notify the other party in writing should Tenant or the Town become aware of (iii) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Town, Tenant or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (iv) any lien filed, action taken or notice given of the nature described in Sections 9.2(b) or 9.3(b) above; (v) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (vi) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

9.6 Environmental Indemnity. Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to the Town and save harmless the Town Parties for, from and against any and all Claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the Town Parties and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to the Premises, or as a consequence of the Tenant's interest in or operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties. Tenant does further agree and covenant that except as otherwise set forth in this Ground Lease, none of the Town Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions

made or taken by the Town on such property or as a result of any re-entry by the Town onto the Premises or otherwise. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Ground Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by the Town or Town Parties under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of the Town Parties; provided, however, that nothing contained herein shall prevent the Town from exercising any other rights under the Lease.

ARTICLE 10 TRANSFER OF TENANT'S INTEREST

10.1 Assignment by Tenant. Tenant shall not assign this Ground Lease or any interest in this Ground Lease or sublet or permit any other person to occupy or use the Premises or any portion thereof except as provided herein:

(a) Tenant may assign or sublet this Ground Lease or any interest therein upon written consent of the Town, which may not be unreasonably withheld, conditioned or delayed. For purposes hereof, the term assignment shall include a reorganization, dissolution or merger of Tenant or its general partner, whether by operation of law or otherwise, the admission of any new general partner or the withdrawal of its current general partner, or a transfer of fifty percent (50%) or more of the ownership interests in Tenant. Notwithstanding the foregoing, Tenant may enter into one or more leases with the following occupants of the facilities without the consent of the Town: (i) one or more concessions; (ii) physical therapy; and (iii) training. Any such sublease shall be made expressly subject to this Ground Lease and to the conditions hereof and provided that Town is provided with a copy of said sublease or other occupancy agreement and that such occupant carries insurance covering liability to property and persons of at least \$1,000,000 per occurrence and names the Town as an additional insured.

(b) Tenant shall not otherwise assign this Ground Lease or any interest in this Ground Lease or sublet or permit any other person, to occupy or use the Premises or any portion thereof without the prior written consent of the Town, which consent may be withheld in the Town's reasonable discretion, subject to the foregoing provisions.

10.2 Leasehold Mortgages.

(a) Notwithstanding anything to the contrary contained in this Ground Lease, Tenant may, upon written notice to the Town, given prior to closing, from time to time, encumber, hypothecate, assign or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders, a state agency lender, or other lenders, as partial security for a loan or loans (collectively, a "**Permitted Institutional Mortgage**"; the holder of such Permitted Institutional Mortgage, is referred to as a "**Permitted Institutional Mortgagee**".) Each such Permitted Institutional Mortgage shall be expressly subject to the terms and conditions of this Ground Lease. Tenant shall promptly deliver to the Town a true copy of the Permitted Institutional Mortgage and any assignment thereof. Tenant shall notify the Town of the address of the Permitted Institutional Mortgagee to which notices may be sent. The Town

and Tenant hereby agree that there shall be no cancellation, surrender or any modification of this Ground Lease that would adversely affect such Permitted Institutional Mortgagee's rights hereunder without the prior consent in writing of the Permitted Institutional Mortgagee. The Town will sign such consents and estoppel agreements and related documents in connection with said Mortgage(s) as may be reasonably required by any such Mortgagee(s).

(b) Permitted Institutional Mortgages not Assignment. For the purpose of this Section 11, the making of a Permitted Institutional Mortgage shall not be deemed to constitute an assignment or transfer of this Ground Lease, nor shall any Permitted Institutional Mortgagee, as such, be deemed an assignee or transferee of this Ground Lease or of the leasehold estate hereby created so as to require such Permitted Institutional Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of the leasehold interest created by this Ground Lease in any proceedings for the foreclosure of any Permitted Institutional Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Institutional Mortgage, shall be deemed to be an assignee or transferee (without requiring the consent of the Town pursuant to Section 10.1) and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, and shall execute a written instrument assuming Tenant's obligations hereunder promptly upon request by the Town.

(c) Permitted Institutional Mortgagee Cure Rights. In the event of any default in the payment of money, Permitted Institutional Mortgagee, without being under any obligation to do so, shall have the right to cure such monetary default within ninety (90) days after the giving of notice to it by the Town. In the case of any default by the Tenant other than in the payment of money hereunder, the Town will take no action pursuant to Article 11 hereunder by reason of any such default without first giving to the Permitted Institutional Mortgagee notice thereof simultaneously with notice given to Tenant, and the right, but not the obligation, for a period of one hundred twenty (120) days after notice of such Tenant default, to cure such default, or, if such default cannot reasonably be cured within such one hundred and twenty (120) days, such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Institutional Mortgagee to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, provided, that the Permitted Institutional Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, within such one hundred and twenty (120) day period and thereafter continues diligently to effect such cure, or obtain such possession or title. The Permitted Institutional Mortgagee shall not be required to continue such foreclosure proceedings if the default shall be cured by Tenant; provided, further, that nothing herein shall preclude the Town from exercising any rights or remedies under this Ground Lease with respect to any other default by Tenant during any period of such forbearance, provided the exercise of such rights or remedies are subject to the same cure rights of the Permitted Institutional Mortgagee as set forth herein. Upon the expiration of any applicable cure period, the Town shall notify the Permitted Institutional Mortgagee whether or not Tenant has effectuated a cure within said cure period. The provisions of this Section 10.2(c) are conditioned on the following provisions:

(i) Acquisition of Possession. The Permitted Institutional Mortgagee shall, within sixty (60) days after notice of such Tenant non-monetary default, notify the Town of its election to proceed with due diligence promptly to acquire possession of the Premises or to foreclose the Permitted Institutional Mortgage or otherwise to obtain ownership of Tenant's interest in this Ground Lease. Such notice from the Permitted Institutional Mortgagee shall be accompanied by an instrument in writing wherein such Permitted Institutional Mortgagee agrees that:

(A) during the period that such Permitted Mortgagee shall be in possession of the Premises and so long as it remains in possession and/or during the pendency of any such foreclosure or other proceedings and until the interest of Tenant in this Ground Lease shall terminate or such proceeding shall be discontinued, it will pay or cause to be paid to or on behalf of the Town all sums from time to time becoming due hereunder during such period and shall comply with all obligations of the Tenant under this Ground Lease; and

(B) if delivery of possession of the Premises shall be made to such Permitted Institutional Mortgagee, whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such Permitted Institutional Mortgagee shall, promptly following such delivery of possession, perform all the covenants and agreements thereafter arising and herein contained on Tenant's part to be performed. Nothing in this subclause (B) shall be construed to require such Permitted Institutional Mortgagee to perform any of the Tenant's obligations hereunder accruing after such Permitted Institutional Mortgagee ceases to be in possession.

(d) Additional Rights of Permitted Institutional Mortgagee and Town's Covenants.

In addition to the matters set forth above, the Town agrees, for so long as a Permitted Institutional Mortgage is outstanding, as follows:

(i) Notwithstanding anything to the contrary contained in this Ground Lease, in the event that the Town would otherwise have the right to terminate this Ground Lease by reason of any Event of Default by Tenant which cannot be cured by a Permitted Institutional Mortgagee, e.g., an Event of Default under Section 11.1(e), or if a Permitted Institutional Mortgagee, its successors or assigns shall acquire Tenant's interest in this Ground Lease, the Town will enter into an amendment or other agreement naming the Permitted Institutional Mortgagee or its nominee as Tenant hereunder for the remainder of the Term effective as of the date of such termination, upon the same terms, provisions, covenants, and agreements as herein contained, provided the Permitted Institutional Mortgagee or its nominee shall make written request upon the Town for such amendment or other agreement within sixty (60) days

after the later of (a) the date of such termination or acquisition, or (b) date notice of the termination is given;

- (ii) The Town and Tenant shall not (i) consent to any action taken or to be taken, the result of which would diminish or impair the priority of a Permitted Institutional Mortgage; or (ii) subordinate or consent to the subordination of this Ground Lease to any subsequent, underlying lease or mortgage. If this Ground Lease is rejected or disaffirmed by the Town or Tenant pursuant to any bankruptcy, insolvency, reorganization, moratorium or similar law, the Town shall offer the Permitted Institutional Mortgagee a new lease upon the same terms and conditions within ten (10) days after the date of such rejection; and
- (iii) The fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct notwithstanding the acquisition of said fee title by the Town, Tenant, or any third party by purchase or otherwise.

ARTICLE 11 TERMINATION AND DEFAULT

11.1 Events of Default. Each of the following events shall be deemed an "Event of Default" hereunder:

- (a) if Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Ground Lease, and such failure shall continue for a period of sixty (60) days after notice from the Town to Tenant;
- (b) if Tenant shall fail to comply with the provisions of Sections 7.1, 7.2 or 8.2 hereof;
- (c) if Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder following ten (10) days notice to Tenant;
- (d) if Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Ground Lease, other than those referred to in Subsections (a) - (c) of this Section 11.1, for a period of thirty (30) days after notice from the Town to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 30-day period and thereafter prosecutes the curing of such default with diligence; and
- (e) if Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if

there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within sixty (60) days, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

11.2 Remedies. Upon an Event of Default, the Town at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Ground Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice. Upon the date specified in such notice, this Ground Lease and the Term hereby demised and all rights of Tenant under this Ground Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Ground Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided and the Facility and all Improvements shall become the property of the Town without the necessity of any deed or conveyance from Tenant to the Town. Tenant agrees upon request of the Town to immediately execute and deliver to the Town any deeds, releases or other documents deemed necessary by the Town to evidence the vesting in the Town of the ownership of the Facility and all Improvements. Upon such termination, the Town may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

11.3 Town's Right To Perform Tenant's Covenants.

(a) Upon an Event of Default, the Town may, but shall be under no obligation to, cure such default which cure shall be at Tenant's sole cost and expense. The Town may enter upon the Premises (after five (5) days' written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

(b) The Town shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Ground Lease shall not be affected thereby. The Town shall use commercially reasonable efforts to minimize interference with or disruption of Tenant or Tenant's business, occupants, operators and or lessees.

(c) All reasonable sums so paid by the Town and all reasonable costs and expenses incurred by the Town, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by the Town of such cost and expense until the date paid in full, shall be paid by Tenant to the Town on demand. If the Town shall exercise its rights under Section 11.3(a) to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the Town shall be entitled to exercise any remedy contained in this Ground Lease if Tenant shall fail to pay such obligation to the Town upon demand. All costs incurred by the Town hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

11.4 No Waiver. No failure by either the Town or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent or any other charges due during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town or Tenant of any breach shall affect or alter this Ground Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11.5 Injunctive Relief. In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Ground Lease, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Ground Lease.

11.6 Remedies Cumulative. Each right and remedy provided for in this Ground Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Ground Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town or Tenant of any one or more of the rights or remedies provided for in this Ground Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Ground Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 12 SURRENDER; HOLD-OVER

12.1 Surrender.

(a) Tenant shall on the last day of the Term, or upon any earlier termination of this Ground Lease, quit and peacefully surrender and deliver up the Premises, subject to the rights of a Permitted Institutional Mortgagee hereunder, to the possession and use of the Town without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a Taking or from a fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant, all as provided under this Ground Lease). Tenant, at Tenant's sole cost and expense shall have the right, but not the obligation, to remove the Facility and the Improvements from the Premises. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the Term, those permitted under this Ground Lease or created or suffered by the Town and shall be surrendered without any payment by the Town on account of the Facility and the Improvements. Upon or at any time after the expiration or earlier termination of this Ground Lease, the Town shall have, hold and enjoy the Premises and the right to receive all income from the same.

(b) Tenant shall remove from the Premises all personal property within thirty (30) days after the termination of this Ground Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless the Town permits such property to remain.

12.2 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Ground Lease, then the Town may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Ground Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Ground Lease. Tenant shall also pay to the Town all damages sustained by the Town resulting from retention of possession by Tenant. Town shall have the right to charge Tenant rent at the then current market rate for the Premises. The provisions of this Section 12.2 shall not constitute a waiver by the Town of any right of re-entry as set forth in this Ground Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the Town's right to terminate this Ground Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE 13 ESTOPPEL CERTIFICATES

The Town and Tenant promptly shall execute and deliver to each other or to any Permitted Institutional Mortgagee, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any and will enter into any other agreements reasonably required by such Mortgagee, including Nondisturbance and Recognition agreements. Any such certificate may be relied upon by the Town, Tenant, any Permitted Institutional Mortgagee, and any transferee or assignee of a Permitted Institutional Mortgagee.

ARTICLE 14 NON-DISCRIMINATION COVENANTS

14.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, Tenant agrees that Tenant, its successors in interest, sublessees, licensees, operators, and assigns shall not discriminate against any person, employee, or applicant for employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in Tenant's use of the Premises, including the hiring and discharging of employees, the provision or use of services, and the selection of suppliers and contractors.

14.2 Non-Compliance. Tenant shall defend, indemnify and hold the Town Parties harmless from and against any and all claims of third persons resulting from Tenant's non-

compliance with any of the provisions of this Article 14.

**ARTICLE 15
MISCELLANEOUS**

15.1 Amendments to Lease. This Ground Lease may not be amended, modified, supplemented or extended except by a written instrument executed by the Town and Tenant.

15.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Ground Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Tenant:

Wellesley Sports Group, LLC,
41 North Road, Suite 203,
Bedford, MA 01730

With a copy to:

Philip Lombardo, Esq.
Lombardo, DeVellis & Smith, LLP
41 North Road, Suite 203
Bedford, MA 01730

or to such other address as Tenant may from time to time designate by written notice to the Town, or if to the Town addressed to:

Blythe C. Robinson, Executive Director
Town of Wellesley
525 Washington Street
Wellesley, MA 02482

With a copy to:

Thomas J. Harrington, Esq.
Miyares and Harrington LLP
40 Grove Street • Suite 190
Wellesley, MA 02482

or to such other address as the Town may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The

earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

15.3 Severability. If any term or provision of this Ground Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Ground Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.

15.4 WAIVER. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS GROUND LEASE OR ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR TENANT'S USE OR OCCUPATION OF THE PREMISES.

15.5 Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Ground Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Ground Lease without hindrance by anyone claiming by, through or under the Town, subject, however, to the exceptions, reservations and conditions of this Ground Lease and matters of record. The foregoing shall not create any liability on the part of the Town for any defects in or encumbrances on the Town's title existing as of the date hereof.

15.6 Integration. All prior understandings and agreements between the parties with respect to this Ground Lease are merged within this Ground Lease, which alone fully and completely sets forth the understanding of the parties.

15.7 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of the Town, its successors and assigns, and Tenant, its successors and assigns.

15.8 Notice of Lease. The Town and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Ground Lease, which shall be recorded forthwith with the Registry of Deeds, and agree to execute, upon termination of this Ground Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

15.9 Enforcement of the Town's Liability. Anything contained in this Ground Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the Town's liability under this Ground Lease shall be enforceable only out of the Town's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, the Town, nor shall there be any personal liability on the part of the Town or any Town Parties, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, the Town shall not be liable for any loss, damage or injury of whatever kind

caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or from any part of the Premises, or (iii) other leakage from pipes, appliances, water, sewer or plumbing works therein or from any other place. In no event shall the Town be liable to Tenant for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Ground Lease.

15.10 No Merger. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the Town may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless the Town executes and records an instrument affirmatively electing otherwise.

15.11 Captions. The captions of this Ground Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Ground Lease nor in any way affect this Ground Lease.

15.12 Table of Contents. The Table of Contents preceding this Ground Lease but under the same cover is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Ground Lease, nor as supplemental thereto or amendatory thereof.

15.13 Massachusetts Law Governs. This Ground Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

15.14 Time of the Essence. Time shall be of the essence hereof.

15.15 Excavation and Shoring. If any excavation shall be made or contemplated to be made by Tenant for building or other purposes upon property or streets adjacent to or nearby the Premises, Tenant shall do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Facility or Improvements from injury or damage and to support the same by proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense as may be required under Required Permits.

15.16 No Partnership or Joint Venture. Nothing contained under this Ground Lease shall be construed to create a partnership or joint venture between the Town and Tenant or to make the Town an associate in any way of Tenant in the conduct of Tenant's business, nor shall the Town be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

15.17 Tenant Request for Consent. Tenant shall reimburse the Town for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for the Town's consent hereunder.

15.18 Brokers. The Town and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Ground Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Ground Lease or the negotiation therefor.

15.19 Covenants Running with the Land. Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Ground Lease and the covenants and restrictions set forth in this Ground Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this Ground Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to the Town.

15.20 Authority.

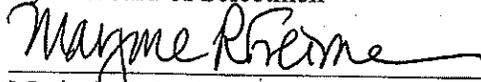
(a) Subject to Town Meeting Approval. This Ground Lease is contingent upon and subject to full approval of this transaction by a duly constituted Town Meeting.

(b) Tenant has full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Tenant and delivered to Town at the Closing will be on the Closing Date, duly authorized, executed and delivered by Tenant and all consents and approvals of third parties will have been obtained. This Agreement is, and all documents to be executed by Tenant and delivered to Town at the Closing will be the legal, valid and binding obligations of Tenant, enforceable in accordance with their respective terms and will not violate any provisions of any contract, judicial order or any other thing to which Tenant is a party or to or by which Tenant is subject or bound. Neither the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement is subject to any requirement that Tenant obtain any consent, license, approval or authorization of, any third party.

15.21 Dispute Resolution. All claims, disputes and other matters in question between the Town and the Tenant arising out of or relating to this Ground Lease or the breach thereof related to the payment or nonpayment of money shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties agree to negotiate in good faith any claims, disputes or other matters in question during the term of this Ground Lease before resorting to such litigation. As to disputes not involving the payment of money, the parties agree to negotiate in good faith any such claims, disputes or other matters in question, failing which, such claims shall be submitted to arbitration (one arbitrator) to be conducted in accordance with the commercial rules and regulations and procedures of the American Arbitration Association, using expedited procedures. The parties will agree on an arbitrator within one (1) week of a party requesting arbitration hereunder, failing which the parties shall each name an arbitrator and those two (2) arbitrators shall, in turn, select an arbitrator who will rule on such dispute.

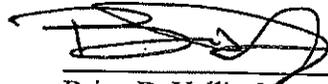
EXECUTED as of the date first set forth above.

TOWN OF WELLESLEY
By its Board of Selectmen



Marjorie R. Freiman, Chair, duly authorized

TENANT ~~CENTER~~
Wellesley Sports Group, LLC,



Brian DeVellis, Manager, duly authorized

Rent Schedule I

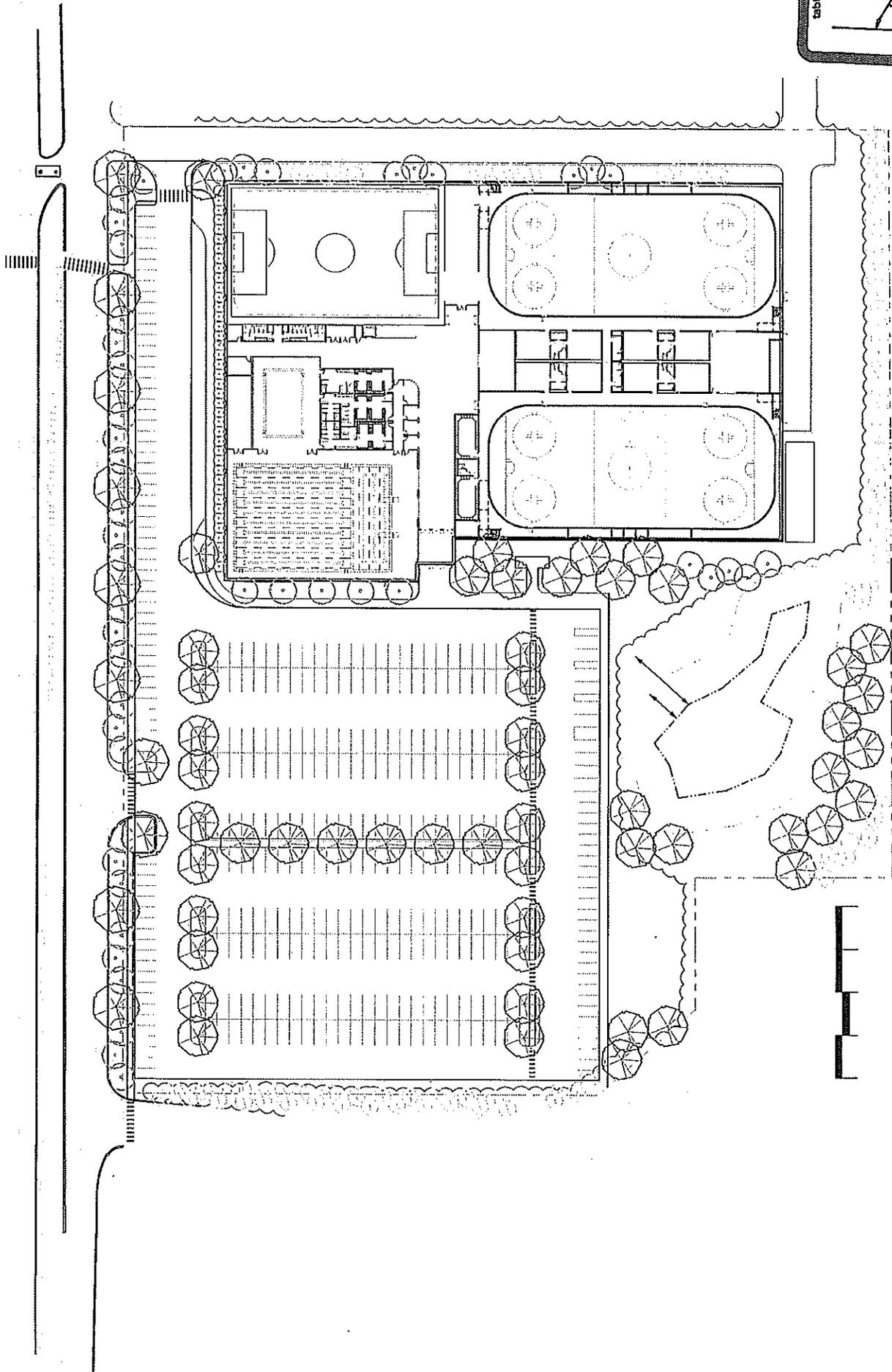
Wellesley Sports Center
Wellesley, Massachusetts

Ground Rent

Cost to Town:	\$4,500,000	Total Rent:	\$12,007,683
Starting Rental Value:	\$280,000		
Return:	6.22%		
Annual Increase:	2.00%		
Use Discount	30.00%		

	Market Rent	Use Discount	Adjusted Rent	Project Stabilization	Base Rent
Year 1	\$280,000	-\$84,000	\$196,000	-\$196,000	\$0
Year 2	\$285,600	-\$85,680	\$199,920	-\$199,920	\$0
Year 3	\$291,312	-\$87,394	\$203,918	-\$203,918	\$0
Year 4	\$297,138	-\$89,141	\$207,997	-\$207,997	\$0
Year 5	\$303,081	-\$90,924	\$212,157	-\$212,157	\$0
Year 6	\$309,143	-\$92,743	\$216,400	-\$216,400	\$0
Year 7	\$315,325	-\$94,598	\$220,728	-\$220,728	\$0
Year 8	\$321,632	-\$96,490	\$225,142	-\$225,142	\$0
Year 9	\$328,065	-\$98,419	\$229,645	-\$229,645	\$0
Year 10	\$334,626	-\$100,388	\$234,238	-\$234,238	\$0
Year 11	\$300,000	-\$90,000	\$210,000	\$0	\$210,000
Year 12	\$300,000	-\$90,000	\$210,000	\$0	\$210,000
Year 13	\$300,000	-\$90,000	\$210,000	\$0	\$210,000
Year 14	\$300,000	-\$90,000	\$210,000	\$0	\$210,000
Year 15	\$300,000	-\$90,000	\$210,000	\$0	\$210,000
Year 16	\$330,000	-\$99,000	\$231,000	\$0	\$231,000
Year 17	\$330,000	-\$99,000	\$231,000	\$0	\$231,000
Year 18	\$330,000	-\$99,000	\$231,000	\$0	\$231,000
Year 19	\$330,000	-\$99,000	\$231,000	\$0	\$231,000
Year 20	\$330,000	-\$99,000	\$231,000	\$0	\$231,000
Year 21	\$363,000	-\$108,900	\$254,100	\$0	\$254,100
Year 22	\$363,000	-\$108,900	\$254,100	\$0	\$254,100
Year 23	\$363,000	-\$108,900	\$254,100	\$0	\$254,100
Year 24	\$363,000	-\$108,900	\$254,100	\$0	\$254,100
Year 25	\$363,000	-\$108,900	\$254,100	\$0	\$254,100
Year 26	\$399,300	-\$119,790	\$279,510	\$0	\$279,510
Year 27	\$399,300	-\$119,790	\$279,510	\$0	\$279,510
Year 28	\$399,300	-\$119,790	\$279,510	\$0	\$279,510
Year 29	\$399,300	-\$119,790	\$279,510	\$0	\$279,510
Year 30	\$399,300	-\$119,790	\$279,510	\$0	\$279,510
Year 31	\$439,230	-\$131,769	\$307,461	\$0	\$307,461
Year 32	\$439,230	-\$131,769	\$307,461	\$0	\$307,461
Year 33	\$439,230	-\$131,769	\$307,461	\$0	\$307,461
Year 34	\$439,230	-\$131,769	\$307,461	\$0	\$307,461
Year 35	\$439,230	-\$131,769	\$307,461	\$0	\$307,461
Year 36	\$483,153	-\$144,946	\$338,207	\$0	\$338,207
Year 37	\$483,153	-\$144,946	\$338,207	\$0	\$338,207
Year 38	\$483,153	-\$144,946	\$338,207	\$0	\$338,207
Year 39	\$483,153	-\$144,946	\$338,207	\$0	\$338,207
Year 40	\$483,153	-\$144,946	\$338,207	\$0	\$338,207
Year 41	\$531,468	-\$159,440	\$372,028	\$0	\$372,028
Year 42	\$531,468	-\$159,440	\$372,028	\$0	\$372,028
Year 43	\$531,468	-\$159,440	\$372,028	\$0	\$372,028
Year 44	\$531,468	-\$159,440	\$372,028	\$0	\$372,028
Year 45	\$531,468	-\$159,440	\$372,028	\$0	\$372,028
Year 46	\$584,615	-\$175,385	\$409,231	\$0	\$409,231
Year 47	\$584,615	-\$175,385	\$409,231	\$0	\$409,231
Year 48	\$584,615	-\$175,385	\$409,231	\$0	\$409,231
Year 49	\$584,615	-\$175,385	\$409,231	\$0	\$409,231
Year 50	\$584,615	-\$175,385	\$409,231	\$0	\$409,231

EXHIBIT
A





Schedule of Performance

This Schedule is being presented to the **Town of Wellesley Board of Selectmen** (hereinafter referred to as "Lessee") by **ESG Associates Inc. dba EDGE Sports Group** (hereinafter referred to as "Lessor") to outline discussions and finalize a Lease at 900 Worcester Road a/k/a the Wellesley Sports Center (the "Facility") in Wellesley, MA and shown herein.

The Lessor believes the following to be a reasonable Schedule of Performance subject to a satisfactory Lease execution:

March 21, 2017	Special Town Meeting
April 13, 2017	Planning Board Submission <i>(Concurrent Conservation Filing TBD)</i>
June 5, 2017	Planning Board Hearing
August 15, 2017	Entitlements
September 1, 2017	Order steel
September 15, 2017	Groundbreaking deadline
October 1, 2017	Erosion control, clear / gruc, stockpile
November 1, 2017	Foundations
December 1, 2017	Steel erection
January 15, 2018	Building enclosure
March 1, 2018	Traffic improvements begin
April 15, 2018	Commence MEP
June 15, 2018	Commence Specialties (pool / rink)
August 15, 2018	Ice make
September 1, 2018	Partial Cert of Occupancy

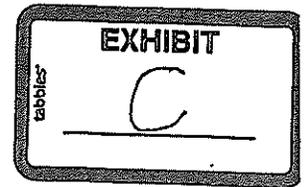
Agreed to by:

Lessee: ESG Associates Inc.

Lessee: Board of Selectmen, Town of Wellesley

Brian DeVellis, President

, Chair



September 30, 2014

David J. Hickey, P.E.
Town Engineer
Department of Public Works
2 Municipal Way
Wellesley Hills, MA 02481

RE: Updated Due Diligence Investigation Results Report
Saint James the Great Church, 900 Worcester Street, Wellesley, MA

Dear Mr. Hickey:

Environmental Partners Group, Inc. (Environmental Partners) performed a Phase I ESA of the St. James the Great Church and Rectory property located at 900 Worcester Street in Wellesley, MA in 2012. This assessment was performed in support of a potential property transaction. The ESA recommended that additional assessment activities be performed at the property related to the following areas:

1. Exterior subsurface soil/fill material and groundwater quality;
2. Geotechnical evaluation of soil characteristic.
3. Onsite isolated wetlands issues associated with property re-development; and
4. Costs associated with demolition of the onsite buildings (former church and rectory)

In July, August and September 2014, Environmental Partners performed additional assessment activities at the St. James the Great Church Property to address these areas of concern. A site locus plan is attached as Figure 1. This letter report summarizes the results of the supplemental field investigations, which were performed in accordance with Environmental Partners scope of work dated August 1, 2014.

Previous work performed at the site consists of:

- Building and Site Walkover/Sampling/Interview/Memo/Meetings
- Records Review and Database Search
- Phase 1 Report
- Wetlands Delineation
- Geophysical GPR/EM Survey
- Site Existing Conditions Survey
- Pre-Demolition Sampling for PCBs, Lead and Asbestos

SITE DESCRIPTION

The St. James the Great Church property is a 7.85-acre property is located at 900-910 Worcester Street. The subject Property is abutted by Worcester Street to the north, Dale Street to the west, various residential properties to the south, and a commercial office property to the east. Residential and conservation property adjoins the subject Property across Worcester Street. Residential and municipal property adjoins the subject Property across Dale Street (refer to Figure 1). The northerly side of the site

is flat, and contains a large parking lot and two structures, a church and rectory, with walkways. The southerly side of the parcel is undeveloped, and includes a pooling area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The site ranges in elevation from about 127 to about 167 feet, with a small isolated wetland area in the south-central area of the property.

SCOPE OF WORK

This scope of work includes execution of an Exterior Due Diligence Investigation; addresses potential site potential associated with isolated onsite wetlands; and provides order of magnitude demolition costs for the church and rectory buildings and foundations. The following tasks were performed to address these areas of concern.

- Task 1: Install and Sample Soil Borings and Test Pits
- Task 2: Geotechnical Investigation
- Task 3: Groundwater Sampling and Testing
- Task 4: ANRAD Filing/Hearing
- Task 5: UST Removal/LSP Oversight
- Task 6: Solicit Contractors and Prepare Preliminary Demolition Costs

Soil Borings/Monitoring Wells, Test Pits and Groundwater Sampling

On July 23, 2014, Environmental Partners provided oversight of the drilling of three soil borings, each of which was completed as a groundwater monitoring well; and excavation of five test pits. The test pits were located based on the results of a geophysical survey of the site performed in 2012, which including a ground penetrating radar (GPR) and resistivity survey by Radar Solutions International and originally recommended further investigation of 14 locations where subsurface anomalies were identified. The geophysical survey was summarized in a report dated September 18, 2012.

The soil borings/monitoring wells were installed by Northern Drilling Company of Northborough, MA using a Geoprobe Drilling rig and continuous soil samples were collected from the ground surface to a depth of 30 feet below ground surface (bgs). Soil samples were screened in the field for total volatile organic compounds (VOCs) using a photo-ionization detector (PID) and for metals using an x-ray fluorescence analyzer (XRF). Soil samples were screened and submitted for laboratory analysis in accordance with the following protocol approved by the Town and the Roman Catholic Arch Diocese of Boston (RCAB):

- Each soil sample was inspected for the presence of ash/fill material and screened using the following instruments:
 - PID using the DEP's Jar Headspace Method
 - XRF Analyzer Thermo NITON XRF Analyzer XL3T600 (or equivalent) for Metals
- If VOC Headspace screening readings were above 10 ppm/v and/or the soils exhibit an unnatural odor, then a sample was submitted to a DEP-certified laboratory for VOC analysis (EPA Method 8260B).

- If the soils were stained/discolored or contain ash-like material, a sample was submitted to a DEP-certified laboratory for semi-volatile organic compound (SVOC) analysis (EPA Method 8270)
- If the metals concentrations detected by the XRF analyzer indicated concentrations of metals potentially above the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 Subpart P RCS-1 reportable concentrations, then the soil sample was submitted to a DEP-certified laboratory for analysis of those specific metals.

Based on the presence of wetlands south of the on-site parking lot, it is assumed that groundwater flow is towards the south-southwest. Three 2-inch diameter Schedule 40 PVC monitoring wells were installed at the site. In accordance with the scope of work, groundwater from these wells was sampled for VOCs by Method 8260B, RCRA 8 metals and PCBs. In addition, a groundwater sample from MW-2 was analyzed for SVOC by Method 8270, because SVOCs were detected in the soil sample from this boring.

On September 18 and 19, 2014 Environmental Partners provided oversight of additional test pit excavations. The test pits were selected based on additional geophysical anomalies and were excavated by the Town of Wellesley DPW. Soil sampling and screening protocol were the same as used in the first round of test pits.

Geotechnical

A hockey rink and/or a swimming pool are being considered for construction on the site if purchased by the Town. On August 6, 2014, Environmental Partners provided oversight of the advance of one "geotechnical boring" (B-4) to a depth of 36 feet bgs and collected documentation of the geotechnical characteristics of the soils. The boring was installed using drive and wash drilling method. Blow counts were recorded and soil samples were collected every five feet (0-36 feet bgs) from split spoon samples advanced from the drill rig. One sample was submitted to ESS Laboratory for sieve analysis.

ANRAD Filing/Hearing

Wetlands delineation and flagging was performed in 2012 and is summarized in a report dated November 23, 2012. The wetlands flags were surveyed by the Town of Wellesley in support of filing an ANRAD filing with the Wellesley Wetlands Protection Committee (WPC). Mr. Steve Ivas, with Ivas Environmental, performed the following work

- Prepare an ANRAD, which would include Transmittal Form WPA Form 4A, the description of wetlands/supporting field data, and the mapped survey of the wetland resource areas.
- File the ANRAD with the Wellesley Natural Resource Committee (NRC)/ WPC and present the ANAD for their review at a public hearing. Mr. Ivas conducted a separate site walkover with the WPC following submittal of the ANRAD but before the hearing. All site abutters were notified via certified mail and publish notice of the public hearing in the local newspaper.

UST Removal/LSP Oversight

Mr. Wes Stinson with Environmental Partners was onsite to observe and document site conditions on behalf of the Town during the removal of the two heating oil underground storage tanks (USTs) serving the church and rectory. The USTs were removed on August 14, 2014 by Earthwork Industries hired and

managed on-site by Tetra Tech, Inc. (Tetra Tech) under contract with RCAB. Mr. John Fury with Tetra Tech, the LSP representing the RCAB, directed the tank removal, observed site conditions and screened soils using the DEP jar headspace method. The tank graves were screened/sampled in accordance with the Massachusetts Department of Environmental Protection's policy document: *Commonwealth of Massachusetts UST Closure Assessment Manual* (DEP Policy #WSC-402-96) dated April 9, 1996.

Solicit Contractors and Prepare Preliminary Demolition Costs

Environmental Partners worked with the Town to develop a preliminary demolition cost estimate for the church and rectory. This work included:

1. Compile existing site background information and preparing a scope of work to be submitted to potential demolition contractors.
2. Soliciting three contractors to provide demolition cost estimates to remove the building and foundations for the church and rectory buildings; including meeting with each contractor individually at the site to review existing conditions.
3. Review and tabulate contractor bids and prepare a brief memo to be submitted to the Town with an evaluation of the quotes.

Supplemental Test Pits

Based on the results of the test pits and soil borings installed in July 2014, a supplemental phase of test pits was conducted on September 18 and 19, 2014 to further evaluate anomalies identified in the geophysical survey. The supplemental phase of test pits was performed using the same sampling and testing procedures as the initial phase of test pits.

RESULTS

Install and Sample Soil Borings and Test Pits - July 23, 2014

Three soil borings and five test pits were installed at the site as shown on Figure 2. Environmental Partners prepared detailed soil boring and test pit logs describing the lithology and evidence of soil contamination, which are included in Attachment A. Test Pit photographs are included in Attachment B.

Observed subsurface geology consists of the following:

- 3 - 6 inches below ground surface (bgs) – sandy loam soil or pavement.
- 0.5 feet bgs to between 3 and 7 feet bgs – fill material consisting of coarse sand and gravel with some medium and fine sand and silt. Evidence of urban fill is observed within this layer of material, including bottles, bricks, wire mesh, and a drum.
- A dark brown/black silty clay layer with pieces of trees and roots was observed at all test pit locations, with the top of the layer located at a depth ranging from 3 feet bgs at TP-2 to 7 feet bgs at TP-7 and ranged in thickness from 1 to greater than 3 feet thick. The layer had an organic/septic odor and is likely associated with a former low spot that has since been filled in with sand, silt, gravel and refuse.
- Beneath the dark silty clay layer the subsurface geology consists of mixed medium to coarse sand, gravel, and silty fine sand to a depth of 30 feet bgs.

Depth to water in the borings and test pits ranged from 8 – 9 feet bgs TP-6 and TP-7; to 6 – 7 feet at B-2/MW-2 and B-3/MW-3 at the northeast corner of the property; to 4 – 5.5 feet in test pits in the parking area in the central and western portions of the site (TP-1, TP-2 and TP-4) and 3.25 feet bgs at B-1/MW-1 located at the southwest corner of the paved area. The Town surveyed the monitoring wells and Environmental Partners gauged the depth to water in the three monitoring wells on August 5, 2014. Figure 3 is a groundwater flow map based on these three wells and shows groundwater flow towards the west-southwest. This water table configuration is consistent with the west-southwest end of the property being located within the 100-year flood zone and the fact that this portion of the property periodically floods.

Figure 2 shows significant observations at soil boring and test pit locations. Following is a summary of these observations:

- A crushed drum was observed at TP-2 that contained a black oily sludge material, with strong chemical/petroleum odor. Mr. Ray Johnson with TetraTech was onsite during the test pit activities and observed the condition of the drum. The oily sludge material was limited to the the drum and not observed in adjacent soils; therefore, a sample of the oily sludge was not submitted for laboratory analysis and the drum was excavated and hauled to the DPW facility in Wellesley. The soils adjacent to and beneath the area of the drum were screened with a PID, but did not exceed 10 ppm, which is the screening criteria above which samples are submitted for laboratory analysis.
- Wire mesh material, a wire cable, and bricks were observed at TP-4.
- Observations at TP-2 and TP-4 indicate urban fill at the site.
- The test pits were located based on the results of the 2012 geophysical survey, which identified resistivity and GPR anomalies (Figure 2). The presence of metal objects at these two mapped geophysical anomalies confirms that the GPR and resistivity data can be useful for identifying potential subsurface disposal areas.

In accordance with the Scope of Work, soil samples from each boring and test pit were screened in the field for total VOCs with a PID and metals using a field XRF. The field XRF results are summarized in attached Table 1. PID headspace screening results are compiled on the soil boring and test pit logs included in Attachment A.

PID readings above 10 ppm were identified in the following soil samples and as a result, samples were submitted for laboratory analysis of VOCs by EPA Method 8260B:

B2-S1	14.2 ppm
B2- S2	12.4 ppm

Discoloration and unnatural odors were observed in the following test pit soil samples

TP2-S2	Dark color and chemical odor
TP6-S4	Gray color and septic odor

These samples were submitted for laboratory analysis of VOCs and SVOCs.

The soil XRF and laboratory results were compared with the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 Subpart P RCS-1 soil reportable concentrations. RCS-1 soil reportable concentrations are applicable at the site, because the property is located within 500 feet of residential dwellings along Lexington Road. As shown in Table 1, the following soil samples had elevated levels of metals based on field XRF screening:

- B3-S1B Lead – 426 mg/kg (RCS-1 = 200 mg/kg)
- TP7-S2 Copper – 1181 mg/kg (RCS-1 = 1000 mg/kg);
- TP2-S2 Arsenic – 20 mg/kg (RCS-1 = 20 mg/kg)

Soil samples were submitted for laboratory analysis in accordance with the August 1, 2014 scope of work. The following soil samples were submitted to ESS Laboratory in Cranston, RI, a Massachusetts State Certified Laboratory, for analysis. Laboratory analytical reports are included in Attachment C.

- B3-S1B Lead
- TP7-S2 Copper
- TP2-S2 VOCs, SVOCs and Arsenic
- B2-S1 VOCs and SVOCs
- B2-S2 VOCs
- TP6-S4 VOCs and SVOCs

The following table summarizes compounds/elements detected in site soil samples above RCS-1 reportable concentrations. This table includes the field XRF and laboratory analytical results and the RCS-1 standards.

Summary of Field XRF and Laboratory Analytical Results

<i>Analyte</i>	<i>RCS-1 Reportable Concentration</i>	<i>Sample ID</i>	<i>XRF/Lab Results</i>
2-Methylnaphthalene	0.7	B2-S1	1.32
Acenaphthylene	1		3.54
Benzo(a)pyrene	2		5.02
Phenanthrene	10		13.9
Naphthalene	10		22.1
Lead	200	B3-S1B	426 / 291 *
Copper	1000	TP7-S2	1181 / 2900 *
Arsenic	20	TP2-S2	20 / 5.6 *

* XRF Results/Laboratory Results

As shown above, SVOCs were detected at B2-S1 associated with a 3-inch thick layer of dark sandy material (possibly ash material), located approximately 18 inches below ground surface (bgs). The SVOCs detected, polycyclic aromatic hydrocarbons (PAHs), are commonly associated with petroleum constituents, urban fill, and ash material.

Arsenic was detected at TP2-S2 using the field XRF at the RCS-1 reportable concentration of 20 mg/kg. Laboratory analysis of this sample detected 5.6 mg/kg of arsenic, which is less than the RCS-1 value.

Lead was detected in soil sample B3-S1B located 20-34 inches bgs. Field XRF results from this sample had measured lead concentrations of 426 mg/kg and the laboratory results were 291 mg/kg. The RCS-1 reportable concentration for lead in soils is 200 mg/kg. This sample was collected from fill material. The concentrations of lead based on XRF screening in other samples from the same interval in B3 (12 - 34 inches bgs) were as follows: B3-S1A (93 mg/kg) and B3-S1C (27 mg/kg). As a screening evaluation, the average lead concentration from the interval from 12 - 36 inches bgs is 182 mg/kg, which is less than the RCS-1 reportable concentration of 200 mg/kg, suggesting that these lead concentrations do not pose a significant risk.

Copper was detected in soil sample TP7-S2 from a depth of 4-6 feet bgs. Field XRF (1181 mg/kg) and laboratory confirmation test results (2900 mg/kg) were both above the RCS-1 standard for copper of 1,000 mg/kg. A Coke bottle was present at TP-7 from a depth between 1-4 feet bgs, indicating historic urban fill in the vicinity of at TP-7. Additional samples within this interval were not analyzed for metals. Samples from the intervals above and below were non-detect for metals using the XRF. Additional soil samples were collected from this interval in the supplemental round of test pits (see below) to evaluate the nature and extent of copper in soils.

The detections of lead and copper above RCS-1 reportable concentrations at a single location at the site indicate that these metals are present in isolated occurrences and are not indicative of a site wide metals issue. Both samples were collected from fill material.

Supplemental Test Pit Results - September 18 and 19, 2014

A total of eight supplemental test pits (shown on Figure 2) were excavated to evaluate additional anomalies identified on the geophysical survey. Figure 2 also summarizes significant observations at the test pit locations. Following is a summary of these observations:

- A crushed drum and wire cable was observed at TP2-1. The drum contained sludge like material with a slight chemical odor. A sample of the oily sludge was not analyzed at the laboratory. The drum and wire cable were excavated and stored onsite.
- Observations at TP2-1, TP2-4, TP2-5, and TP2-8 indicate disposal of urban fill at the site, including wire, cable, metal weights, wood waste, bricks etc.
- The presence of metal objects at four of these mapped geophysical anomalies further confirms that the GPR and resistivity data can be useful for identifying potential subsurface disposal areas.

A three-inch thick layer of ash material was observed in a split spoon samples from B-2/MW-2 at a depth of approximately 18 inches bgs. A series of shallow pits were excavated to the north, south, east and west of B-2, to a depth of approximately 3 feet bgs to evaluate the vertical and lateral extent of this ash layer. No ash material was observed in any of the areas excavated, indicating that the ash material is only located in the immediate vicinity of boring B-2/MW-2. It's possible that the layer was a crushed up piece of asphalt. Because this ash layer could not be located in any of the additional test pits areas, no further assessment or remedial activities are required.

During the initial round of test pits, copper was measured in a soil sample from TP-7 at a concentration of 2900 mg/Kg from a depth of 4 to 6 feet bgs. An offset test pit to TP-7 was excavated to a depth of six

feet bgs, to evaluate the extent of copper in the soils above the RCS-1 standard of 1,000 mg/Kg. Soil samples from a depth of 4 and 5 feet bgs were analyzed in the field with the XRF and copper was below instrument detection limits in both samples. The XRF resolution for these two samples was ± 31 and ± 33 mg/Kg respectively. The XRF resolution value was used to calculate a conservative average copper concentration in the area of TP-7 from a depth of 4 to 6 feet bgs. The calculated average copper concentration in the area of TP-7 is 988 mg/Kg which is below the RCS-1 concentration of 1,000 mg/Kg. Environmental Partners does not recommend additional assessment or remediation activities in this area.

Groundwater Results

The applicable reportable concentration for groundwater at the site is RCGW-1 because the site is located in an area designated as a medium yield aquifer.

Groundwater samples were collected on August 5, 2014 from monitoring wells MW-1, MW-2 and MW-3 and analyzed for VOCs and RCRA 8 Metals. In addition, groundwater from MW-2 was also analyzed for SVOCs, because soil sample laboratory results from this location indicated the presence of SVOC compounds (PAHs) in soil. All groundwater samples were collected with a dedicated bailer using conventional purging and sampling methods. On August 20, 2014 wells MW-1, MW-2 and MW-3 were sampled for PCBs and well MW-2 was resampled for SVOCs using low flow purge and sampling techniques to reduce sample turbidity. Groundwater samples were submitted to ESS Laboratory for analyses and analytical reports are included in Attachment C.

VOCs and PCBs were below method detection limits in all three wells. Groundwater samples for filtered metals were below the RCGW-1 reportable concentrations for all RCRA 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver). Concentrations of lead were detected in the total metals samples at all three locations above the RCGW-1 standard of 200 $\mu\text{g/L}$; however the detections of lead in the total metals samples are likely associated with suspended sediment in the sample and not dissolved in groundwater.

PAHs were detected at monitoring well MW-2 above RCGW-1 reportable concentrations, including benzo(a)anthracene, benzo(a)pyrene, and indeno(1,2,3-cd)pyrene. These compounds were also detected in the soil sample from B-2. This well was resampled on August 21, 2014 using low flow purge and sampling protocols and all SVOC compounds were below method detection limits; suggesting that the PAHs detected in earlier groundwater sample were associated with suspended sediment in the sample and not dissolved in groundwater.

Geotechnical Results

On August 6, 2014 Northern Drilling Services installed one geotechnical boring at the southeast corner of the property as shown on Figure 2. The lithology in the geotechnical boring is summarized below.

Summary of Geotechnical Result and Subsurface Lithology

<i>Depth (feet)</i>	<i>Blow Counts</i>	<i>Description</i>
0 – 2	1-3-8-6	TOP SOIL and LOAM -- tan fine sand
4 – 6	4-3-5-9	Coarse SAND, with some medium to fine silty sand
9 – 11	4-5-4-5 4-3-4-6	Coarse SAND and GRAVEL with some silt
14 – 16	4-4-4-5	Coarse SAND with some silt
19 – 21 24 – 26	4-4-4-6 4-3-3-5	Coarse SAND and GRAVEL with some silt
29 – 31	4-3-3-5	Medium SAND with some gravel
34 – 36	5-6-8-9	Fine to medium SAND

As shown above, subsurface geology consists primarily of unconsolidated sand with some gravel. Blow counts indicate soft material that is easily excavated. Average blow counts in B-3 are 8 blows/foot; indicating an approximate allowable bearing pressure of 1 ton per square foot (TSF) at this location.

Dewatering will likely be required during construction. Some soil amendment may be required for development; however, additional subsurface data will be required based on the final building structure and location.

A composite sample from 9 - 16 feet was submitted to ESS Laboratory for standard sieve analysis. The sieve analysis reported is included in Attachment C. Sieve analyses indicate that the material consist of 33.1% gravel, 64% sand and 2.9% fines.

ANRAD Filing/Hearing

The site includes one locally-jurisdictional Isolated Vegetated Wetland (IVW), and a Commonwealth jurisdictional Bordering Land Subject to Flooding (BLSF). There are other wetland resources that are just outside their respective jurisdictional distances from the subject site. These include two reaches of a Perennial Stream, Boulder Brook (s lightly more than 200 feet) and two Bordering Vegetated Wetlands (BVWs) on the north side of Worcester Street. These two BVWs are just over 100 feet north of the site, across the Worcester Street (Route 9) State Highway Layout.

Mr. Steve Ivas prepared an ANRAD package for St. James the Great Church property at 900 Worcester Street, which is included as Attachment D. This ANRAD included the following items:

- Cover letter,
- WPA Form 4A,
- ANRAD Wetland Fee Transmittal Form,
- ANRAD Filing Fee Statement,
- Update of the 2012 Letter Report for site based on recent topographic survey,
- Presentation of USGS StreamStats data and watershed figure,
- Abutters list and notification to abutters,

- Site plan by the Town of Wellesley, and
- Processing ANRAD packages and greencards (42 count).

Seven copies of the ANRAD were submitted to Town of Wellesley Wetlands Protection Committee/Natural Resources Commission on July 23, 2014 and the plan was reviewed with NRC Director J. Bowser.

The wetland resource delineation flags at the isolated wetland on subject site from 2012 were replaced where needed prior to meeting with the WPC. On August 4, 2014, Mr. Ivas met with three representatives of the Town of Wellesley WPC at the 900 Worcester Street site, (R. Collins, C. Siple, and J. S. Waugh) and with Town Engineer D. Hickey to review the Isolated Wetland on site.

The ANRAD was presented to the WPC in Public Hearing on August 7, 2013. The WPC closed the ANRAD Public Hearing and stated that they will issue an ORAD with no changes to the flag locations and no peer review required.

UST Removal and Oversight

Mr. Wes Stinson with Environmental Partners was onsite to oversee the excavation and removal of two USTs on the property, a 2000 gallon fuel oil UST that serviced the church and a 500-gallon fuel oil UST that serviced the rectory. The scope of work and results of the UST removal activities are summarized in a report by Tetra Tech *Underground Storage Tank Closure Report 900-910 Worcester Street, Wellesley, Massachusetts* and dated September 19, 2014, a copy of which is included in Attachment E. A summary of these activities and results are provided below.

Mr. John Fury with Tetra Tech used a MiniRae PID with 10.6 eV lamp (calibrated with isobutylene to report to benzene) to perform jar headspace analysis on soil samples from the tank appurtenances and grave. The following table summarizes the total VOC PID headspace screening results performed by Tetra Tech.

Summary of UST Screening and Sampling Results

<i>Tank</i>	<i>Location</i>	<i>PID Reading (ppm)</i>	<i>Laboratory Samples</i>
2000-gallon UST near Church	Building Wall below fuel return	ND	No
	Y fitting adjacent to tank	ND	No
	North Sidewall – 8 feet	6.0	No
	North Sidewall – 8.5 feet	92.2	Yes
	Composite 4 sidewalls and bottom	2.2	Yes
500-gallon UST near Rectory	Composite 4 sidewalls and bottom	0.0	Yes

VOC PID hits were detected along the north sidewall of the 2000-gallon UST and TetraTech submitted two samples for laboratory analysis. TetraTech also submitted one composite sample from the 500-gallon UST for laboratory analysis. All laboratory samples were analyzed for extractable petroleum

hydrocarbons (EPH) with PAHs and volatile petroleum hydrocarbons (VPH) with petroleum target volatile organic compounds. EPH and VPH compounds were detected from the 2000-gallon UST excavation and trace concentrations of one EPH range (C19-C36 Aliphatic) compound was detected from the 500-gallon UST excavation. All compounds detected were below RCS-1 reportable concentrations. Tetra Tech concluded that no further assessment or remedial activities related to the two USTs are warranted.

Solicit Contractors and Prepare Preliminary Demolition Costs

Environmental Partners solicited preliminary cost estimates from three demolition contractors, NASDI LLC, S&R Corporation, and Charter Environmental. Existing background information provided to these contractors consisted of the following information:

- Summary of Work.
- Building Inspection Report dated November 2013.
- Site Plan showing entire parcel.
- ESA Report dated August, 2012.

A site walkover was conducted by Environmental Partners on Tuesday August 12, 2014. Each Contractor had an allocated time slot of approximately 1 hour to walk the church and rectory buildings. Mr. Paul Morin with RCAB was on site all day assisting with building access. The demolition contractors toured both buildings, collected photographs, and collected rough measurements to help with their budgetary numbers.

Budgetary estimates were provided to Environmental Partners by all three Contractors by Friday August 15, 2014. Environmental Partners reviewed and tabulated the budgetary estimates and prepared a letter report summarizing the demolition costs, a copy of which is included in Attachment F. A tabulated summary of the budget quotes are provided below.

Summary of Demolition Costs

<i>Item</i>	<i>NASDI</i>	<i>Charter Environmental</i>	<i>S&R Corporation</i>
Abatement	\$318,500.00	\$400,000.00	\$480,000.00
Demolition & disposal	\$302,900.00	\$570,000.00	325,000.00
Erosion Controls	-	-	\$6,000.00
Backfill Foundation to Finish Grade	\$117,500	-	
Temporary Security Fence	-	-	\$17,500.00
Total	\$738,900.00	\$970,000.00*	\$828,500.00

Note: Charter has provided a lower price of \$890,000.00 and an upset limit of \$970,000.00, EPG used the upset price in this table.

It is our understanding that the Town is developing a preliminary demolition budget estimate as part of the due diligence phase of this project. It should be noted that the purpose of these budgetary estimates is to provide the Town with a general guideline in support of this due diligence process, and detailed plans

and specifications for demolition and asbestos abatement must be prepared, and a formal bid process must be implemented before entering into a building demolition contract. The extent of the abatement work at this time is not fully known until demolition and abatement work is well underway, therefore, Environmental Partners recommends that the Town carry an additional 25% budget contingency to the highest budget price and additional budget for engineering services.

CONCLUSIONS AND RECOMMENDATIONS

The St. James the Great Church property is a 7.85-acre property is located at 900-910 Worcester Street. The northerly side of the site is flat, and contains a large parking lot and two structures, a church and rectory, with walkways. The southerly side of the parcel is undeveloped, and includes a pooling area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The site ranges in elevation from about 127 to about 167 feet, with a small isolated wetland area in the south-central area of the property.

Environmental Partners performed a Phase I ESA of the St. James the Great Church property in 2012, in support of a potential property transaction. The ESA recommended that additional assessment activities be performed at the property related to the following areas:

1. Exterior subsurface soil/fill material and groundwater quality;
2. Onsite isolated wetlands issues associated with property re-development; and
3. Costs associated with demolition of the onsite buildings (former church and rectory)

This assessment addressed these additional areas of concern. Conclusions and recommendations for each of these areas are presented below.

Exterior Due Diligence

Three soil borings/monitoring well and five test pits were installed at the St. James the Great Church property to evaluate subsurface conditions at the site and identify potential areas of environmental concern.

1. *Conclusion:* Soil borings and test pits were installed at the site to identify areas of potential environmental concern. The test pits were located based on geophysical anomalies identified during the initial Phase I ESA. A crushed drum with oily sludge was found at TP-2 and TP2-1 and wire mesh and brick material was found in TP-4, suggesting that historic disposal of urban fill has occurred at the site. The test pits were located based on geophysical anomalies. The presence metal debris at TP-2, TP-4, TP2-1, TP2-4, TP2-5, and TP2-8 indicates that the GPR and resistivity surveys have the potential to identify areas of urban fill and potential areas of environmental concern. Other geophysical anomalies were identified in the Phase I ESA, but only a limited number of anomalies were evaluated with test pits under this scope of work.

In summary, the shallow site soils between depths of 1 to 6 feet bgs appear to contain elements of urban fill in random locations. These materials will likely require off-site disposal as part of any demolition or reuse plan.

Recommendation: A contingency should be carried in any re-development budget to allow for off-site disposal of urban fill.

2. *Conclusion:* A gray/black sandy layer, possibly ash material, was observed at B-2/MW-2 at a depth of approximately 18 inches bgs. PAH compounds were detected in this soil sample above applicable MCP the reportable concentrations. Additional supplemental excavation was performed in the vicinity of B-2 to evaluate the extent of ash material; however, ash material was not encountered in any of the test pits indicating that the PAHs in soils is limited to the immediate vicinity of B-2 and may be related to a buried and crushed piece of asphalt associated with the former church.

Recommendation: No additional assessment or remedial activities are recommended for this area.

3. *Conclusion:* Lead and copper were detected in soils above applicable RCS-1 reportable concentrations at locations B-3 and TP-7, respectively. These were isolated detections, suggesting that metals in soil are not a widespread issue at the site. An offset test pit was excavated adjacent to TP-7 to evaluate the extent of copper in the fill material. Copper was not detected in soil samples collected from the same interval as TP-7. The average lead and copper concentrations in the fill material at B-3 and TP-7, respectively, are below the RCS-1 standards.

Recommendation: No additional assessment or remedial activities are recommended for this area.

4. *Conclusion:* A geotechnical boring was installed at the southeast corner of the property. Blow counts averaged 8 blows/foot; indicating an estimated allowable bearing capacity of 1 TSF at this location. Possible soil amendment may be required for property development.

Recommendation: Additional subsurface data will likely be required for development, depending upon the structure and location.

5. *Conclusion:* Groundwater was sampled for VOCs, PCBs, RCRA 8 metals, and SVOCs (MW-2 only). VOCs and PCBs were not detected above method detection limits at all locations. Groundwater samples were turbid. RCRA 8 metals were below method detection limits at all locations in the filtered metals samples. Concentrations of lead were detected in the total metals samples; however the detections of lead in the total metals sample is likely associated with sample turbidity and not dissolved in groundwater. PAHs were detected at MW-2 above reportable concentrations; however, the same compounds were also detected in the soil sample from B-2. This well was resampled using low flow purge and sampling protocols and all SVOC compounds were below method detection limits; suggesting that the PAHs detected in earlier groundwater sample were associated with suspended sediment in the sample and not dissolved in groundwater.

Recommendation: No additional work is recommended at this time with respect to groundwater quality.

6. *Conclusion:* Two fuel oil USTs (a 2,000-gallon and a 500-gallon) were removed from the site by Earthwork Industries under the supervision of TetraTech. PID screening of soils for VOCs were non detect for the 500-gallon UST that serviced the rectory. VOC PID hits (maximum 92.2 ppm) were measured along the north sidewall of the 2,000-gallon UST that serviced the church. Two soil samples from the 2,000-gallon UST and one sample from the 500-gallon UST were submitted for laboratory confirmation analysis of EPH with PAHs and VPH with VOCs. The

concentrations of petroleum compounds detected in soils were below RCS-1 reportable concentrations.

Recommendation: No additional work is recommended in the vicinity of the former fuel oil USTs.

Onsite Wetlands

Conclusion: The site includes one locally-jurisdictional IVW, and a Commonwealth jurisdictional BLSF. An ANRAD package was prepared and submitted for the St. James the Great Church property. The wetland resource delineation flagging at the IVW and BLSF were reviewed by the Wellesley WPC on August 4, 2014. The ANRAD was presented to the WPC in Public Hearing on August 7, 2013. The WPC closed the ANRAD Public Hearing and stated that they will issue an ORAD with no changes to the flag locations and no peer review required.

Recommendations: No additional work is recommended for the onsite wetlands. Any site development plans will require consideration of the jurisdictional wetlands identified.

Preliminary Demolition Costs

Conclusions: Preliminary demolition budget estimates were solicited from three contractors as part of this due diligence. The purpose of these budgetary estimates is to provide the Town with a general guideline in support of this due diligence process. Environmental Partners compiled existing site background information and a summary of work description for demolition of the onsite church and rectory buildings and the documents were emailed to the following three demolition contractors: NASDI LLC, S&R Corporation, and Charter Environmental. Preliminary demolition cost estimates from these three contractors ranged from \$738,900 to \$970,000.

Recommendations: Detailed plans and specifications for demolition and asbestos abatement must be prepared, and a formal bid process must be implemented before entering into a building demolition contract. The extent of the abatement work at this time is not fully known until demolition and abatement work is well underway, therefore Environmental Partners recommends that the Town carries an additional 25% budget contingency to the highest budget price and additional budget for engineering services

LIMITATIONS

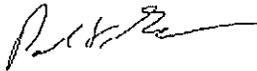
The report is based upon application of scientific principles and professional judgment to certain facts with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of the existing data, scope of work, budget and schedule. To the extent that the client desires more definitive conclusions than are warranted by the currently available facts, it is Environmental Partners Group, Inc. specific intent that the conclusions and recommendations stated herein provide guidance and not necessarily a firm course of action except where explicitly stated. EPG makes no warranties, expressed or implied, including, without limitation, any warranties as to merchantability or fitness for a particular purpose.

Mr. David Hickey, P.E.
September 30, 2014

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We appreciate the opportunity to work with the Town on this project. If you have any questions or need additional information regarding this report, please feel free to e-mail or call either Paul Gabriel at (617) 657-0250 / pfg@envpartners.com or Ann Marie Petricca at (617) 657-0299 / amp@envpartners.com.

Very truly yours,
ENVIRONMENTAL PARTNERS GROUP, INC.



Paul F. Gabriel, P.E. LSP
Principal



Ann Marie Petricca, C.P.G.
Project Manager

Attachments: Figures 1 – 4
Table 1
Attachment A – Soil Boring and Test Pit Logs
Attachment B – Test Pit and UST Photographs
Attachment C – Laboratory Analytical Reports
Attachment D – ANRAD Filing, dated July 21, 2014
Attachment E – Underground Storage Tank Closure Report
Attachment F – Demolition Cost Summary Letter Report, dated August 15, 2014

*Permanent Solution
Statement
900 Worcester Street Property
Wellesley, MA*

*Prepared for:
Town of Wellesley*



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November 16, 2015

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APPENDICES

Appendix A	BWSC104 Permanent and Temporary Solution Statement
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Appendix B	Boring and Test Pit Logs
Appendix C	Laboratory Analytical Reports

1 INTRODUCTION

Environmental Partners Group, Inc. (Environmental Partners) has prepared this Permanent Solution Statement (PSS) on behalf of the Town of Wellesley in order to comply with the requirements of the Massachusetts Contingency Plan (MCP), 310 CMR 40.0424 for the 900 Worcester Street property (herein referred to as the "Site") in Wellesley, Massachusetts. This report describes the response actions that have been completed and presents the data that supports the "No Significant Risk" determination and the filing of a Permanent Solution Statement. A copy of the BWSC104 Permanent and Temporary Solution Statement is included in Appendix A. A copy of the notification letter to the Chief Municipal Officer and Wellesley Board of Health is included in Appendix B.

1.1 Property Description and Surrounding Receptors

The Site consists of approximately 8 acres located at 900-910 Worcester Street in Wellesley, Massachusetts. The Site is abutted by Worcester Street to the north, beyond which are residential and conservation property; Dale Street to the west, beyond which are residential and municipal properties; various residential properties to the south; and a commercial office property to the east.

A Site Locus, Figure 1-1, depicts the general location of the Site with coordinates of Latitude N 42° 18' 17.64" and Longitude W 71° 19' 5.16". According to the Bureau of Waste Site Cleanup (BWSC) site scoring map, presented as Figure 1-2, the Site lies within a FEMA 100 year flood plain, medium yield aquifer, and freshwater wetlands areas. The Site is also located within 0.5 miles of certified and potential vernal pools to the southeast and northwest, Zone II Wellhead Protection Area (WPA) to the southeast, and community groundwater wells to the southeast. In addition, Morses Pond is located to the southwest of the property.

1.2 Site Description

The northerly side of the property is flat, and contains a large parking lot and two structures, a former church and rectory, with walkways. The church and rectory are scheduled for demolition in Fall 2015. The southerly side of the parcel is undeveloped, and includes a low-lying area for drainage from the parking lot and a hillside that ascends rapidly towards the south and the cul-de-sac of Bayview Road. The developed portion of the site is situated at an elevation of approximately 124 feet above sea level. In general, the site is at a slightly higher elevation than Worcester Street and slopes to the south and away

from Worcester Street. The site drops steeply along the south side to a small isolated wetland area in the south-central area of the property. The property is owned by the Town of Wellesley.

1.3 Potentially Responsible Parties Conducting Response Actions

Responsible Party: Town of Wellesley
20 Municipal Way
Wellesley, MA 02481
Telephone: (781) 235-7600
Contact: Mr. David Hickey
Town Engineer

Licensed Site Professional: Mr. Paul F. Gabriel, P.E., LSP
LSP Registration Number: 9244
Environmental Partners Group, Inc.
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169
Telephone: (617) 657-0200

2 RELEASE HISTORY AND CONCEPTUAL SITE MODEL

2.1 Release History

Three soil borings were conducted along with five test pits at the Site on July 23, 2014. These were performed during the Phase II Investigation, in support of a potential purchase of the Site. During these assessment activities, a concentration of lead was detected above the RCS-1 reportable concentration at boring location B-3 (20-34 inches bgs). Boring B-3 is located to the southwest of the rectory, at the corner of the lawn area as shown in Figure 2-1. RCS-1 soil reportable concentrations are applicable at the Site, because the Site is located within 500 feet of residential dwellings along Lexington Road to the north.

As a result of the lead concentration above RCS-1, a Release Notification Form was submitted to the DEP on November 24, 2014 and was assigned a Release Tracking Number (RTN) 3-0032556.

2.2 Conceptual Site Model

Results of the Phase II Investigation indicate that the detection of lead above the RCS-1 reportable concentrations at location B-3 is an isolated occurrence and that lead in soil is not detected above RCS-1 Reportable Concentrations in other areas of the Site. Lead concentrations were not detected above RCS-1 standards at any other boring or test pit location (3 borings and 13 test pits). At location B-3, lead concentrations above RCS-1 were only detected between 20-34 inches below ground surface. The average concentration between 12-36 inches at this location was 137 mg/kg, which is below the RCS-1 standards. A layer of Historic Fill material as defined in 310 CMR 40.0006 is present from between 0.5 to 7 feet bgs as discussed in Section 2.4.1.

2.3 Phase II Investigation

2.3.1 Introduction

Environmental Partners performed a Phase I ESA of the Site located at 900 Worcester Street in Wellesley, MA in 2012. As part of the Phase I ESA, a geophysical survey was performed by Radar Solutions International (Radar Solutions) to evaluate subsurface conditions in the open areas around the church buildings. The geophysical survey included a ground penetrating radar (GPR) and resistivity survey. Radar Solutions recommended further investigation of 14 locations where subsurface anomalies were identified. These anomalies were identified in the parking lot area on the west and south sides of the

property, as well as in grassy and paved areas to the north and east of the church building. The Phase I ESA recommended that additional assessment activities be performed at the property including exterior subsurface soil/fill material and groundwater quality.

In July and August 2014, Environmental Partners performed additional assessment activities at the Site to address these areas of concern.

The following tasks were performed to address the areas of concern discovered during the Phase I ESA:

- Install and Sample 3 Soil Borings and 12 Test Pits
- Geotechnical Investigation (1 Boring Location)
- Groundwater Sampling and Testing

2.3.2 Soil Boring/Monitoring Wells, Test Pits and Groundwater Sampling

On July 23, 2014, Environmental Partners provided oversight of the drilling of three soil borings, each of which was completed as a groundwater monitoring well; and excavation of five test pits. The test pits were located based on the results of a geophysical survey of the site performed in 2012.

The soil borings/monitoring wells were installed to evaluate conditions on the upgradient and downgradient areas of the property. The soil borings/monitoring wells were installed by Northern Drilling Company of Northborough, MA using a Geoprobe Drilling rig and continuous soil samples were collected from the ground surface to a depth of 20 feet below ground surface (bgs). Soil samples were screened in the field for total volatile organic compounds (VOCs) using a photo-ionization detector (PID) and analyzed for metals using a handheld Innov X Delta x-ray fluorescence analyzer (XRF) analyzer. This work was performed under an ASTM Phase I and supplementary Phase II scope of work, which was agreed upon by the seller. Soil samples were submitted for laboratory analysis in accordance with the following protocol.

- Each soil sample was inspected for the presence of ash/fill material and screened using the following instruments:
 - PID using the DEP's Jar Headspace Method
 - Handheld XRF Analyzer for Metals
- If VOC Headspace screening readings were above 10 ppm/v and/or the soils exhibit an unnatural odor, then a sample was submitted to a DEP-certified laboratory for VOC analysis (EPA Method 8260B).

- If the soils were stained/discolored or contain ash-like material, a sample was submitted to a DEP-certified laboratory for semi-volatile organic compound (SVOC) analysis (EPA Method 8270)
- If the metals concentrations detected by the XRF analyzer indicated concentrations of metals above the MCP 310 CMR 40.0000 Subpart P RCS-1 reportable concentrations, then the soil sample was submitted to a DEP-certified laboratory for analysis of those specific metals.

Based on the presence of wetlands south of the on-site parking lot, it is assumed that groundwater flow is towards the west-southwest. Three 2-inch diameter Schedule 40 PVC monitoring wells were installed at the site. Groundwater from these wells was sampled for VOCs by Method 8260B, RCRA 8 metals and PCBs. In addition, a groundwater sample from MW-2 was analyzed for SVOC by Method 8270, because SVOCs were detected in a soil sample from this boring.

Based on the results of the initial test pits, soil borings and monitoring well sampling, a second round of test pits were excavated on September 18, 2014.

2.4 Phase II Investigation Results

2.4.1 Soil Borings and Test Pits

The three soil borings and initial five test pits were installed at the site in July 2014, as shown on Figure 2-1. Environmental Partners prepared detailed soil boring and test pit logs describing the lithology and evidence of soil contamination, which are included in Appendix C.

Observed subsurface geology consists of the following:

- 3 - 6 inches below ground surface (bgs) -- sandy loam soil or pavement.
- 0.5 feet bgs to between 3 and 7 feet bgs -- fill material consisting of coarse sand and gravel with some medium and fine sand and silt. Evidence of urban historic disposal/fill is observed within this layer of material, including bottles, bricks, wire mesh, and a drum.
- A dark brown/black silty clay layer with pieces of trees and roots was observed at all test pit locations, with the top of the layer located at a depth ranging from 3 feet bgs at TP-2 to 7 feet bgs at TP-7 and ranged in thickness from 1 to greater than 3 feet thick. The layer had an organic/septic odor and is likely associated with a former low spot that has since been filled in with sand, silt, gravel and refuse.
- Beneath the dark silty clay layer the subsurface geology consists of mixed medium to coarse sand, gravel, and silty fine sand to a depth of 30 feet bgs.

As summarized below, the fill material identified between 0.5 to 7 feet bgs is considered to be Historic Fill as defined in 310 CMR 40.0006.

- a) Historic aerial photographs indicate that the fill material was emplaced prior to construction of the church in 1946.
- b) The fill material is composed primarily of construction debris and other solid waste and reworked soils.
- c) The fill material does not contain oil or hazardous materials originating from operations or activities at the location of the emplacement;
- d) The fill material is not and does not contain a generated hazardous waste;
- e) The fill material does not contain chemical production waste, manufacturing waste, or waste from processing of metal or mineral ores, residues, slag or tailings; and
- f) The fill material does not contain waste material disposed in a municipal solid waste dump, burning dump, landfill, waste lagoon or other waste disposal location.

Depth to water in the borings and test pits ranged from 8 – 9 feet bgs at TP-6 and TP-7; to 6 – 7 feet at B-2/MW-2 and B-3/MW-3 at the northeast corner of the property; to 4 – 5.5 feet in test pits in the parking area in the central and western portions of the site (TP-1, TP-2 and TP-4) and 3.25 feet bgs at B-1/MW-1 located at the southwest corner of the paved area. The Town surveyed the monitoring wells and Environmental Partners gauged the depth to water in the three monitoring wells on August 5, 2014. Figure 2-2 is a groundwater flow map based on these three wells and shows groundwater flow towards the west-southwest. This water table configuration is consistent with the west-southwest corner of the property being located within the 100-year flood zone and the fact that this portion of the property periodically floods.

In accordance with the Scope of Work, soil samples from each boring and test pit were screened in the field for total VOCs with a PID and analyzed for metals using a handheld XRF analyzer. The XRF results are summarized in attached Table 2-1. PID headspace screening results are compiled on the soil boring and test pit logs included in Appendix C.

PID readings above 10 ppm were identified in the following soil samples and as a result, samples were submitted for laboratory analysis of VOCs by EPA Method 8260B:

- B2-S1 14.2 ppm
- B2- S2 12.4 ppm

Discoloration and unnatural odors were observed in the following test pit soil samples

- TP2-S2 Dark color and chemical odor
- TP6-S4 Gray color and septic odor

These samples were submitted for laboratory analysis of VOCs and SVOCs.

The soil XRF and laboratory results were compared with the RCS-1 soil reportable concentrations, because the property is located within 500 feet of residential dwellings along Lexington Road. As shown in Table 2-1, the following soil samples had elevated levels of metals based on handheld XRF analyses:

- B3-S1B Lead – 426 mg/kg (RCS-1 = 200 mg/kg)
- TP7-S2 Copper – 1181 mg/kg (RCS-1 = 1000 mg/kg);
- TP2-S2 Arsenic – 20 mg/kg (RCS-1 = 20 mg/kg)

Soil samples were submitted for laboratory analysis in accordance with the August 1, 2014 scope of work. The following soil samples were submitted to ESS Laboratory in Cranston, RI, a Massachusetts State Certified Laboratory, for analysis. Laboratory analytical reports are included in Appendix D.

- B3-S1B Lead
- TP7-S2 Copper
- TP2-S2 VOCs, SVOCs and Arsenic
- B2-S1 VOCs and SVOCs
- B2- S2 VOCs
- TP6-S4 VOCs and SVOCs

The following Table 2-2 summarizes compounds/elements detected in site soil samples above RCS-1 reportable concentrations. This table includes the handheld XRF and laboratory analytical results and the RCS-1 standards.

Table 2-2. Summary of Handheld XRF and Laboratory Analytical Results

Analyte	RCS-1 Reportable Concentration	Sample ID	Sample Depth (feet bgs)	XRF Results	Lab Results
2-Methylnaphthalene	0.7	B2-S1	0-3'	nt	1.32
Acenaphthylene	1			nt	3.54
Benzo(a)pyrene	2			nt	5.02
Phenanthrene	10			nt	13.9
Naphthalene	10			nt	22.1
Lead	200	B3-S1B	2-3'	426	291
Copper	1000	TP7-S2	4-6'	1181	2900
Arsenic	20	TP2-S2	2.5-3'	20	5.6

All results in mg/Kg
nt = not tested

As shown above, SVOCs were detected at B2-S1 associated with a 3-inch thick layer of dark sandy material (possibly asphalt or ash material), located approximately 18 inches below ground surface (bgs). The SVOCs detected, polycyclic aromatic hydrocarbons (PAHs) are commonly associated with asphalt, petroleum constituents, urban fill, and ash material.

Arsenic was detected at TP2-S2 using the handheld XRF at the RCS-1 reportable concentration of 20 mg/kg. Confirmatory laboratory analysis of this sample detected 5.6 mg/Kg of arsenic, which is less than the RCS-1 value.

Lead was detected in soil sample B3-S1B located 20-34 inches bgs. Handheld XRF results from this sample had measured lead concentrations of 426 mg/kg and the laboratory results were 291 mg/kg. The RCS-1 reportable concentration for lead in soils is 200 mg/kg. This sample was collected from fill material within the former wetland area. The concentrations of lead based on XRF analyses in other samples from the same interval in B3 (12 - 34 inches bgs) were as follows: B3-S1A (93 mg/Kg at 12-20 inches bgs) and B3-S1C (27 mg/Kg at 27-34 inches bgs). As a site screening evaluation, the average lead concentration from the interval from 12 - 36 inches bgs is 137 mg/Kg, which is less than the RCS-1 Reportable Concentration of 200 mg/kg, suggesting that these lead concentrations do not pose a significant risk.

Copper was detected in soil sample TP7-S2 from a depth of 4-6 feet bgs. Handheld XRF (1181 mg/kg) and laboratory confirmation test results (2900 mg/kg) were both above the RCS-1 standard for copper of 1,000 mg/kg. A Coke bottle was present at TP-7 from a depth between 1-4 feet bgs, indicating historic urban fill in this area. Additional samples within this interval were not analyzed for metals. Samples from the intervals above and below were non-detect for metals using the handheld XRF.

The detections of lead and copper above RCS-1 reportable concentrations at a single location at the site indicate that these metals are present in isolated occurrences and not indicative of a site wide metals issue. Both samples were collected from fill material.

2.4.2 Supplemental Test Pits

A second round of test pits was excavated in September 2014, to further evaluate some of the areas of concern identified during the July 2014 test pits and soil borings. Additional test pits were also excavated to evaluate some geophysical anomalies not evaluated in July 2014. A total of eight additional test pits were excavated.

A three-inch thick layer of ash or crushed asphalt material was observed in the Geoprobe sample from B-2/MW-2 at a depth of approximately 18 inches bgs. A series of shallow pits were excavated to the north, south, east and west of B-2, to a depth of approximately 3 feet bgs to evaluate the vertical and lateral extent of this ash layer. No ash or asphalt material was observed in any of the areas excavated, indicating that the ash material is only located in the immediate vicinity of boring B-2/MW-2. It's possible that the layer was a crushed up piece of asphalt. Because this ash/asphalt layer could not be located in any of the additional test pits areas, no further assessment or remedial activities were required.

During the initial round of test pits, copper was measured in a soil sample from TP-7 at a concentration of 2900 mg/Kg from a depth of 4 to 6 feet bgs. TP-7 was backfilled after excavation and sampling and, therefore, additional test pits and sampling could not be performed at the same location. An offset test pit to TP-7 was excavated to a depth of six feet bgs, TP-2-7 as shown on Figure 2-1, to evaluate the extent of copper in the soils above the RCS-1 standard of 1,000 mg/Kg. Soil samples from depths of 4 feet and 5 feet bgs were analyzed in the field with the XRF and copper was below instrument detection limits in both samples. The XRF resolution for these two samples was ± 31 and ± 33 mg/Kg respectively. These results indicate that the detection of copper was an isolated point and could not be reproduced. The XRF resolution value was used to calculate a conservative average copper concentration in the area of TP-7 from a depth of 4 to 6 feet bgs. The calculated average copper concentration in the area of TP-7 is 988 mg/Kg which is below the RCS-1 concentration of 1,000 mg/Kg. Based on these concentrations, the detection of copper did not require notification to DEP and no further assessment or remedial activities were required.

The second phase of test pits that were excavated to evaluate additional geophysical anomalies (TP-2-1, TP-2-2, TP-2-3, TP-2-4, TP-2-5, and TP-2-6) did not identify any, MCP Reportable Conditions, adverse subsurface conditions or additional areas with elevated metals or VOCs based on screening results.

The concentrations of lead detected at B2/S-1 (426 mg/Kg with the field XRF analyzer and 291mg/Kg laboratory analyses) exceeded the RCS-1 were reported to DEP on November 24, 2014. The lead concentrations in soils are addressed under this Permanent Solution Statement.

2.4.3 Groundwater Results

The applicable reportable concentration for groundwater at the site is RCGW-1 because the site is located in an area designated as a medium yield aquifer.

Groundwater samples were collected on August 5, 2014 from monitoring wells MW-1, MW-2 and MW-3 and analyzed for VOCs and RCRA 8 Metals (total and dissolved). In addition, groundwater from MW-2 was also analyzed for SVOCs, because soil sample laboratory results from this location indicated the presence of SVOC compounds (PAHs) in soil. All groundwater samples were collected with a dedicated bailer using conventional purging and sampling methods. On August 20, 2014 wells MW-1, MW-2 and MW-3 were sampled for PCBs and well MW-2 was resampled for SVOCs using low flow purge and sampling techniques to reduce sample turbidity. Groundwater samples were submitted to ESS Laboratory for analyses and analytical reports are included in Appendix D.

VOCs and PCBs were below method detection limits in all three wells. Groundwater samples for filtered (dissolved) metals were below the RCGW-1 reportable concentrations for all RCRA 8 metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver). Concentrations of lead were detected in the total metals samples at all three locations above the RCGW-1 standard of 0.01 mg/L; however the detections of lead in the total metals samples are attributed to suspended sediment in the sample, as the samples were very turbid. The filtered groundwater metals samples are more representative of groundwater quality at the site.

PAHs were detected at monitoring well MW-2 above RCGW-1 reportable concentrations, including benzo(a)anthracene, benzo(a)pyrene, and indeno(1,2,3-cd)pyrene. These compounds were also detected in the soil sample from B-2. This well was resampled on August 21, 2014 using low flow purge and sampling protocols and all SVOC compounds were below method detection limits. The low flow samples are more representative of groundwater quality. The PAHs detected in the earlier groundwater sample are attributed to sediment in the sample and not dissolved or mobile in groundwater.

3 NATURE AND EXTENT OF CONTAMINATION

The scope of this Permanent Solution Statement focuses on the detection of lead at location B-3. The source of the lead concentration at boring location B-3 is attributed to the Historic Fill material at this location. Lead was not detected above reportable concentrations at either of the other two borings or 13 test pits, 74 soil samples total, including sample locations in close proximity to B-3 as well as upgradient and downgradient of B-3. These comprehensive sampling results indicate that this lead detected at B-3 is an isolated occurrence.

Arsenic was detected at TP2-S2 using the handheld XRF at the RCS-1 reportable concentration of 20 mg/kg. Confirmatory laboratory analysis of this sample detected 5.6 mg/Kg of arsenic, which is less than the RCS-1 value. Therefore, arsenic is not identified as a contaminant of concern at the site.

The concentrations of PAHs and copper in soils could not be reproduced or verified and, if present, appear to be isolated; as such, these detections did not require reporting under the MCP.

The applicable reportable concentration for groundwater at the Site is RCGW-1 because it is located in an area designated as a medium yield aquifer. Groundwater samples were collected at three monitoring well locations (MW-1, MW-2, MW-3), as shown on Figure 2-1. Based on representative groundwater data (i.e., samples without a matrix interference), groundwater quality at the site does not exceed reportable concentrations.

Therefore, this risk characterization addresses the release of lead in soil only.

3.1 Soil

Lead at location B-3 is the only analyte detected above RCS-1 Reportable Concentrations, based on data considered usable and representative. Impacted soils, as documented at located B3-S1B, are located at a depth between 20-34 inches bgs. The following table summarizes the vertical distribution of lead in soils at B3.

Table 3-1 Summary of Lead Concentrations in Soil at Boring B3

<i>Sample ID</i>	<i>Sample Depth (inches)</i>	<i>Concentration (mg/Kg)</i>	
		<i>XRF Lead</i>	<i>Lab Lead</i>
<i>S-1/GW-1</i>		200	200
B3-S1A	12-20	93	291
B3-S1B	20-34	426	
B3-S1C	27-34	27	
B3-S2A	60-78	34	
B3-S2B	78-100	< 15	

As indicated in the above table, based on sample results from B3-S1B, the laboratory analytical results are lower than measured with the handheld XRF analyzer, indicating that the XRF results for lead may be biased high. The average lead concentration in soil from B3 from 0-3 feet bgs is 137 mg/Kg (using the laboratory results from B3-S1B combined with the XRF data).

The following table summarizes the concentrations of lead detected in soils site-wide from a depth of 0-3 feet bgs.

Table 3-2 Summary of Lead Concentrations in Soil 0-3 feet bgs

Sample ID	Sample Depth (feet)	XRF Lead	Lab Lead
		Concentration (mg/Kg)	
<i>S-1/GW-1</i>		200	200
B1-S1A	0-3'	24	-
B1-S1B		65	-
B1-S1C		18	-
B1-S1D		13	-
B2-S1	0-2.5'	42	-
B3-S1A	0-3'	93	-
B3-S1B		426	291
B3-S1C		27	-
TP7-S1	1'-4'	17	-
TP1-S1	10"-3'	79	-
TP6-S1	0-6"	15	-
TP2-S1	0.4'-1'	44	-
TP2-S2	2.5'-3'	118	-
TP4-S1	3"-2'	46	-
TP4-S2	2'-2.5'	14	-
TP 2-2-1	3"-1'	17	-
TP 2-2-2	1'-28"	18	-
TP 2-3-1	4"-2'	44	-
TP 2-5-1	4"-16"	26	-
TP 2-5-2	16"-32"	26	-
TP 2-6-1	4"-16"	72	-
TP 2-6-2	16"-32"	13	-
TP 2-7-1	2"-9"	28	-
TP 2-8-1	2"-19"	26	-

Average 49.00 **

** Average calculated using B3-S1B laboratory results

As shown in the above table, at a depth of 0-3 feet bgs, across the site, lead concentrations are less than 200 in all 24 samples except B3-S1B. The site-wide average concentration of lead in soils 0-3 feet bgs, is 49 mg/Kg. Based on all XRF data collected site-wide for lead in soils above the water table (Table 2-1), the average lead concentration across the site is 31 mg/Kg. DEP published background concentration for lead in "natural" soil is 100 mg/Kg (DEP, 1992). The average concentration of lead in soils from 0-3 feet bgs and site-wide is less than this published background concentration.

3.2 Groundwater

All three monitoring wells (MW-1, MW-2, MW-3) were found to have concentrations of all contaminants below the GCGW-1, therefore groundwater is not included in this release.

3.3 Contaminant Fate and Transport

The contaminant of concern at the Site is lead in soils. Lead levels in soil are relatively stable, with little expectation that significant changes will occur over time. Lead levels in soil tend to be relatively constant because lead does not degrade or volatilize, and because lead usually does not migrate extensively through soil. Since lead tends to be relatively stable, we can assume that the area of contamination will remain isolated over time.

4 REPRESENTATIVENESS AND DATA USABILITY EVALUATION

4.1 Representativeness Evaluation

This section presents the evaluation of the Site data for representativeness pursuant to supporting the PSS presented herein and in general accordance with DEP Policy #WSC-07-350, *MCP Representativeness Evaluations and Data Usability Assessments*.

4.1.1 Conceptual Site Model (CSM)

Disposal Site History:

According to historical records reviewed the Site was formerly a residential property used by James Maffei in the mid-1920's. In the mid-late 1920's, Mr. Maffei applied for several licenses for the storage of fuel and to use his property for industrial purposes (sand, gravel, and concrete production; refer to Section 2.6.7). It is unclear whether the exact location for those uses was within the Site limits as Mr. Maffei's property limits south of Worcester Street extended beyond the limits of the Site. The potential development of the Site and the surrounding area for industrial/commercial use may have altered the topography (refer to Section 2.7.1). From 1947 to 2012, the property was owned and operated by the Roman Catholic Archdiocese of Boston.

Geology/Hydrogeology

The geology and hydrogeology are summarized in Section 4.3.

Contaminant Sources and Types

The contaminant of concern identified at the site is an isolated detection of lead in soil above RCS-1 Reportable Concentrations. The lead in soils is associated with Historic Fill material deposited at the site by a previous owner.

4.1.2 Use of Field Testing/Screening Data

Field analysis for metals was performed with a handheld Innov X Delta XRF analyzer to characterize nature and extent of metals, and lead in particular, in soils. Comparison of XRF analyses for lead with laboratory analyses indicate that the XRF analyses may be conservative and biased high. The delineation of lead concentrations across the site is based primarily on field XRF analyses. A statistical analysis of the lead concentrations detected in soils using the XRF and laboratory data is presented in Table 4-1.

These data are based on XRF analyses, except where laboratory data are available, in which case the laboratory lead concentration is used. As shown on Table 4-1, the average concentration of lead in soils across the site and in the 0-3 foot depth interval is 31 mg/Kg and 49 mg/Kg, respectively. The upper 95 percent confidence level for lead concentrations in soils across the site and within the 0-3 foot depth interval is 42 mg/Kg and 72 mg/Kg, respectively. As indicated, even at the upper 95 percent confidence level, the concentrations of lead are below the DEP background levels for lead in soils of 100 mg/Kg (DEP, 1992).

4.1.3 Sampling Rationale/Number, Spatial Distribution and Handling of Samples

Given the conceptual site model, the soil sampling and analysis plan focused on the following objectives:

- 1 evaluation of geophysical anomalies associated with fill material;
- 2 spatially distribution of borings and test pits to evaluate representative portions of the Site both vertically (from the ground surface to the water table) and laterally; and
- 3 evaluation of groundwater quality upgradient of the property and downgradient of the property at the east and west end of the Site.

The sampling plan was designed to evaluate potential disposal areas ensuring that the release did not migrate beyond the Site limits, while also being robust enough to evaluate conditions within the Site boundaries. The vertical and spatial distribution of samples, including field and laboratory analyses, is considered adequate to evaluate Site conditions.

4.1.4 Temporal Distribution of Samples

Given that the COC is lead and the source of lead in soil is associated with fill material that has been at the Site since pre-1947, no increase/seasonal variability of the concentrations of contaminants are anticipated. Hence temporal sampling was not warranted for this site.

4.1.5 Completeness/Inconsistency and Uncertainty

No data gaps were identified following a review of the data.

4.1.6 Information Considered Unrepresentative

Data considered unrepresentative of current site conditions are the detection of copper at TP-7 and the detection of SVOCs at B-1. As discussed in Section 2.4.2, additional excavation in the vicinity of B-1 did not find any more asphalt or indications of SVOCs, therefore, that sample is considered unrepresentative. Copper was detected with the XRF above RCS-1 Reportable Concentrations at location TP-7. As

discussed in Section 2.4.2, an offset test pit was excavation to test for copper and copper was not detected above instrument detection limits.

Total metals concentrations in groundwater are considered unrepresentative. Total metals samples were cloudy and turbid and the detection of metals in the unfiltered water samples from MW-1, MW-2 and MW-3 is likely due to suspended sediment in the sample and not representative of groundwater quality or what may be mobile in groundwater. Metals concentrations in the filtered metals samples were below method detection limits in all three monitoring wells, with the exception of barium; which was detected at concentrations approximately two orders of magnitude below the MCP GW-1 and GW-3 standards.

4.2 Data Usability

The data provided with this PSS was evaluated for usability in accordance with the MCP.

4.2.1 Presumptive Certainty

As indicated in the laboratory reports supporting this PSS, the analytical laboratory has indicated that the conditions for Presumptive Certainty under applicable provisions of the MCP and DEP policy guidance were met. The laboratory provided the necessary Analytical Method Report Certification Forms, case narratives, and QA/QC data reporting; these were included in the laboratory reports provided with previous MCP submittals and in the laboratory reports provided in Appendix D.

4.2.2 Data Quality

In an effort to verify that the data collected were suitable for use in the Site characterization, Environmental Partners reviewed the laboratory analytical report generated as part of the assessment activities. This data usability review included the report narrative, surrogate recovery results and the "MCP Analytical Method Report Certification Form" included in the data package. Surrogate recoveries for the specific analyses were reported as being within the range specified in the analytical methods. The certification form included with the analytical data package indicated that:

- Samples were received by the laboratory in a condition consistent with the Chain of Custody and consistent with required preservation methods.
- Analytical data met all the requirements for Presumptive Certainty, as described in Section 2.0 of the DEP document CAM VII A.
- Environmental Partners elected to have the analytical laboratory report only target metals detected in the field screening.
- All QC performance standards and recommendations for the specified methods were achieved, or data not meeting the appropriate performance standards were discussed in the case narrative. No

QC performance issues were identified in the individual analyses performed. No performance issues meeting the DEP Rejection Criteria set forth in Appendix IV of DEP Policy #WSC-07-350 were identified in all of the analytical data collected.

In addition, Environmental Partners compared the laboratory reporting limits and XRF error limits for all analytes with the applicable MCP Method 1 Risk Standards. The comparison indicated that the analytical data were sufficiently sensitive and usable in support of risk characterization and the PSS.

Field XRF data (with the exception of the one location where a sample was submitted for laboratory analysis, in which case the laboratory data was used) are used to evaluate the lead concentrations in soils across the site and in the 0-3 foot depth interval and to develop EPC for lead in soil and to evaluate lead concentrations in site soils with respect to DEP background concentrations. Statistical analyses were performed on the XRF data to evaluate the UCL 95 for the average concentration of lead in soils across the site and in the 0-3 foot depth interval. The UCL 95 for lead concentrations in soil under both scenarios is less than 100 mg/Kg, which is the DEP background concentration for lead in soil.

4.2.3 Conclusion

Based on the information provided in the laboratory analytical reports, the required QA/QC procedures were followed, and all performance/acceptance standards for the required QA/QC procedures were achieved unless otherwise noted. Review of error limits and statistical analyses of the XRF data indicate that the XRF analyses are representative and usable. Environmental Partners reviewed the laboratory reports and XRF data and concludes that the soil and groundwater data collected at the Site (with the exception of the data determined to be unrepresentative):

- Meet the requirements for presumptive certainty as described in the DEP (WSC-CAMVII A) policy for the acquisition and reporting of analytical data,
- Are acceptable for use in the Site characterization and conducting response actions under the MCP at this site, and
- Are deemed usable in support of an LSP opinion for this site.

5 RISK CHARACTERIZATION

In accordance with 310 CMR 40.1000, a Risk Characterization was performed to establish whether a level of "No Significant Risk" to health, safety, public welfare and the environment has been achieved at the disposal site for current conditions and any reasonable foreseeable use.

Of the three Risk Characterization Methods available, Method 1 was used for human health and is applicable because:

- The contaminant of concern (COC) remains in soil and is not likely to migrate at potentially significant concentrations to an environmental medium such as sediments, surface water, or ambient or indoor air;
- Promulgated MCP Method 1 Standards (310 CMR 40.0970 through 40.0979) exist for the COC;
- There are no COCs that bioaccumulate.

5.1 Identification of Applicable Soil and Groundwater Categories

5.1.1 Soil

MassDEP has established categories S-1, S-2 and S-3 for soil pursuant to 310 CMR 40.0933. Soil categories are selected on the basis of the receptor's potential for exposure. Soil categories are determined by evaluating the accessibility of the soil in combination with the frequency and intensity of use by adults and children. Frequency of use is described as "high, low, or not present." Intensity of use is described as "high or low", and accessibility is described as "accessible, potentially accessible, or isolated." The Town recently purchased the Site and uses for the property are undetermined; therefore, for purposes of this Risk Characterization unrestricted future use of the property is used for evaluating potential exposure to lead in soil. Under current and foreseeable activities and uses the applicable soil categories are determined as follows:

- *Frequency of Use*: The property is no longer in use, therefore Adult and Children Frequency of Use are considered "Low" for current use. Future Site use is based on unrestricted conditions and is considered "High" Frequency of Use.
- *Intensity of Use*: Current intensity of use is considered "Low" and future use is considered "High".
- *Accessibility*: The impacted soil is located in a grassy area southwest of the rectory. For current and future unrestricted use the soil would be considered accessible.

Under current and future use is the applicable soil category S-1 applies.

5.1.2 Groundwater

MassDEP has designated Categories GW-1, GW-2 and GW-3 for groundwater pursuant to 310 CMR 40.0932. These categories describe the potential for three types of exposure. One or more categories may apply to a given site. Site groundwater is categorized as follows.

Category GW-1 applies if groundwater is within any of the following areas:

- Current Drinking Water Source Areas; or Potential Drinking Water Source Areas

Category GW-2 applies if groundwater is within:

- 30 feet of an occupied building or structure and the average annual depth to groundwater is 15 feet or less.

Category GW-3 applies:

- Groundwater at all locations is considered category GW-3, with groundwater discharge to surface water.

The Site is located within a current or potential drinking water source area; therefore, GW-1 applies to the Site. Groundwater was detected at less than 15 feet below the ground surface; therefore, for unrestricted site use, GW-2 would apply. As such the applicable groundwater categories GW-1, GW-2 and GW-3 were used for this risk characterization.

5.2 Identification of Contaminant of Concern

Lead is the contaminant of concern (COC) at the Site, with concentrations detected in soils at levels above background.

5.3 Identification of Exposure Points and Exposure Point Concentrations

5.3.1 Soil

Exposure Points for soil are defined by “the vertical and horizontal distribution of the material in soil in combination with the soil category (ies) determined to be applicable” (310 CMR 40.0973(3)(b)). As noted, lead was detected in one Geoprobe sample from boring B-3 at a depth of 20-34 inches bgs. The Exposure Point has been identified at the Site, conservatively assumed to include the interval from 0-36 inches bgs in the vicinity of B3 (rather than an average across the site). Environmental Partners used the arithmetic average of the concentrations detected at location B-3 between 0-36 inches bgs, as the EPC for these COCs.

5.3.2 Groundwater

Groundwater analysis indicated no detectable concentrations of dissolved lead above Method 1 GW-1, GW-2 or GW-3 standards during the Phase II Site Investigation. Therefore groundwater has a condition of no significant risk.

5.4 Exposure Point Concentrations and Method 1 Standard Comparison

EPC was determined using the arithmetic average of site data at boring location B-3 from 0-36 inches bgs, as calculated in Section 3.1 and shown as follows.

Table 5-1. Calculation of Exposure Point Concentration for Soil

<i>Sample ID</i>	<i>Sample Depth (inches)</i>	<i>Concentration (mg/Kg)</i>	
		<i>XRF Lead</i>	<i>Lab Lead</i>
<i>S-1/GW-1</i>		200	200
B3-S1A	12-20	93	291
B3-S1B	20-34		
B3-S1C	27-34	27	
Arithmetic Average		137	

As indicated above, the arithmetic average was calculated using laboratory data, as available (sample B-3/S-1B) and XRF results for other samples over the 0-36 inch interval. The calculated EPC for lead at B-3 is 137 mg/Kg. The following table summarizes the applicable MCP Method 1 Soil Standards promulgated for lead (the COC) compared to the soil EPC.

Table 5-2. Comparison of EPC and Method 1 Standards

<i>Contaminant of Concern</i>	<i>Exposure Point Concentration (mg/Kg)</i>	<i>S-1/GW-1 (mg/Kg)</i>	<i>S-1/GW-2 (mg/Kg)</i>	<i>S-1/GW-3 (mg/Kg)</i>	<i>UCL (mg/Kg)</i>
Lead	137	200	200	200	6,000

As shown above, the soil EPC for lead at the site is below the applicable MCP Method 1 Standards for lead in soil.

Pursuant to the MCP, a condition of No Significant Risk exists without restrictions since the EPC is less than the application MCP Method 1 Risk Standards.

5.5 Activity and Use Limitations

Soil EPCs for each exposure point are less than applicable MCP Method 1 Standards and UCLs as shown in Table 4-1 above. Therefore, the implementations of an Activity and Use Limitations (AUL) is not required to achieve or maintain a level of No Significant Risk pursuant to 310 CMR 40.1012 (2)(2)(a).

5.6 Characterization of Risk of Harm to Public Welfare

The MCP defines two purposes for conducting a characterization of risk to public welfare: (a) to identify and evaluate nuisance conditions that may be localized, and (b) to identify and evaluate significant community effects. The characterization of risk to public welfare considers effects that are or may result from the presence of residual contamination or the implementation of a proposed remedial alternative (310 CMR 40.0994).

The characterization of the risk of harm to public welfare considers the site, receptor, and exposure information, as well as data collected pursuant to the response action(s) being performed.

The characterization of risk of harm to public welfare also considers such factors as the existence of nuisance conditions, loss of active or passive property use(s), and any non-pecuniary effects not otherwise considered in the characterization of risk of harm to health, safety, and the environment, but which may accrue due to the degradation of public resources directly attributable to the release or threat of release of OHM or the remedial alternative (310 CMR 40.0994(2)).

The risk of harm to public welfare is characterized by comparing the concentration of each OHM to the Upper Concentration Limits in Soil and Groundwater or UCLs [as defined in 310 CMR 40.0996]. In addition, a level of no significant risk of harm to public welfare exists or has been achieved, if no nuisance conditions, such as noxious odors, persist. The detection of lead in soil (Table 4-1) do not exceed the numerical UCLs.

Based on current site conditions, with impacted soils in the top three feet, the Site has not been shown to possess an odor at close range or other nuisance condition.

Therefore, there is No Significant Risk to public welfare at the Site under current and foreseeable future conditions.

5.7 Characterization of Risk of Harm to Safety

Risk of Harm to Safety was evaluated pursuant to 310 CMR 40.0960. The conditions at the Site have been reviewed to assess whether any conditions associated with the lead release exists or may exist in the foreseeable future or could pose a threat of physical harm or bodily injury to people. Based on all available data from the Site, there is no evidence that the site conditions do or will pose a significant risk of harm or safety.

5.8 Risk to the Environment

Pursuant to 310 CMR 40.0955(3), the risk of harm to the environment shall be characterized based on the data collected pursuant to the response action being performed and the site, receptor, and exposure information identified in 310 CMR 40.0995. The following conditions shall constitute an Imminent Hazard to the environment: (a) evidence of stressed biota attributable to the release at the disposal site, including, without limitation, fish kills or abiotic conditions; or (b) a release to the environment of oil or hazardous material which produces immediate or acute adverse impacts to freshwater or saltwater fish populations. As noted above, the lead release is isolated and not likely to migrate at potentially significant concentrations to an environmental medium; therefore, there is no risk to the environment.

5.9 Risk Characterization Conclusion

This Method 1 Risk Characterization concludes that the Site poses No Significant Risk of harm to health, public welfare, or the environment. As discussed previously, Environmental Partners believes that the sampling program documented in this report is sufficiently representative and the data are sufficiently usable to show that no EPCs exceed the applicable MCP Method 1 Risk Standards.

6 PERMANENT SOLUTION STATEMENT

6.1 General

Environmental Partners has prepared this Permanent Solution Statement on behalf of the Town of Wellesley in order to comply with requirements of the Massachusetts Contingency Plan (MCP), 310 Code of Massachusetts Regulations (CMR) 40.000.

The Risk Characterization determined that a level of No Significant Risk exists at the Site and that a Permanent Solution without restrictions has been achieved.

The data meets the requirements of a Permanent Solution Statement under 310 CMR 40.1036(2). These requirements are as follows:

- A Permanent Solution has been achieved (no further action required);
- There are no conditions associated with this Permanent Solution Statement;
- No uncontrolled sources remain on the Site;
- The level of lead in the environment has not been reduced to background; and
- No Activity and Use Limitation was required to maintain a level of No Significant Risk.
- A copy of the Permanent Solution Statement Transmittal Form (BWSC-104) is being submitted to the DEP along with this report.

Pursuant to 310 CMR 40.1403 (3)(f), the Chief Municipal Officer and the Board of Health of the Town of Wellesley have been notified that a Permanent Solution has been achieved at the Site and how to obtain a copy of the report.

6.2 Feasibility of Restoration to Background

The MCP (310 CMR 40.0860) requires that a Permanent Solution be implemented at each release site “to the extent feasible” to achieve or approach background. As defined in 310 CMR 40.0006, background concentrations of oil or hazardous materials are defined as, “those levels of oil and or hazardous material that would exist in the absence of the disposal site of concern, including both Natural Background and Anthropogenic Background.”

If background is not achieved, the MCP requires justification that reducing contamination to or approaching background is infeasible by meeting one or more of the exemptions listed in 310 CMR 40.0860(5). Following remedial actions, background conditions must be achieved unless one or more of the following criteria are met:

- The alternative is not technologically feasible, as specified in 310 CMR 40.0860(6); or
- The costs of conducting, or the risks resulting from the response action would not be justified by the benefits, considering such factors as potential damage to human health or the environment, costs of environmental restoration, long-term operation and maintenance costs, and non-pecuniary values; or,
- Individuals with the expertise needed to effectively implement the alternative would not be available, regardless of the arrangements made for securing their services; or,
- The alternative would necessitate land disposal other than at the site itself and no off-site facility is available in the Commonwealth or in other states that is in full compliance with all applicable federal and state regulatory requirements; or,
- An alternative is selected for a portion of a disposal site for which the source of the oil and/or hazardous material is not located thereon, and the elimination or control of such source cannot currently be achieved by the party conducting the response actions at that portion of the site.

When determining the feasibility of restoring all areas of the site to background levels, a Benefit-Cost Evaluation was used as outlined in DEP's policy guidance (MassDEP, 2004). In accordance with section 9.3.3.4 of this policy, in cases where it is technically feasible to achieve background conditions it will be considered feasible to conduct remedial actions to approach background conditions if the additional costs to remediate beyond No Significant Risk are equal to or less than 20 percent of the cost to remediate to No Significant Risk.

The detection of lead above the S-1 Standard is associated with Historic Fill material deposited at the Site and was not reproduced at any other sample location across the Site. These concentrations are considered to be Anthropogenic Background conditions in accordance with 310 CMR 40.0006. As indicated with the presence of copper at TP-7 and lead at B-3, the detection of metals above S-1 Standards is sporadic and isolated. Concentrations of lead above the S-1 Standard were not identified at any other location. It is not feasible to excavate to background, because the lead is in the soil fill material that was backfilled throughout the site. The average lead concentration in soils across the site and in the 0-3 foot depth interval across the site are 31 mg/Kg and 49 mg/Kg, respectively and statistically the UCL 95 for lead concentration in soils across the site and in the 0-3 foot depth interval are 42 mg/Kg and 72 mg/Kg. These results indicate that the concentrations of lead in soils across the site are below the DEP background concentration for lead in soil of 100 mg/Kg.

The available alternative is to excavate the fill material. As the volume excavated is directly proportional to costs (cost of excavation/treatment and disposal), it is considered infeasible to reduce contaminant

concentrations to background levels from a cost-benefit analysis, especially considering that the average concentrations across the Site were less than half of the S-1 Standard.

7 LSP OPINION AND CERTIFICATION

310 CMR 40.1056(1)(h) Opinion from LSP requires that, except where specifically exempted by the Department based upon the Department's level of involvement in the oversight of response actions at the site or disposal site, a Permanent Solution Statement must include an Opinion from a Licensed Site Professional as to whether the requirements of the applicable category of Permanent Solution specified in 310 CMR 40.1000 have been met;

It is the opinion of the LSP of Record that the requirements of a Permanent Solution with No Conditions as specified in 310 CMR 40.1056(2) have been met at the site, including:

- The requirements of 310 CMR 40.1040(1) and 40.1041(1) have been achieved;
- A level of No Significant Risk has been achieved and will be maintained for all current and foreseeable future use of the Site, without relying on Conditions set forth in 310 CMR 40.1013 or the application of an AUL set forth in 310 CMR 40.1012;
- Concentrations in soil do not exceed UCLs;
- Concentrations in soil are as close as feasible to DEP (DEP, 2002) background concentrations;
- Sources of contaminants in soil have been eliminated; and
- Threats of release have been eliminated.

The seal and signature of Paul F. Gabriel, the LSP who is submitting this Permanent Solution Statement is provided on the Permanent Solution Statement transmittal forms.

8 LIMITATIONS

Laboratory analyses were performed for parameters discovered during field analysis. However, additional chemical constituents not searched for during the Site investigation may be present in soil and/or groundwater at the Site. Chemical conditions reported reflect conditions only at the locations tested at the time of testing and within the limitations of the methods used. Such conditions can vary from area to area and from time to time. No warranty is expressed or implied that chemical conditions other than those reported do not exist within the Site.

This report includes information that was provided by other parties. Environmental Partners has attempted to corroborate information provided by others; however, the complete verification of such information is not possible.

9 References

Massachusetts Department of Environmental Protection (DEP), 1992, *Background Levels of Polycyclic Aromatic Hydrocarbons and Metals in Soil*.

TABLES

Table 1. Summary of XRF Field Analyses (mg/Kg)
 St. James the Great Church
 Wellesley, MA

Sample ID	Date Sampled	Sample Depth (feet bgs)	As	Pb	Ba	Cd	Cr	Hg	Ni	Ag	Zn	Cu	Se	Co
RCS-1			20	200	1000	70	100	20	600	100	1000	1000	400	500
B1-S1A	7/23/2014	0-3'	-	24	-	-	-	-	-	-	19	-	-	-
B1-S1A Dup			-	23	-	-	-	-	-	-	35	-	-	-
B1-S1B			-	65	-	-	-	-	-	-	71	-	7	-
B1-S1C			-	18	522	-	-	-	-	-	40	-	-	-
B1-S1D			-	-	-	-	-	-	-	-	31	-	-	-
B1-S2A			-	-	-	-	-	-	-	-	47	-	-	-
B1-S2B			5'-8.5'	-	-	-	-	-	-	-	54	-	-	-
B1-S3	10'-12'	-	-	-	-	-	-	-	49	-	-	-		
B2-S1	7/23/2014	0-2.5'	-	42	-	-	-	-	-	-	54	-	-	-
B2-S2A		-	22	-	-	-	-	-	-	41	-	-	-	
B2-S2B		5'-8.5'	-	14	-	-	-	-	-	31	-	-	-	
B2-S2C		-	-	-	-	-	-	-	-	20	-	-	-	
B3-S1A	7/23/2014	0-3'	-	93	-	-	-	-	-	-	43	-	-	-
B3-S1B			-	426	-	-	-	-	69	-	149	-	-	-
B3-S1C			-	27	-	-	-	-	-	-	59	48	-	-
B3-S2A		5'-8'	-	34	-	-	-	-	-	82	48	-	373	
B3-S2B			-	-	-	-	-	-	-	59	-	-	-	
B3-S3A		10'-13'	-	-	434	-	-	-	-	16	-	-	-	
B3-S3B			-	18	-	-	-	-	77	-	32	-	-	
B3-S3C			-	-	-	-	-	-	-	-	-	-	-	
B3-S3D			-	16	-	-	-	-	-	-	46	-	-	
B3-S4A			-	-	-	-	-	-	-	-	34	-	-	
B3-S4B	15'-18'	-	11	-	-	-	-	-	-	-	-			
B3-S4C	-	-	-	-	-	-	-	-	24	-	-			
TP7-S1	7/23/2014	1'-4'	-	17	-	-	-	-	-	-	-	-	-	
TP7-S2		4'-6'	-	20	-	-	-	18	-	-	68	1181	-	
TP7-S3		6'	-	18	-	-	-	-	-	-	23	-	-	
TP7-S4		9'	-	26	-	-	-	-	-	-	42	-	-	
TP-7 Offset S1 4'	7/23/2014	4'	-	18	-	-	-	-	-	-	36	-	-	
TP-7 Offset S2 5'		5'	-	24	-	-	-	-	-	-	33	-	-	
TP1-S1	7/23/2014	10'-3'	-	79	-	-	-	-	-	-	95	39	-	
TP1-S2		3'-4'	-	19	-	-	-	-	-	-	20	-	-	
TP1-S3		4'-5'	-	-	-	-	-	-	-	-	27	-	-	
TP6-S1	7/23/2014	0-6'	-	15	-	-	-	-	-	-	18	-	-	
TP6-S2		3-4'	-	-	-	-	-	-	-	-	23	-	-	
TP6-S3		4'-5'	-	23	-	-	-	-	-	-	30	78	-	
TP6-S4		5'-6'	-	22	-	-	-	-	-	-	15	-	-	
TP6-S5		7'-9'	-	18	-	-	-	-	-	-	-	48	-	
TP2-S1	7/23/2014	0.4'-1'	-	44	-	-	-	-	-	-	55	-	-	
TP2-S2		2.5'-3'	20	118	-	-	-	-	-	-	107	-	-	
TP2-S3		3'-4.5'	-	25	-	-	-	-	-	-	38	-	-	
TP2-S4		4.5'-6'	-	29	-	-	-	-	-	-	31	-	-	
TP4-S1	7/23/2014	3'-2'	-	46	-	-	-	-	-	-	48	-	-	
TP4-S2		2'-2.5'	-	-	-	-	-	-	-	-	33	-	-	
TP4-S3		4.5'-5'	-	32	-	-	-	-	-	-	36	-	-	
TP-7 Offset S1 4'	7/23/2014	4'	-	18	-	-	-	-	-	-	36	-	-	
TP-7 Offset S2 5'		5'	-	24	-	-	-	-	-	-	33	-	-	
TP 2-1-1	9/18/2014	4'	-	14	-	-	-	-	-	-	30	-	-	
TP 2-1-2		55"	-	-	-	-	-	-	-	-	18	-	-	
TP 2-1-3		4.5'	-	-	-	-	-	-	-	-	16	-	-	
TP 2-1-4		4'	-	28	-	-	-	-	-	-	391	-	-	
TP 2-1-5		5'-6'	-	15	-	-	-	-	-	-	76	-	-	
TP 2-2-1	9/18/2014	3"-1'	-	17	-	-	-	-	-	-	34	-	-	
TP 2-2-2		1'-28"	-	18	-	-	-	-	-	-	17	-	-	
TP 2-2-3		28"-40"	-	32	-	-	-	-	-	-	43	-	-	
TP 2-2-4		40"-48"	-	16	-	-	-	-	-	-	33	-	-	
TP 2-2-5		48"-66"	-	16	-	-	-	-	-	-	34	-	-	
TP 2-3-1	9/18/2014	4"-2'	-	44	-	-	-	-	-	-	61	42	-	
TP 2-3-2		2'-42"	-	23	-	-	-	-	-	-	39	-	-	
TP 2-3-3		42"-54"	-	42	-	-	-	-	-	-	36	-	-	
TP 2-4-1	9/18/2014	3'-4'	-	15	-	-	-	-	-	-	87	-	-	
TP 2-4-2		48"-54"	-	23	-	-	-	-	-	-	39	-	-	
TP 2-5-1	9/18/2014	4"-16"	16	26	-	-	-	-	-	-	52	-	-	
TP 2-5-2		16"-32"	-	26	-	-	-	-	-	-	40	-	-	
TP 2-5-3		32"-44"	-	17	-	-	-	-	-	-	21	-	-	
TP 2-5-4		44"-60"	-	14	-	-	-	-	-	-	22	-	-	
TP 2-6-1	9/18/2014	4"-16"	-	72	-	-	-	-	-	-	107	55	-	
TP 2-6-2		16"-32"	-	13	-	-	-	-	-	-	39	-	-	
TP 2-6-3		3'-4'	-	20	-	-	-	-	-	-	18	-	-	
TP 2-7-1	9/19/2014	2"-9"	-	28	-	-	-	-	-	-	33	-	-	
TP 2-7-2		9"-5'	-	37	-	-	-	-	-	-	31	-	-	
TP 2-7-3		4'-5'	-	25	-	-	-	-	-	-	25	-	-	
TP 2-8-1	9/18/2014	2"-19"	-	26	-	-	-	-	-	-	33	-	-	
TP 2-8-2		19"-54"	-	25	-	-	-	-	-	-	55	-	-	
TP 2-8-3		58"-64"	-	16	-	-	-	-	-	-	60	-	-	
TP 2-8-4		64"-68"	-	18	-	-	-	-	-	-	31	-	-	

Notes:
 "-" Not detected above Instrument detection limit.

Table 4-1. Analysis of XRF Data
 St. James the Great Church
 Wellesley, MA

Site-Wide XRF Analyses for Lead

Sample ID	Date	Sample Depth (feet)	Lead Conc. mg/Kg
RC5-1			200
B1-S1A			24
B1-S1A Dup			23
B1-S1B	7/23/2014	0-3'	65
B1-S1C			18
B1-S1D			11
B1-S2A			12
B1-S2B			14
B1-S3		10'-12'	13
B2-S1	7/23/2014	0-2.5'	42
B2-S2A			22
B2-S2B			14
B2-S2C			12
B3-S1A	7/23/2014	0-3'	93
B3-S1B *			426
B3-S1C			27
B3-S2A			34
B3-S2B			15
B3-S3A			13
B3-S3B			18
B3-S3C			11
B3-S3D			16
B3-S4A			11
B3-S4B			11
B3-S4C			11
B3-S4D			11
TP7-S1			7/23/2014
TP7-S2	20		
TP7-S3	18		
TP7-S4	26		
TP-7 Offset S1	7/23/2014	4'	18
TP-7 Offset S2			24
TP1-S1	7/23/2014	10'-3'	79
TP1-S2			19
TP1-S3			15
TP6-S1	7/23/2014	0-6"	15
TP6-S2			13
TP6-S3			23
TP6-S4			22
TP6-S5			18
TP2-S1	7/23/2014	0.4'-1'	44
TP2-S2			118
TP2-S3			25
TP2-S4			29
TP4-S1	7/23/2014	3'-2'	46
TP4-S2			11
TP4-S3			32
TP 2-1-1	9/18/2014	4'	14
TP 2-1-2			11
TP 2-1-3			17
TP 2-1-4			28
TP 2-1-5			15
TP 2-2-1	9/18/2014	3'-1"	17
TP 2-2-2			18
TP 2-2-3			32
TP 2-2-4			16
TP 2-2-5			16
TP 2-3-1	9/18/2014	4'-2"	44
TP 2-3-2			23
TP 2-3-3			42
TP 2-4-1	9/18/2014	3'-4"	15
TP 2-4-2			23
TP 2-5-1	9/18/2014	4'-16"	26
TP 2-5-2			26
TP 2-5-3			17
TP 2-5-4			14
TP 2-6-1	9/18/2014	4'-16"	72
TP 2-6-2			13
TP 2-6-3			20
TP 2-7-1	9/19/2014	2'-9"	28
TP 2-7-2			37
TP 2-7-3			25
TP 2-8-1	9/18/2014	2'-19"	26
TP 2-8-2			25
TP 2-8-3			16
TP 2-8-4			18
Average			31
Std. Deviation			50
Count			74
Confidence			11
95% UCL			42

Notes:

- 11 - Not detected above instrument detection limit - Values in light gray / *italic* are the instrument detection limit
- * - Lead concentration reported is laboratory analytical results and not field XRF data.

Site-Wide XRF Analyses for Lead (0-3 feet bgs)

Sample ID	Date	Sample Depth (feet)	XRF Lead	Lab Lead
			Concentration (mg/Kg)	
S-1/GW-1			209	200
B1-S1A	7/23/2014	0-3'	24	-
B1-S1B			65	-
B1-S1C			18	-
B1-S1D			13	-
B2-S1			42	-
B3-S1A	7/23/2014	0-3'	93	-
B3-S1B			426	291
B3-S1C			27	-
TP7-S1	7/23/2014	1'-4'	17	-
TP1-S1	7/23/2014	10'-3'	79	-
TP6-S1	7/23/2014	0-6"	15	-
TP2-S1	7/23/2014	0.4'-1'	44	-
TP2-S2		2.5'-3'	118	-
TP4-S1	7/23/2014	3'-2'	46	-
TP4-S2		2'-2.5'	14	-
TP 2-2-1	9/18/2014	3'-1"	17	-
TP 2-2-2		1'-28"	18	-
TP 2-3-1	9/18/2014	4'-2"	44	-
TP 2-5-1	9/18/2014	4'-16"	26	-
TP 2-5-2		16'-32"	26	-
TP 2-6-1	9/18/2014	4'-16"	72	-
TP 2-6-2		16'-32"	13	-
TP 2-7-1	9/19/2014	2'-9"	28	-
TP 2-8-1	9/18/2014	2'-19"	26	-
Average			49 **	
Std Deviation			59	
Count			24	
Confidence			23	
95% UCL			72	

** Laboratory data (291 mg/Kg) used for Lead Concentration at B3-S1B

FIGURES



**SUBJECT PROPERTY
900 WORCESTER STREET**

DRAWING.DWG

Environmental Partners
A partnership for engineering solutions GROUP
Quincy, MA www.enpartners.com

AUGUST 2012

277-1202

NTS

Figure 1-1. Site Locus

**900 WORCESTER STREET
WELLESLEY, MA**

MassDEP - Bureau of Waste Site Cleanup

Site Information:

900 WORCESTER STREET WELLESLEY, MA

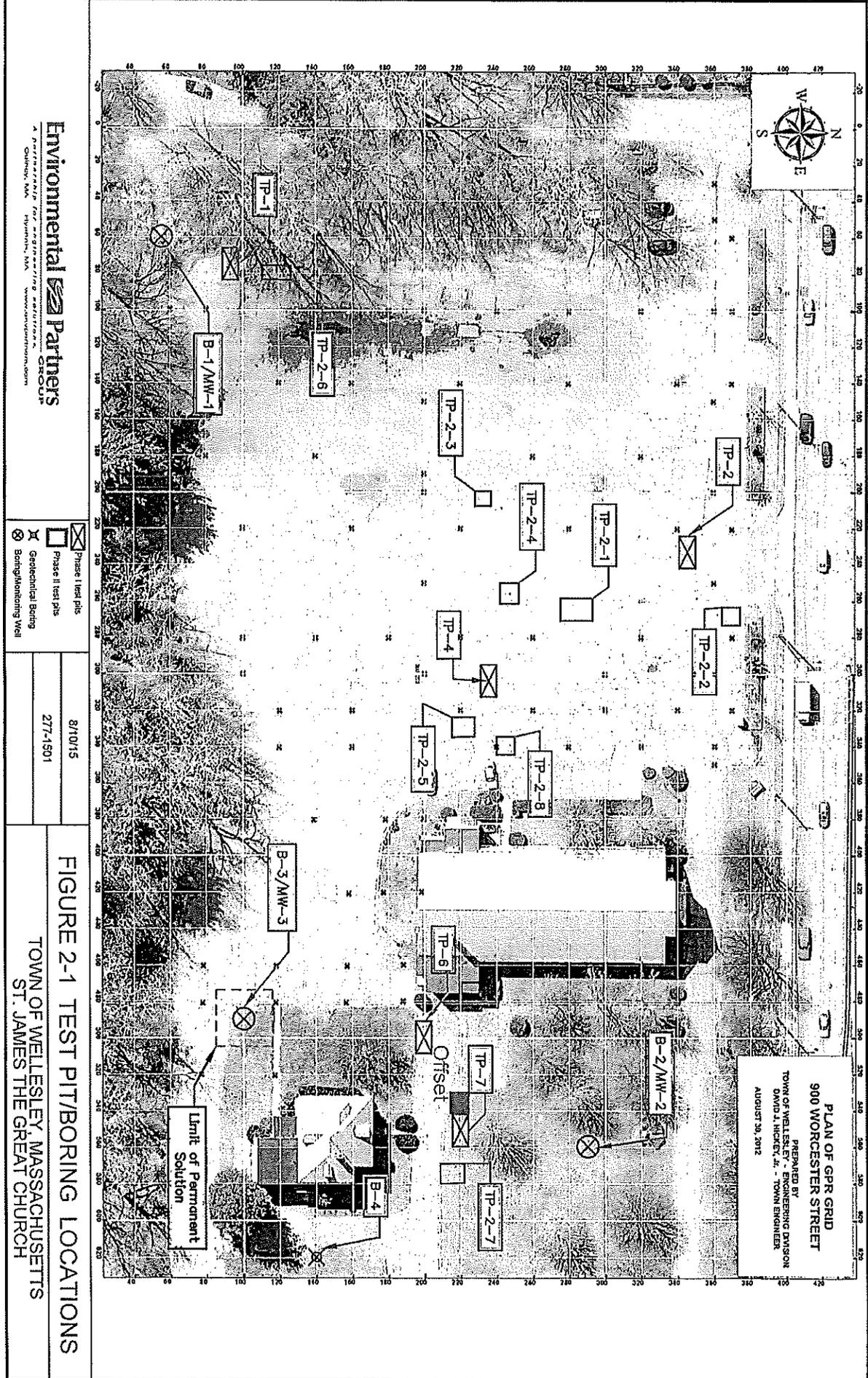
NAD83 UTM Meters:
4686472mN, 308886mE (Zone: 19)
May 18, 2015

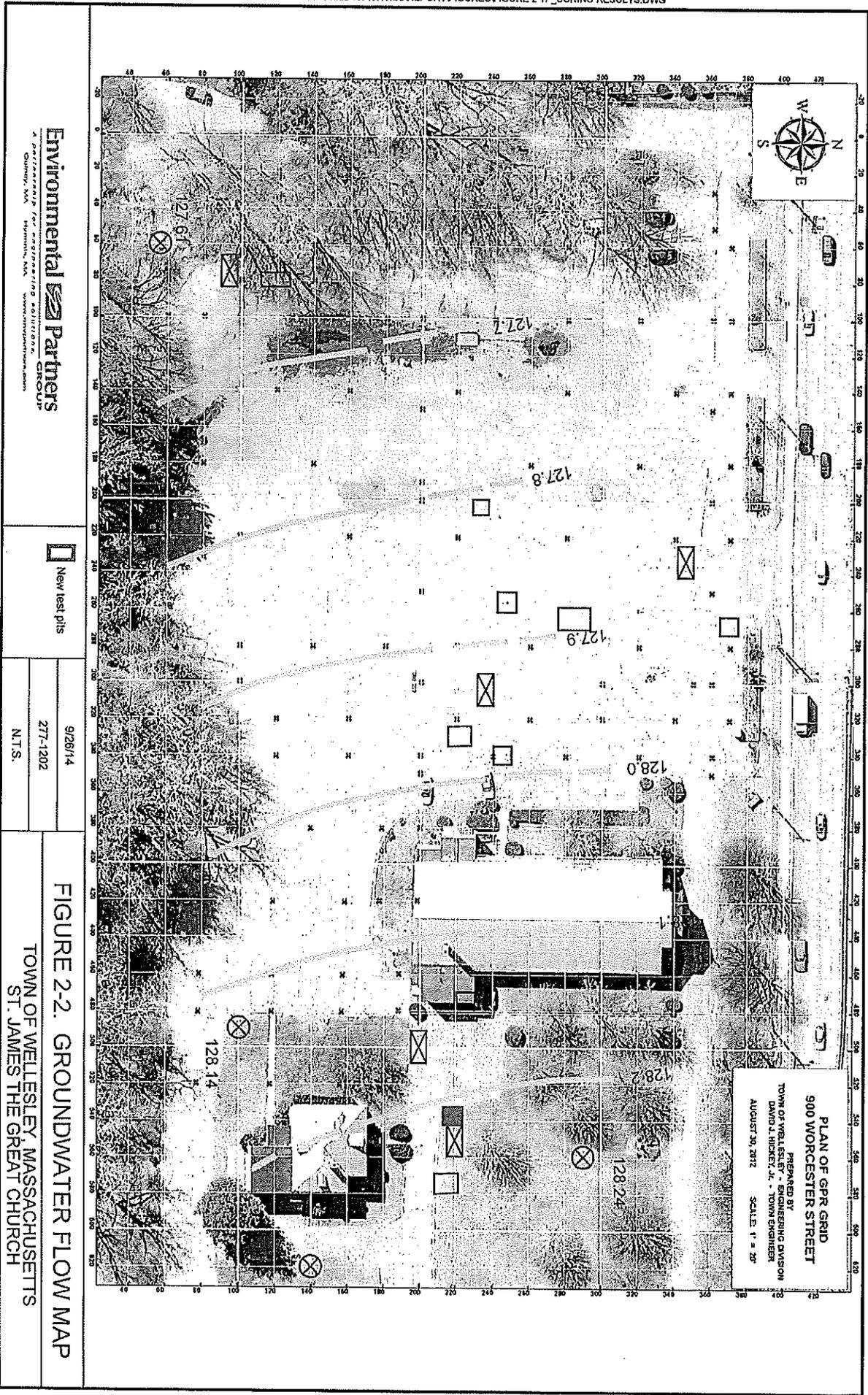
The information shown is the best available at the date of printing. However, it may be incomplete. The responsible party and LSP are ultimately responsible for ascertaining the true conditions surrounding the site. Metadata for data layers shown on this map can be found at: <http://www.mass.gov/mgls/>.



Roads: Limited Access, Divided, Other Hwy, Major Road, Minor Road, Track, Trail	PWB Protection Areas: Zone II, IWPA, Zone A
Boundaries: Town, County, DEP Region; Train; Powerline; Pipeline; Aqueduct	Hydrography: Open Water, PWS Reservoir, Tidal Flat
Basins: Major, PWS; Streams: Perennial, Intermittent, Man Made Shore, Dam	Wetlands: Freshwater, Saltwater, Cranberry Bog
Aquifers: Medium Yield, High Yield, EPA Sole Source	FEMA 100yr Floodplain; Protected Open Space; ACEC
Non Potential Drinking Water Source Area: Medium, High (Yield)	Est. Rare Wetland Wildlife Hab; Vernal Pool: Cert., Potential
	Solid Waste Landfill; PWS: Com. GW, SW, Emerg., Non-Com.

Figure 1-2. MCP Priority Resource Map (500 feet & 0.5 Mile Radii)





PLAN OF GPR GRID
900 WORCESTER STREET
 PREPARED BY
 TOWN OF WELLESLEY - ENGINEERING DIVISION
 DAVID J. BIRNEY, JR. - TOWN ENGINEER
 AUGUST 19, 2012 SCALE: 1" = 20'

Environmental Partners
 A PROFESSIONAL CONSULTING GROUP
 277-1202
 CHANNING, MA 01928
 WWW.ENVIRONMENTALPARTNERS.COM

New test pits

9/26/14
 277-1202
 N.T.S.

FIGURE 2-2. GROUNDWATER FLOW MAP
 TOWN OF WELLESLEY MASSACHUSETTS
 ST. JAMES THE GREAT CHURCH

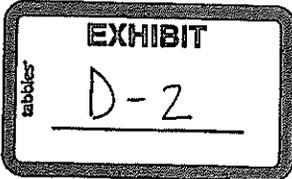
Wellesley Sports Center-Aquatics
Teaching/Fitness Pool
50' x 25'
School Year

Teaching and Fitness Pool has 4 lanes plus open space showing as Station 5 in this Schedule Depth ranges from 3' to 4'

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			
	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	Lanes 1	Lanes 2	Space 3	
6:00 AM	Open Rec			Lap Swim	Open Rec		Lap Sw	Fitness														
6:30 AM																						
7:00 AM																						
7:30 AM																						
8:00 AM	Fitness	Open		Fitness	Open		Fitness	Open		Fitness	Open		Fitness	Open		Pre-Team	Program					
8:30 AM		Rec			Rec			Rec			Rec			Rec								
9:00 AM																						
9:30 AM	Lessons			Lessons			Lessons			Lessons			Lessons									
10:00 AM																						
10:30 AM																						
11:00 AM																						
11:30 AM																						
12:00 PM	Fitness			Fitness			Fitness			Fitness			Fitness									
12:30 PM																						
1:00 PM	Commun Program			Commun Program			Commun Program			Commun Program			Commun Program									
1:30 PM																						
2:00 PM																						
2:30 PM																						
3:00 PM	Lessons			Lessons			Lessons			Lessons			Lessons									
3:30 PM																						
4:00 PM																						
4:30 PM																						
5:00 PM	Special Needs			Special Needs			Special Needs			Special Needs			Special Needs									
5:30 PM																						
6:00 PM	Pre-Team			Pre-Team			Pre-Team			Pre-Team			Pre-Team									
6:30 PM																						
7:00 PM		Open			Open			Open			Open			Open								
7:30 PM																						
8:00 PM																						
8:30 PM																						
9:00 PM																						
9:30 PM																						
10:00 PM																						

C O L O R K E Y

- Special Needs
- Outside Team Rental
- Cambridge Masters & Triathlon
- Wellesley High School Team
- Pre-Team Program
- Diving
- Open Family Recreation
- Outside Water Polo Club Team
- Rental/Income
- Fitness Programming
- Community Programming & Open Swim
- General Lap Lanes
- Swim Lessons
- Wellesley Summer Rec Team
- Community Programming
- Camp Programming



Wellesley Swim Therapy & Rehab Senior Programming

Wellesley Sports Center-Aquatics
Teaching/Fitness Pool
 50' x 25'
 Summer

Teaching and Fitness Pool has 4 lanes plus open space showing as Station 5 in this Schedule. Depth ranges from 3' to 4'

Time	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	Lanes 1	Lanes 2	Lanes 3	Leisure Space	
6:00 AM	Lap Swim																				
6:30 AM																					
7:00 AM																					
7:30 AM																					
8:00 AM	Summer Rec	Open Rec	Open Rec	Open Rec	Summer Rec	Open Rec	Open Rec	Open Rec	Summer Rec	Open Rec	Open Rec	Open Rec	Summer Rec	Open Rec	Open Rec	Open Rec	Summer Rec	Open Rec	Open Rec	Open Rec	Open Rec
8:30 AM																					
9:00 AM																					
9:30 AM	Pre-Team																				
10:00 AM																					
10:30 AM	Lessons																				
11:00 AM																					
11:30 AM																					
12:00 PM																					
12:30 PM																					
1:00 PM	Senior Program																				
1:30 PM																					
2:00 PM																					
2:30 PM																					
3:00 PM	Fitness																				
3:30 PM																					
4:00 PM																					
4:30 PM	Lessons																				
5:00 PM	Spec Needs																				
5:30 PM																					
6:00 PM	Lap Swim																				
6:30 PM																					
7:00 PM																					
7:30 PM																					
8:00 PM																					
8:30 PM																					
9:00 PM																					
9:30 PM																					
10:00 PM																					

NOTE: Community and Swim lesson time can also be used for elementary school lesson program

- Special Needs
- Outside Team Rental
- Cambridge Masters & Triathlon
- Wellesley High School Team
- Pre-Team Program
- Diving
- Open Family Recreation
- Outside Water Polo Club Team
- Rental/Income
- Fitness Programming
- Community Programming & Open Swim
- General Lap Lanes
- Swim Lessons
- Wellesley Summer Race Team
- Community Programming
- Camp Programming

C O L O R K E Y

Wellesley Swim Association Therapy & Rehab Senior Programming Camp Programming

Wellesley Sports Center-Aquatics
102' (25 yard) x 75' Main Pool with Bulkhead

School Year
Weekdays

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM	LapSwim			Club Team Training					Masters Group				
6:00 AM				Rental									
7:00 AM				Lap Swim									
8:00 AM	Open Rec	Open Rec	Community									Deep Water Fitness	
9:00 AM									Open Programming Can fill as demand				
10:00 AM									dictates				
11:00 AM									Masters				
12:00 PM	Fitness Program												
1:00 PM	Lap Lanes								Open Programming Can fill as demand				
2:00 PM									dictates				
3:00 PM													
4:00 PM				Wellesley High School Swim								WHS Diving	
5:00 PM				WSA									Spec Needs
6:00 PM													Masters Group
7:00 PM													
8:00 PM				Outside Team or Program Rental Could also be open swim									Club Diving
9:00 PM													
10:00 PM													

Config. Pool 2 lanes are lengthwise
Pool 1 lanes are cross pool

C O L O R K E Y

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp
Programming
Senior Programming
Therapy & Rehab
Wellesley Swim Association

Wellesley Sports Center-Aquatics
102' (25 yard) x 75' Main Pool with Bulkhead

School Year
 Weekend-Saturday

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM				Outside Team Rental									
7:00 AM				Lap Lanes					Masters Program and Triathlon				
8:00 AM													
9:00 AM													
10:00 AM													
11:00 AM													
12:00 PM													
1:00 PM													
2:00 PM													
3:00 PM													
4:00 PM													
5:00 PM													
6:00 PM													
7:00 PM													
8:00 PM													
9:00 PM													
10:00 PM													

Sunday can be flexible
 Config. Pool 2 lanes are lengthwise
 Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp
Programming Senior
Programming
Therapy & Rehab

**C O L O R
 K E Y**

Wellesley Sports Center-Aquatics
102' (25 yard) x 75' Main Pool with Bulkhead

Summer
Weekdays

NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM													
7:00 AM													
8:00 AM													
9:00 AM													
10:00 AM													
11:00 AM													
12:00 PM													
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4:00 PM													
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6:00 PM													
7:00 PM													
8:00 PM													
9:00 PM													
10:00 PM													

Config. Pool 2 lanes are lengthwise
 Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp Programming
Senior Programming
Therapy & Rehab

C O L O R K E Y

Wellesley Sports Center-Aquatics
102' (25 yard) x 75' Main Pool with Bulkhead

Summer
 Weekend-Saturday

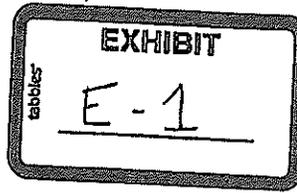
NOTE: Pool 1 & 2 are main pool divided by Bulkhead

	POOL 1 4.0'-5.0' deep			POOL 2 5.5' to 13' deep									
	1	2	3	1	2	3	4	5	6	7	8	9	10
5:00 AM													
6:00 AM													
7:00 AM	Lap Lanes			Outside Team Rental						Masters Swimming			
8:00 AM													
9:00 AM													Summer Rec
10:00 AM													Diving
11:00 AM													
12:00 PM													
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9:00 PM													
10:00 PM													

Sunday can be flexible
 Config. Pool 2 lanes are lengthwise
 Pool 1 lanes are cross pool

Special Needs
Outside Team or Program Rental
Cambridge Masters & Triathlon
Wellesley High School Team
Pre-Team Program
Diving
Open Family Recreation
Outside Water Polo Club Team
Rental/Income
Fitness Programming
Community Programming & Open Swim
General Lap Lanes
Swim Lessons
Wellesley Summer Rec Team
Camp Programming
Senior Programming
Therapy & Rehab

C O L O R K E Y



ESG Associates Inc. dba



SURFACE LICENSE AGREEMENT

LICENSEE:	Town of Wellesley, for its boys and girls high school hockey program
Agent:	
Address:	
Phone:	
Email:	

LICENSOR:	Wellesley Sports Center, LLC, by its Manager, ESG Associates Inc.
Agent:	Brian DeVellis, President of ESG Associates, Manager of Wellesley Sports Center, Inc.
Address:	41 North Road – Suite 203 Bedford, MA 01730
Phone:	617 855-9210
Email:	brian@devellis.net

This agreement by and between Wellesley Sports Center, LLC, hereinafter referred to as the LICENSOR, and the entity named herein, hereinafter referred to as the LICENSEE to use the facility named herein, hereinafter referred to as ice / turf / pool facility or simply "the facility", for normal and customary sports activities, including soccer, lacrosse, swimming, hockey games, and practice on the dates and times listed in preceding documents (schedule of ice time and invoice) to this agreement. This agreement shall become effective upon LICENSEE'S signing and remain in full force and effect until the conclusion of the final reserved ice time listed in all attachments.

In the case of multiple season rentals, all times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. LICENSEE shall bear the duty to distribute to all members, invitees and guests, the "Code of Conduct" enforced by LICENSOR at the facility.

This agreement and subsequent use of the ice skating facility is subject to the following terms and conditions:

- AUTHORIZED FACILITY USE:** This agreement authorizes the LICENSEE along with its members, invitees and guests to use the entire surface, up to two team changing rooms where applicable, all spectator seating that is designated as open for use, as well as other common areas of the facility that are open to the public. Use of other facility amenities such as sound system, meeting rooms, etc may be requested in advance by LICENSEE but are not a part of this agreement and no assurance is made either explicitly or implicitly that said amenities will be available for use during the time of the rental ice time.
- AUTHORIZED PARTICIPANTS:** Only LICENSEE'S members, invitees and guests are authorized by this agreement to use the ice surface or team changing rooms during the times covered by this agreement. Use of the facility by anyone other than named LICENSEE, is strictly prohibited. This practice will result in forfeiture of LICENSEE'S right granted herein to use the facility and LICENSEE shall be liable to pay for all contracted ice time that is forfeited as a result of this breach of agreement.
- RENTAL FEES CHARGED:** LICENSEE shall pay an hourly rental fee for the time specified in preceding documents. LICENSEE shall be responsible to pay for all ice times listed in preceding documents regardless of whether or not LICENSEE or its members use any of the times covered by this agreement, except in the instance of a mechanical failure or other occurrence beyond the control of the LICENSEE that prevents the use of the facility for recreational activities. In the case of multiple season rentals, all surface times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. See Rider A attached hereto as to Preferred Times and the Rental Rates to be charged for surface time.
- CANCELLATION:** LICENSEE hereby acknowledges that the reserved surface time in this agreement may be canceled by Licensor due to reasons of mechanical or power failure or other causes beyond the reasonable control of Licensor. LICENSEE shall be excused from performance hereunder only during such times as the surface and ancillary facilities are not provided by LICENSOR as required herein. The cancelling party will provide advance notice of cancellation to the other whenever possible. LICENSEE will be provided the option of selecting make-up hours of their choosing, as available to replace, the canceled hours or a refund for time lost, if LICENSEE paid for those hours in advance and elects not to make up the time.
- LICENSOR'S DUTIES:** LICENSOR'S ice surface duties shall include resurfacing of the ice surface prior to LICENSEE'S use, one resurface per hour reserved (i.e. for two hour high school varsity hockey games, an additional resurfacing will be completed after the second period / for a collegiate game, resurfacing may be provided between periods if time allows) the supply of two goal nets for hockey use if required, and LICENSEE'S use of up to two team changing rooms if requested (LICENSEE must provide a set of car keys or other surety to receive a team room key); pool duties shall include chemical balancing and cleanliness, temperature control and lane structuring; turf duties shall include the supply of two goal nets for soccer, lacrosse or field hockey use if required.

LICENSEE shall be responsible for any articles, belongings, or valuables left unattended or unsecured in team rooms. LICENSEE shall promptly pay LICENSOR for all reasonable costs associated with repairs required as the result of vandalism or abuse of any part of the

facility by LICENSEE along with its members, invitees and guests.

6. **RESERVATION OF RIGHTS:** LICENSOR reserves all rights not expressly granted to LICENSEE, including, but not limited to the right to conduct commercial activities at the facility (such as selling or renting ice skates and accessories, selling of any apparel and services as well as all sales of food and drink). LICENSOR reserves the right to deny or rescind facility use or entry privileges to any person that fails to comply with the posted facility rules and code of conduct.
7. **GENERAL ADMISSION RECEIPTS:** LICENSEE'S use of the facility for any event at which a general or spectator admission fee is charged shall be preceded by at least 30 days notice to the LICENSOR. As to all varsity high school events involving spectator admission, but Licensee shall pay LICENSOR's reasonable additional janitorial and related costs, including extra zamboni time if needed. The LICENSEE shall be required to pay for surface time used for the event and shall provide adequate security and pay directly for any police or fire department detail required for such events.
8. **RESPONSIBILITY FOR SAFETY:** LICENSEE shall be responsible to inspect team room before each use and shall make LICENSOR aware of any potential hazards or defects prior to said use. Moreover, LICENSEE shall be responsible to provide and pay for all crowd control and/or security and emergency personnel required by ordinance or deemed reasonably necessary by LICENSOR during the time of use and extending to such time as all LICENSEE members, guests, invitees and visitors have departed the property.
9. **ASSUMPTION OF RISK:** LICENSEE along with its members, invitees and guests using the surface, for any purpose, under this agreement, assumes all risk and danger incidental to the surface activity. These risks and dangers include, but are not limited to tripping, slips, falls, cuts by skate blades, injury from flying pucks in the ice area as well as the spectator areas, hockey sticks, and collisions with other participants.

Licensee for itself and for each of its members and other persons who will use the facilities under or through Licensee hereby accepts and assumes all risks of accident or damage or injury to Licensee or to persons using under it or through it. Licensee for itself and for all its members and persons under it, hereby releases and agrees to hold harmless the Wellesley Sports Center LLC and ESG Associates Inc., its officers, employees, and assignees from injury claim or damage sustained or alleged to have been sustained by any person's by virtue of act or admissions of Licensee or persons using under or through it or its members. Licensee further agrees to provide adequate supervision of all persons using the facilities under and through Licensee.

10. **INSURANCE:** LICENSEE shall purchase and maintain Public Liability Insurance during the full term of this license and provide LICENSOR with a Certificate of Insurance at the time this agreement is executed. The Insurance shall name Wellesley Sports Center LLC and ESG Associates Inc., as additional insured. The Insurance shall have limits as called for in the LICENSOR Lease with the Town of Wellesley. This Insurance policy shall provide 30 days Notice to cancellation or reduction in coverage; surety shall provide LICENSOR with written notice.
11. **PROMOTIONAL ACTIVITY:** LICENSEE shall not conduct any promotional activity or advertise any event at the facility without the prior written consent of LICENSOR. The LICENSEE shall not announce, advertise or in any manner promote a program or activity in connection with this ice reservation until the agreement is executed (including the return of required deposit).
12. **DISPUTE RESOLUTION:** All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the Parties. No such action shall be brought, however, until the Parties have endeavored to negotiate in good faith any such claim, dispute or other matter in question.
13. **BINDING EFFECT:** This agreement shall be binding upon the LICENSOR and LICENSEE, together with their successors, heirs and assigns.
14. **ENTIRE AGREEMENT:** This agreement may only be modified or amended by a separate written addendum that is signed by both parties and attached to the agreement. Any stricken, additional, or contrary terms and conditions proposed by LICENSEE are expressly rejected by LICENSOR, and shall not become a part of this agreement unless such stricken, additional, or contrary terms are expressly incorporated by addendum issued and signed by the LICENSOR. The entire agreement will not become effective until and unless the agreement is fully signed and executed by a duly authorized agent of LICENSEE and LICENSOR and any and all deposit or payment requests are received.
15. **SEVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
17. **SCHEDULE:** LICENSOR hereby agrees to allow LICENSEE to use the surface according to the attached Exhibit 1. SCHEDULE

18. **PURPOSE:** For considerations herein provided, LICENSEE agrees to use and pay for same in accordance herewith, and abide by all rules and regulations of the Management governing the use of the facility for LICENSEE intended purpose.
19. **TERM:** The TERM of this CONTRACT shall be five (5) Years, at which time the parties are free to renegotiate extensions at their choosing.
20. **RENTAL RATE:** LICENSEE agrees to pay the time allocated on the SCHEDULE at the rate of \$330.00 / hour / sheet for the first year of the Term and then subject to escalation in accordance with Rider A.
21. **FAILURE TO USE:** Failure of LICENSEE to use the facilities contracted for shall not relieve LICENSEE of the payment obligation therefore, unless released in written notice by LICENSOR or its designee ESG Associates Inc.
22. **DAMAGE:** LICENSOR may inspect the facility, including the locker-room / changing-room facilities to be used by LICENSEE before and after use by LICENSEE or members of LICENSEE's organization. LICENSOR will provide LICENSEE with written notice of any damage to the facility that LICENSOR believes was caused by LICENSEE or members of LICENSEE's organization or invitees and LICENSEE will have the opportunity to inspect and respond to LICENSOR within fourteen (14) days of receipt of said notice. If the Parties agree that the facility was damaged by LICENSEE or members of LICENSEE's organization or if LICENSEE fails to respond to LICENSOR's notice within fourteen (14) days of receipt of such notice, LICENSOR may refer such damage to the LICENSOR's facility management for repair. LICENSEE agrees to reimburse LICENSOR for the reasonable costs of such repairs. If the Parties agree, each acting reasonably, that any damage to the facility was caused by the malicious or reckless behavior of any individual or group within LICENSEE's organization, LICENSOR shall have the right to bar such individual or group from entry to, or participation in, future activities. LICENSEE for itself and each of its members understands that the possession and/or consumption of alcoholic beverages on the grounds or within the facility are strictly prohibited.
23. **LOCKER ROOM:** LICENSEE shall be provided, if final approved plans allow, at a cost of \$7,500 per season per locker room, with one permanent in-season locker room for male and one permanent in-season locker room for female LICENSEE teams (that is, a permanent boys locker room and a permanent girls locker room, for the season, will each cost \$7,500). LICENSEE shall also be entitled to the use of in-season Locker Rooms for male and female players of opposing teams during scheduled events at no additional cost.
24. **PROMOTIONAL OPPORTUNITIES:** LICENSOR shall provide LICENSEE a Promotional Inventory list detailing various advertising and merchandising opportunities that LICENSOR shall share revenue generated 50/50 NET with LICENSEE produced by LICENSEE's efforts.
25. **MISCELLANEOUS:**
 - a. LICENSEE agrees that LICENSOR anticipates opening date September 1, 2018.
 - b. This Agreement is being executed pursuant to and in accordance with M.G.L. c. 30B.
 - c. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSEE, nor any participant with the LICENSEE, shall be personally liable to the LICENSOR hereunder, for the LICENSEE's payment obligations or otherwise, the LICENSOR hereby agreeing to look solely to the assets of the LICENSEE for the satisfaction of any liability of the LICENSEE hereunder. In no event shall the LICENSEE ever be liable to the LICENSOR for indirect, incidental or consequential damages.
 - d. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSOR, nor any participant with the LICENSOR, shall be personally liable to the LICENSEE hereunder, for the LICENSOR's obligations hereunder, the LICENSEE hereby agreeing to look solely to the assets of the LICENSOR for the satisfaction of any liability of the LICENSOR hereunder. In no event shall the LICENSOR ever be liable to the LICENSEE for indirect, incidental or consequential damages.

IN WITNESS WHEREOF, the parties to this agreement hereto set their hands and seals on the date and year first above written:

LICENSEE: _____

LICENSOR: WELLESLEY SPORTS GROUP, LLC
BY: ESG Associates Inc., Its Manager

By: _____
____ Brian DeVellis, President

RIDER A TO SURFACE LICENSE AGREEMENT

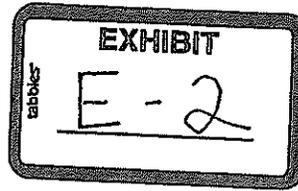
The LICENSOR shall provide the following:

Preferred hockey rink use time in favor of the Town of Wellesley, its schools, Wellesley Youth Hockey, Dana Hall School, and any successor organizations (collectively, the "Town Hockey Users") as provided herein and in the Hockey Use Schedule attached hereto as Exhibit Rider A-1. The Town or other Town Hockey Users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$330 per hour per sheet of ice and thereafter shall be calculated by taking the mean average of comparable facilities (taking into consideration the age and size of the facilities and their respective community demographics as compared to the rinks provided by Tenant). Initially, the following is a list of applicable comparable facilities: New England Sports Village (Attleboro) and Ice House (Canton). This list of comparable facilities may be changed by the parties upon mutual agreement. The Hockey Use Schedule is established annually on March 15th for the following hockey season (for the purposes hereof, a hockey season shall be September 1 through the following March 31 of any given school year) in the following manner: (i) the Town Hockey Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Hockey Users, but shall not be entitled to an increase in hours from the previous season without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents the cut-off date by which the Town Hockey Users may request a change to the Hockey Use Schedule for the next following season; and (iii) if no change is requested by March 15, the previous season's schedule shall remain in place for the following season.

ESG Associates Inc. dba



Exhibit 1 – SCHEDULE



SURFACE LICENSE AGREEMENT

LICENSEE:	Town of Wellesley, for its boys and girls high school swimming programs
Agent:	
Address:	
Phone:	
Email:	

LICENSOR:	Wellesley Sports Center, LLC, by its Manager, ESG Associates Inc.
Agent:	Brian DeVellis, President of ESG Associates, Manager of Wellesley Sports Center, Inc.
Address:	41 North Road – Suite 203 Bedford, MA 01730
Phone:	617 855-9210
Email:	brian@devellis.net

This agreement by and between Wellesley Sports Center, LLC, hereinafter referred to as the LICENSOR, and the entity named herein, hereinafter referred to as the LICENSEE to use the facility named herein, hereinafter referred to as ice / turf / pool facility or simply "the facility", for normal and customary sports activities, including soccer, lacrosse, swimming, hockey games, and practice on the dates and times listed in preceding documents (schedule of ice time and invoice) to this agreement. This agreement shall become effective upon LICENSEE'S signing and remain in full force and effect until the conclusion of the final reserved ice time listed in all attachments.

In the case of multiple season rentals, all times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. LICENSEE shall bear the duty to distribute to all members, invitees and guests, the "Code of Conduct" enforced by LICENSOR at the facility.

This agreement and subsequent use of the ice skating facility is subject to the following terms and conditions:

- AUTHORIZED FACILITY USE:** This agreement authorizes the LICENSEE along with its members, invitees and guests to use the entire surface, up to two team changing rooms where applicable, all spectator seating that is designated as open for use, as well as other common areas of the facility that are open to the public. Use of other facility amenities such as sound system, meeting rooms, etc may be requested in advance by LICENSEE but are not a part of this agreement and no assurance is made either explicitly or implicitly that said amenities will be available for use during the time of the rental ice time.
- AUTHORIZED PARTICIPANTS:** Only LICENSEE'S members, invitees and guests are authorized by this agreement to use the ice surface or team changing rooms during the times covered by this agreement. Use of the facility by anyone other than named LICENSEE, is strictly prohibited. This practice will result in forfeiture of LICENSEE'S right granted herein to use the facility and LICENSEE shall be liable to pay for all contracted ice time that is forfeited as a result of this breach of agreement.
- RENTAL FEES CHARGED:** LICENSEE shall pay an hourly rental fee for the time specified in preceding documents. LICENSEE shall be responsible to pay for all ice times listed in preceding documents regardless of whether or not LICENSEE or its members use any of the times covered by this agreement, except in the instance of a mechanical failure or other occurrence beyond the control of the LICENSEE that prevents the use of the facility for recreational activities. In the case of multiple season rentals, all surface times listed in separate agreements are hereby inclusive of one another and cannot be executed independently. See Rider A attached hereto as to Preferred Times and the Rental Rates to be charged for surface time.
- CANCELLATION:** LICENSEE hereby acknowledges that the reserved surface time in this agreement may be canceled by Licensor due to reasons of mechanical or power failure or other causes beyond the reasonable control of Licensor. LICENSEE shall be excused from performance hereunder only during such times as the surface and ancillary facilities are not provided by LICENSOR as required herein. The cancelling party will provide advance notice of cancellation to the other whenever possible. LICENSEE will be provided the option of selecting make-up hours of their choosing, as available to replace, the canceled hours or a refund for time lost, if LICENSEE paid for those hours in advance and elects not to make up the time.
- LICENSOR'S DUTIES:** LICENSOR'S ice surface duties shall include resurfacing of the ice surface prior to LICENSEE'S use, one resurface per hour reserved (i.e. for two hour high school varsity hockey games, an additional resurfacing will be completed after the second period / for a collegiate game, resurfacing may be provided between periods if time allows) the supply of two goal nets for hockey use if required, and LICENSEE'S use of up to two team changing rooms if requested (LICENSEE must provide a set of car keys or other surety to receive a team room key); pool duties shall include chemical balancing and cleanliness, temperature control and lane structuring; turf duties shall include the supply of two goal nets for soccer, lacrosse or field hockey use if required.

LICENSEE shall be responsible for any articles, belongings, or valuables left unattended or unsecured in team rooms. LICENSEE shall promptly pay LICENSOR for all reasonable costs associated with repairs required as the result of vandalism or abuse of any part of the

facility by LICENSEE along with its members, invitees and guests.

6. **RESERVATION OF RIGHTS:** LICENSOR reserves all rights not expressly granted to LICENSEE, including, but not limited to the right to conduct commercial activities at the facility (such as selling or renting ice skates and accessories, selling of any apparel and services as well as all sales of food and drink). LICENSOR reserves the right to deny or rescind facility use or entry privileges to any person that fails to comply with the posted facility rules and code of conduct.
7. **GENERAL ADMISSION RECEIPTS:** LICENSEE'S use of the facility for any event at which a general or spectator admission fee is charged shall be preceded by at least 30 days notice to the LICENSOR. As to all varsity high school events with spectator admission the Licensee shall pay LICENSOR's reasonable additional janitorial and related costs. The LICENSEE shall be required to pay for surface (pool) time used for the event and shall provide adequate security and pay directly for any police or fire department detail required for such events.
8. **RESPONSIBILITY FOR SAFETY:** LICENSEE shall be responsible to inspect team room before each use and shall make LICENSOR aware of any potential hazards or defects prior to said use. Moreover, LICENSEE shall be responsible to provide and pay for all crowd control and/or security and emergency personnel required by ordinance or deemed reasonably necessary by LICENSOR during the time of use and extending to such time as all LICENSEE members, guests, invitees and visitors have departed the property.
9. **ASSUMPTION OF RISK:** LICENSEE along with its members, invitees and guests using the surface, for any purpose, under this agreement, assumes all risk and danger incidental to the surface activity. These risks and dangers include, but are not limited to tripping, slips, falls, cuts by skate blades, injury from flying pucks in the ice area as well as the spectator areas, hockey sticks, and collisions with other participants.

Licensee for itself and for each of its members and other persons who will use the facilities under or through Licensee hereby accepts and assumes all risks of accident or damage or injury to Licensee or to persons using under it or through it. Licensee for itself and for all its members and persons under it, hereby releases and agrees to hold harmless the Wellesley Sports Center LLC and ESG Associates Inc., its officers, employees, and assignees from injury claim or damage sustained or alleged to have been sustained by any person's by virtue of act or admissions of Licensee or persons using under or through it or its members. Licensee further agrees to provide adequate supervision of all persons using the facilities under and through Licensee.

10. **INSURANCE:** LICENSEE shall purchase and maintain Public Liability Insurance during the full term of this license and provide LICENSOR with a Certificate of Insurance at the time this agreement is executed. The Insurance shall name Wellesley Sports Center LLC and ESG Associates Inc., as additional insured. The Insurance shall have limits as called for in the LICENSOR Lease with the Town of Wellesley. This insurance policy shall provide 30 days Notice to cancellation or reduction in coverage; surety shall provide LICENSOR with written notice.
11. **PROMOTIONAL ACTIVITY:** LICENSEE shall not conduct any promotional activity or advertise any event at the facility without the prior written consent of LICENSOR. The LICENSEE shall not announce, advertise or in any manner promote a program or activity in connection with this ice reservation until the agreement is executed (including the return of required deposit).
12. **DISPUTE RESOLUTION:** All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the Parties. No such action shall be brought, however, until the Parties have endeavored to negotiate in good faith any such claim, dispute or other matter in question.
13. **BINDING EFFECT:** This agreement shall be binding upon the LICENSOR and LICENSEE, together with their successors, heirs and assigns.
14. **ENTIRE AGREEMENT:** This agreement may only be modified or amended by a separate written addendum that is signed by both parties and attached to the agreement. Any stricken, additional, or contrary terms and conditions proposed by LICENSEE are expressly rejected by LICENSOR, and shall not become a part of this agreement unless such stricken, additional, or contrary terms are expressly incorporated by addendum issued and signed by the LICENSOR. The entire agreement will not become effective until and unless the agreement is fully signed and executed by a duly authorized agent of LICENSEE and LICENSOR and any and all deposit or payment requests are received.
15. **SEVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
17. **SCHEDULE:** LICENSOR hereby agrees to allow LICENSEE to use the surface according to the attached Exhibit 1. SCHEDULE
18. **PURPOSE:** For considerations herein provided, LICENSEE agrees to use and pay for same in accordance herewith, and abide by all rules



and regulations of the Management governing the use of the facility for LICENSEE intended purpose.

- 19. **TERM:** The TERM of this CONTRACT shall be five (5) Years, at which time the parties are free to renegotiate extensions at their choosing.
- 20. **RENTAL RATE:** LICENSEE shall be charged market rate for use of these facilities, which shall initially be \$30 per hour per lane.
- 21. **FAILURE TO USE:** Failure of LICENSEE to use the facilities contracted for shall not relieve LICENSEE of the payment obligation therefore, unless released in written notice by LICENSOR or its designee ESG Associates Inc.
- 22. **DAMAGE:** LICENSOR may inspect the facility, including the locker-room / changing-room facilities to be used by LICENSEE before and after use by LICENSEE or members of LICENSEE's organization. LICENSOR will provide LICENSEE with written notice of any damage to the facility that LICENSOR believes was caused by LICENSEE or members of LICENSEE's organization or invitees and LICENSEE will have the opportunity to inspect and respond to LICENSOR within fourteen (14) days of receipt of said notice. If the Parties agree that the facility was damaged by LICENSEE or members of LICENSEE's organization or if LICENSEE fails to respond to LICENSOR's notice within fourteen (14) days of receipt of such notice, LICENSOR may refer such damage to the LICENSOR's facility management for repair. LICENSEE agrees to reimburse LICENSOR for the reasonable costs of such repairs. If the Parties agree, each acting reasonably, that any damage to the facility was caused by the malicious or reckless behavior of any individual or group within LICENSEE's organization, LICENSOR shall have the right to bar such individual or group from entry to, or participation in, future activities. LICENSEE for itself and each of its members understands that the possession and/or consumption of alcoholic beverages on the grounds or within the facility are strictly prohibited.
- 23. **LOCKER ROOM:** LICENSEE shall be entitled to use of an in-season locker room facility for each of male and female participants during scheduled pool times and shall also be entitled to the use of in-season Locker Rooms for male and female players of opposing teams during scheduled events at no additional cost.
- 24. **PROMOTIONAL OPPORTUNITIES:** LICENSOR shall provide LICENSEE a Promotional Inventory list detailing various advertising and merchandising opportunities that LICENSOR shall share revenue generated 50/50 NET with LICENSEE produced by LICENSEE's efforts.
- 25. **MISCELLANEOUS:**
 - a. LICENSEE agrees that LICENSOR anticipates opening date September 1, 2018.
 - b. This Agreement is being executed pursuant to and in accordance with M.G.L. c. 30B.
 - c. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSEE, nor any participant with the LICENSEE, shall be personally liable to the LICENSOR hereunder, for the LICENSEE's payment obligations or otherwise, the LICENSOR hereby agreeing to look solely to the assets of the LICENSEE for the satisfaction of any liability of the LICENSEE hereunder. In no event shall the LICENSEE ever be liable to the LICENSOR for indirect, incidental or consequential damages.
 - d. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LICENSOR, nor any participant with the LICENSOR, shall be personally liable to the LICENSEE hereunder, for the LICENSOR's obligations hereunder, the LICENSEE hereby agreeing to look solely to the assets of the LICENSOR for the satisfaction of any liability of the LICENSOR hereunder. In no event shall the LICENSOR ever be liable to the LICENSEE for indirect, incidental or consequential damages.

IN WITNESS WHEREOF, the parties to this agreement hereto set their hands and seals on the date and year first above written:

LICENSEE: _____

LICENSOR: WELLESLEY SPORTS GROUP, LLC
BY: ESG Associates Inc., its Manager

By: _____
Brian DeVellis, President

RIDER A TO SURFACE LICENSE AGREEMENT

The LICENSOR shall provide the following:

Preferred pool use time in favor of the Town of Wellesley, its schools, the Wellesley Swim Association, and any successor organizations (collectively, the "Town Pool Users") as provided herein and in the Pool Use Schedule attached hereto as Exhibit Rider A-2. The Town or other Town Pool users, as the case may be, shall be charged market rate for use of these facilities, which shall initially be \$30 per hour per lane. The Pool Use Schedule is established annually on March 15th for the following swimming season (which swimming season, for the purposes hereof, is defined as September 1 through the following March 31 of each school year) in the following manner: (i) the Town Pool Users shall be entitled to the same number of hours as the previous year, or fewer if requested by the Town Pool Users, but shall not be entitled to an increase in hours from the previous year without the approval of the Tenant, such approval not to be unreasonably withheld; (ii) March 15 represents a cut-off date by which the Town Pool Users may request a change to the Pool Use Schedule for the following season; and (iii) if no change is requested by March 15, the previous year's schedule shall remain in place for the following season.

Exhibit 1 – SCHEDULE

(SPACE ABOVE THIS LINE FOR REGISTRY'S USE ONLY)

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This **GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT** (the "Agreement") is made as of this ___ day of June, 2018, by and among the Town of Wellesley, a Massachusetts municipal corporation (the "Ground Landlord"), Wellesley Sports Center, LLC, a Delaware limited liability company (the "Ground Tenant"); and Northern Bank & Trust Company, a Massachusetts trust company, its successors and assigns ("Lender").

RECITALS:

- A. The Ground Landlord is the lessor and the Ground Tenant is the lessee under the Lease (as defined below).
- B. Lender has agreed to make the Leasehold Loan (as defined below) to the Ground Tenant secured, *inter alia*, by the Leasehold Estate (as defined below).
- C. As a condition precedent to making the Leasehold Loan, Lender has required that the Ground Landlord and the Ground Tenant execute this Agreement.

AGREEMENT:

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

- 1. **Incorporation of Recitals.** The recitals set forth above are incorporated by this reference with the same force and effect as if fully set forth herein.
- 2. **Definitions.** Unless defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Lease. The following terms shall have the meanings indicated below:
 - a. *Demised Premises* shall mean that certain parcel of land located at 900 Worcester Street, Wellesley, Norfolk County, Massachusetts, demised by and as more particularly described in the Lease.
 - b. *Land Records* shall mean the Norfolk County Registry of Deeds.
 - c. *Lease* shall mean that certain Ground Lease, dated as of March 2, 2017, by and between Ground Landlord, as lessor, and Ground Tenant, as lessee, demising the Demised Premises, a Notice of which is to be recorded herewith in the Land Records.

d. *Lease Certificate* shall mean a certificate executed by Ground Landlord and Ground Tenant in form and substance satisfactory to Lender and delivered to Lender in connection with this Agreement, attaching a true, correct and complete copy of all of the documents composing the Lease (and any notice or memorandum of the Lease) and certifying to Lender that each of such documents is a true, correct and complete copy of such document and together such documents represent a true, correct and complete copy of the entire Lease.

e. *Leasehold Estate* shall mean the estate owned by the Ground Tenant under the Lease.

f. *Leasehold Estate Sale* shall mean the (1) acquisition of possession or control of the Demised Premises under the Leasehold Loan Documents (as defined below), (2) sale of Ground Tenant's interest in the Lease by foreclosure of the Leasehold Mortgage (as defined below), (3) transfer of the Demised Premises by deed in lieu of foreclosure, or (4) sale, transfer or abandonment of the Demised Premises under the authority of the Bankruptcy Court or the Federal Bankruptcy Code or pursuant to an approved plan under the Federal Bankruptcy Code or other appropriate means.

g. *Leasehold Loan* shall mean that certain \$21,720,000.00 loan made by Lender to the Ground Tenant evidenced by, *inter alia*, the Leasehold Note (as defined below) and secured by, *inter alia*, the Leasehold Mortgage.

h. *Leasehold Note* shall mean that certain Promissory Note, dated June 26, 2018, made by the Ground Tenant payable to the order of Lender in the amount of the Leasehold Loan.

i. *Leasehold Loan Documents* shall mean the Leasehold Note, Leasehold Mortgage and all other documents evidencing or securing the Leasehold Loan.

j. *Leasehold Mortgage* shall mean that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing, dated as of June 26, 2018, made by Ground Tenant to Lender, and recorded or to be recorded among the Land Records and encumbering the Leasehold Estate.

k. *Transferee* shall mean Lender or any successor or assignee of Lender taking title to the Demised Premises in connection with a Leasehold Estate Sale.

3. Representations and Warranties. The Ground Landlord represents and warrants to the Lender that the following statements are true and correct in all respects:

a. *Lease is complete; Recording.* The documents attached to the Lease Certificate are all of the documents amending, modifying, affecting or assigning the Lease. There are no other oral or written agreements, understandings or the like between Ground Landlord and Ground Tenant relating to the Demised Premises, the Leasehold Estate or the Lease transaction. A notice of the Lease will be recorded herewith in the Land Records.

b. *Authority.* The execution of the Lease by the Ground Landlord was duly authorized by a Vote of the Town Meeting Members of the Ground Landlord at a Special Town Meeting on April 3, 2017 (the "Vote"), the Lease was properly executed by the Board of Selectmen of the Ground Landlord, is in full force and effect and is valid, binding and enforceable against Ground Landlord. The authorization and execution of the Lease by the Ground Landlord complied in all respects with the requirements of Massachusetts General Laws, Chapter 40, Section 3 and the Bylaws and Regulations of the Town of Wellesley. The Vote authorizes the Ground Landlord to execute

and deliver a New Lease, as provided herein. The execution of the Lease by the Ground Tenant was authorized by the Limited Liability Company Agreement of the Ground Tenant and by the affirmative vote or the prior written consent of the Voting Members of the Ground Tenant, holding at least a majority of the outstanding Class A Units held by the Voting Members, voting together as a single class.

c. *Possession; Commencement.* The Lease is effective, the Ground Tenant has accepted possession of the Demised Premises and is in occupancy thereof under the Lease. The initial term of the Lease will commence on the Final Completion Date of the Facility and Improvements, as that term is defined in the Lease (the "Term Commencement Date").

d. *Expiration; Extension Options.* The initial term of Lease will expire fifty (50) years after the Term Commencement Date. The Lease contains two options to extend the initial term for two additional periods of twenty (20) years each (the "Extension Options"). The Extension Options may be exercised by the mutual consent of the Ground Landlord and the Ground Tenant.

e. *Rent.* Under the Lease, Ground Tenant is currently obligated to pay Base Rent in the amounts set forth in Rent Schedule I of the Lease. Base Rents is payable in advance, on the first day of each calendar month.

f. *Escrows and Deposits.* Ground Landlord holds the following escrows and deposits in the following amounts under the Lease: None.

g. *Completion of Work and Approvals.* All of the Required Permits (as defined in the Lease), which the Ground Tenant is able to obtain before the Outside Construction Start Date (as defined in the Lease) have been obtained. Ground Landlord does not own and makes no claim to the Required Permits and the other site work, plans, improvements, permits, approvals or licenses ("Improvements and Approvals") and, to the best of Ground Landlord's knowledge, Ground Tenant owns the Improvements and Approvals.

h. *Insurance.* Ground Tenant presently maintains insurance coverage which satisfies the requirements imposed upon the Ground Tenant for insurance coverage as set forth in the Lease.

i. *Default of Ground Tenant.* To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Tenant. Ground Landlord has not sent a notice of default under the Lease.

j. *Default of Ground Landlord.* To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Landlord. Ground Landlord has received no notice of default under the Lease.

k. *Defenses; Off-sets.* To the best of Ground Landlord's knowledge, the Ground Tenant has no defense, set off, basis for withholding of Rent, claims or counter claims against the Ground Landlord under the Lease. To the best of Ground Landlord's knowledge, there are no claims against the Ground Tenant relating to the Demised Premises or its use.

l. *Assignments; Encumbrances by Ground Tenant.* To the best of Ground Landlord's knowledge, Ground Tenant has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Demised Premises and no mortgages or other security interests encumber the Ground Tenant's Leasehold Estate in the Demised Premises.

m. *Assignments; Encumbrances by Ground Landlord.* The Ground Landlord has not assigned, sublet, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease for the Demised Premises, and no mortgages or other security interests encumber the Ground Landlord's fee interest in the Demised Premises.

n. *Assignment and Subletting by Ground Tenant.* Ground Tenant has not assigned the Lease or sublet the Demised Premises, except that Ground Tenant has sublet a portion of the Demised Premises to Charles River Aquatics, Inc.

o. *Rights to Purchase; Termination; Renewal; Extension.* Except for the Extension Options, the Lease contains no options, rights of first refusal or other preferential right to purchase or lease all or any portion of the Demised Premises and contains no rights to renew or extend the term of the Lease and contains no right to terminate the Lease except as set forth in Section 2.3, Section 3.3, Section 3.9, Section 7.2, Section 8.2, Section 8.3 and Article 11 of the Lease. As of the date of this Agreement, the Ground Landlord has no right to terminate the Lease pursuant to Section 2.3, Section 3.9 or Section 7.2 of the Lease.

p. *Rights to Purchase of Third Parties.* No third party has any option, right of first refusal or other preferential right to purchase all or any part of the Demised Premises.

q. *Exclusivity.* The Ground Landlord has not granted any right to a third party to conduct business or use the property for a particular use to the exclusion of any other party at the Demised Premises.

r. *Eminent Domain.* Ground Landlord has not received any written notice of any eminent domain proceeding or other governmental or judicial action against the Ground Landlord's interest in the Demised Premises.

s. *Violations.* Ground Landlord has not received written notice that any portion of the Demised Premises violates any governmental law or regulation, including without limitation, any environmental laws or the Americans with Disabilities Act, and it has no reason to believe that grounds exist for any such claim.

t. *Bankruptcy; Insolvency.* Ground Landlord has not filed, nor, to the best of the knowledge and belief of Ground Landlord, is there threatened against or contemplated by Ground Landlord, a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any state thereof, or any other action brought under said bankruptcy laws.

4. **Consent to Ground Tenant.** The Ground Landlord hereby unconditionally and irrevocably recognizes that Ground Tenant is the lessee under the Lease with all of the rights and obligations of the lessee thereunder.

5. **Consent to Leasehold Loan Documents.** The Ground Landlord hereby unconditionally and irrevocably consents to the Ground Tenant encumbering the Leasehold Estate by executing and recording the Leasehold Loan Documents and the right of Ground Tenant to assign the Lease to Lender. The Ground Landlord acknowledges and agrees that Lender is a Permitted Institutional Mortgagee, as that term is defined in the Lease. The Ground Landlord agrees that the Leasehold Loan Documents may be assigned, modified or amended without the prior written consent of the Ground Landlord.

6. **No Encumbrances.** The Ground Landlord shall not sublet or encumber, mortgage, grant a security interest or otherwise finance its interest in the Lease for the Demised Premises or its fee interest in the Demised Premises ("Ground Landlord Grant of Interest") without the consent of Lender. Any Ground Landlord Grant of Interest shall be expressly subject and subordinate to the Lease and the Leasehold Mortgage and shall be void and of no force unless Ground Landlord and any other party to the Ground Landlord Grant of Interest shall execute documents in recordable form and satisfactory in form and substance to Lender, subjecting and subordinating the Ground Landlord Grant of Interest to the Lease and the Leasehold Loan Documents. Prior to effecting any Ground Landlord Grant of Interest, Ground Landlord shall obtain from the lender under any such interest, a subordination and standstill agreement with Lender that shall be in form and substance satisfactory to Lender.

7. **Subleases.** The Ground Tenant may not sublet all or portions of the Demised Premises without the consent of Ground Landlord, except as provided in Section 10.1 (a) of the Lease.

8. **Direct Payments.** Upon written notice to Ground Landlord, Ground Tenant or Lender may pay all expenses of the Demised Premises, if any, currently paid to Ground Landlord directly to the entities to which they are due and owing. Payment of the amounts due and owing to such entities directly shall satisfy Ground Tenant's obligations under the Lease to make payment of such amounts to Ground Landlord. Notwithstanding the foregoing, Ground Tenant shall continue to pay Rent to Ground Landlord.

9. **Lender's Rights in Default; Cure Periods.**

a. *Default Notice.* Upon the occurrence of a default under the Lease, Ground Landlord shall provide notice of such default to Ground Tenant ("Default Notice") and shall provide a copy of each Default Notice to the Lender at the same time. No Default Notice shall be deemed to have been duly given and Ground Landlord shall not exercise any rights or remedies with respect to such default, unless and until a copy of the Default Notice has been so provided to the Lender. If any default entitles Ground Landlord to terminate the Lease and Ground Landlord intends to terminate the Lease if such default is not cured, then the Default Notice should so specify ("Termination Notice").

b. *Specified Defaults; Additional Cure Period.* From and after Lender receives the Default Notice, Lender shall have the same rights to remedy or cause to be remedied the defaults which are the subject matter of the Default Notice ("Specified Defaults"), as are given to a Permitted Institutional Mortgagee under the Lease .

c. *No Extension of Lease Term.* Nothing in this Section 9 shall be construed to extend the Lease beyond its initial term as extended by any Extension Options, nor to require the Lender to continue with the exercise of remedies under the Leasehold Loan Documents after the Specified Defaults have been cured.

d. *If Defaults Cured.* If the Specified Defaults are cured and the Lender discontinues its exercise of remedies under the Leasehold Loan Documents, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease.

e. *Lease Remains in Full Force.* Upon the acquisition of the Leasehold Estate by a Transferee, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease, if the Lender has complied with the requirements of this Section.

f. *Effectiveness of Termination Notice.* No Termination Notice shall be effective and the Lease shall not terminate as a result, unless and until a Specified Default remains uncured after the expiration of the Lender's cure periods provided in the Lease.

g. *Lender's Cure Effective.* Ground Landlord shall accept performance by or at the instigation of Lender to cure or remedy a default, as if Ground Tenant had accomplished such cure or remedy. Ground Tenant authorizes the Lender to take any such action at the Lender's option and does hereby authorize entry upon the Demised Premises by the Lender for such purpose.

h. *Leasehold Mortgage Not Assignment or Transfer.* For the purposes of this Section, the granting of the Leasehold Mortgage by the Ground Tenant shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate, nor shall the Lender be deemed to be an assignee or transferee of the Lease or of the Leasehold Estate so as to require the Lender to assume the performance of any of the terms, covenants or conditions of the Ground Tenant to be performed under the Lease.

i. *Transferee at Leasehold Sale.* The Transferee at any Leasehold Estate Sale shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Ground Tenant to be performed under the Lease from and after the date of such purchase and assignment, but only as long as such Transferee is the owner of the Leasehold Estate. In any action brought to enforce the obligation of any such Transferee as the Ground Tenant under the Lease, the judgment or decree shall be enforceable against such Transferee only to the extent of its interest in the Demised Premises and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Transferee other than its interest in the Demised Premises.

j. *Leasehold Estate Sale is Permitted Sale.* Any sale of the Ground Tenant's interest in the Lease and of the Leasehold Estate as part of any Leasehold Estate Sale shall be deemed to be a permitted sale, transfer or assignment of the Lease and the Leasehold Estate under the Lease.

k. *Further Sale Permitted.* Upon acquiring the Leasehold Estate, a Transferee may sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to the Transferee without further consent of Ground Landlord, and thereafter be relieved of all obligations under the Lease; provided that the assignee acquiring the Demised Premises from Transferee has delivered to Ground Landlord its written agreement to be bound by all the provisions of the Lease.

10. **New Lease.**

a. *New Lease Notice.* If the Lease is rejected by Ground Tenant or Ground Landlord in any state or federal insolvency or bankruptcy proceeding, Ground Landlord shall provide the Lender with written notice that the Lease has been rejected (the "New Lease Notice"), together with a statement of all sums which would have been due under the Lease on the date of rejection had such rejection not occurred, and all other defaults, if any, then known to Ground Landlord and not previously included in a Default Notice. Ground Landlord shall not be obligated to make inquiry of Lender's then current address or place of business but may rely upon the statement of Lender's address contained herein or in a written notice from Lender given to Ground Landlord as provided herein.

b. *Right to New Lease.* Upon such rejection of the Lease, Ground Landlord agrees to enter into a new lease (the "New Lease") of the Demised Premises with the Lender or its designee, at the sole and exclusive option of the Lender, for the remainder of the term of the Lease, as provided in Section 10.2 (d0 of the Lease. The New Lease shall be effective as of the date of rejection of the Lease, at the same Rent and upon the same terms, covenants and conditions of the Lease (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled); provided that:

i) the Lender shall make written request upon Ground Landlord for the New Lease within sixty (60) days after the date such Lender receives a New Lease Notice;

ii) the Lender or its designee shall pay or cause to be paid to Ground Landlord at the time of execution and delivery of the New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such rejection of the Lease and which were listed in the New Lease Notice. Additionally, Lender or its designee shall pay or cause to be paid to Ground Landlord all reasonable expenses, including without limitation reasonable attorney's fees, which Ground Landlord shall have incurred by reason of such rejection of the Lease and the execution and delivery of the New Lease and which have not otherwise been received by Ground Landlord from Ground Tenant or other party in interest under the Lease;

iii) Upon the execution of the New Lease, Ground Landlord shall afford to the Lender or its designee named therein, an offset against the sums otherwise due under the previous subparagraph or under the New Lease in an amount equal to the net income derived by Ground Landlord from the Demised Premises during the period from the date of termination of the Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Ground Landlord pursuant to this Section 10, the payment obligation shall be satisfied if Ground Landlord shall be paid the amount not in controversy, and the Lender or its designee shall agree to pay any additional sum ultimately determined to be due by a third party arbitrator reasonably acceptable to both parties;

iv) the Lender or its designee shall agree to remedy any of Ground Tenant's defaults of which the Lender was notified in the New Lease Notice and which it is possible for the Lender or its designee to cure;

v) any New Lease and any renewal lease entered into with the Lender shall be prior to any Ground Landlord Grant of Interest in the Demised Premises;

vi) the Ground Tenant under the New Lease shall have the same right, title and interest in and to the Demised Premises and the improvements thereon as Ground Tenant had under the Lease; and

vii) the Ground Tenant under the New Lease shall be liable to perform the obligations imposed upon such Ground Tenant only during the period such Ground Tenant has ownership of the Leasehold Estate. Furthermore, in any action brought to enforce the obligations of the such Ground Tenant under any New Lease, the judgment or decree shall be enforceable against the such Ground Tenant only to the extent of its interest in the premises demised by such New Lease and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Ground Tenant other than its interest in the premises.

c. *No Termination of Subleases.* Unless Lender otherwise directs Ground Landlord in writing, Ground Landlord agrees that upon termination of the Lease it shall not terminate any subleases in effect at the Demised Premises ("Subleases"), and shall recognize and use

reasonable efforts to preserve the Subleases as direct leases between the subtenants under the Subleases and Ground Landlord.

11. **Rights Exercisable by Lender.** Ground Landlord and Ground Tenant hereby agree that all rights and options, including without limitation any and all extensions options, rights of first refusal and rights of purchase, may be exercised directly by or on behalf of the Lender.

12. **Lender Need Not Cure Defaults.** Nothing herein shall obligate Lender to remedy any default of which it receives notice. Without limiting the foregoing, nothing herein contained shall require the Lender or its designee as a condition to its exercise of rights under this Agreement to cure any default of Ground Tenant not reasonably susceptible of being cured by the Lender or its designee, in order to comply with the provisions of Sections 9 of this Agreement, or as a condition of entering into the New Lease provided for by Section 10 of this Agreement.

13. **Application of Insurance Loss Proceeds and Condemnation.** Notwithstanding anything to the contrary in the Lease, Ground Landlord and Ground Tenant agree that any and all insurance casualties or losses and condemnation actions shall be governed by the Leasehold Loan Documents, and any and all insurance loss proceeds and condemnation awards otherwise payable to Ground Tenant shall be paid to the Lender and applied in accordance with the terms and provisions of the Leasehold Mortgage. Ground Landlord and Ground Tenant further agree that the Lender may be named as a mortgagee, loss payee and additional insured under any insurance policies relating to the Demised Premises.

14. **Future Amendments; Cancellation.** Notwithstanding any rights of Ground Tenant and Ground Landlord to terminate the Lease in any manner and for any reason other than an uncured Event of Default under the Lease, Ground Tenant and Ground Landlord agree not to amend, modify, cancel or terminate the Lease, or surrender the Leasehold Estate or Demised Premises, or to allow or permit the same to occur, without the prior, written consent of the Lender, which consent the Lender may withhold in its absolute discretion. Any such amendment, modification, cancellation or termination effected without such prior, written consent shall be void and of no force or effect, notwithstanding any contrary provision of the Lease. Ground Landlord and Ground Tenant agree that neither shall terminate the Ground Lease upon damage, destruction or casualty upon the Demised Premises as long as the Leasehold Loan Documents remain outstanding.

15. **Future Financings.** In the event Ground Tenant seeks to refinance the Leasehold Loan from time to time by mortgaging the Leasehold Estate, Ground Landlord agrees to enter into an agreement substantially similar in form and content to this Agreement with an institutional lender proposing to make a loan to Ground Tenant secured by a first lien upon the Leasehold Estate. All reasonable expenses incurred by Ground Landlord in connection with any such agreement shall be paid by Ground Tenant.

16. **Notices.** Any notice or demand which may be given or made hereunder or with reference to the Lease shall be a sufficient notice or demand if made in writing and (a) deposited in any letter box under the control of the United States Government, enclosed in a postpaid envelope, certified, return receipt requested, (b) sent by overnight national courier service (e.g., Federal Express or Airborne Express) or (c) delivered by hand, and addressed to the respective parties at the last address of which the parties may have been informed in writing, or if no place has been designated:

If to the Ground Landlord:

Town of Wellesley
525 Washington Street
Wellesley, Massachusetts 02482

If to the Ground Tenant:

Wellesley Sports Center, LLC
41 North Road, Suite 203
Bedford, Massachusetts 01730

If to Lender:

Northern Bank & Trust Company
275 Mishawum Road
Woburn, Massachusetts 01801

17. **Successors and Assigns.** This Agreement binds and inures to the benefit of the parties hereto, their heirs, successors and assigns.

18. **Headings.** The headings used herein are for purposes of convenience only and should not be used in construing provisions hereof.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which, together, shall constitute one and the same instrument.

20. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

21. **Rules of Construction.** The parties hereto acknowledge that each party and its counsel has reviewed this Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

22. **Controlling Agreement.** In the event that any provision of this Agreement conflicts with any specific provision of the Lease, this Agreement shall control. This Agreement is designed to grant certain rights to Lender that may not be explicitly found in the Lease. Ground Landlord and Ground Tenant acknowledge that Lender shall have the benefit of such rights notwithstanding the terms of the Lease.

23. **Acknowledgement of Notice.** Ground Landlord acknowledges that this Agreement shall serve as written notice under the Lease sufficient to entitle the Ground Tenant to mortgage the Leasehold Estate and to entitle Lender to all the benefits of a Permitted Institutional Mortgagee under the Lease, including without limitation any rights to notice and cure and rights to enter into a New Lease with Ground Landlord as provided in the Lease and in this Agreement.

24. **Reliance.** Ground Landlord and Ground Tenant acknowledge that Lender may rely upon the statements and provisions in this Agreement in making the Leasehold Loan and that the provisions of this Agreement shall be effective notwithstanding a contrary provision or the absence of a similar provision in the Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

[Signature pages to follow.]

Ground Landlord:

Town of Wellesley

By its Board of Selectmen

Ellen F. Gibbs, Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

On this ____ day of June 2018, before me, the undersigned notary public, personally appeared Ellen F. Gibbs, Chair of the Board of Selectmen of the Town of Wellesley, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Chair of the Board of Selectmen of the Town of Wellesley.

Notary Public

My commission expires _____

Ground Tenant:

Wellesley Sports Center, LLC

By: ESG Associates Inc., its Manager

By: _____
Brian DeVellis, its President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 26th day of June 2018, before me, the undersigned notary public, personally appeared Brian DeVellis, the President and Treasurer of ESG Associates Inc., the Manager of Wellesley Sports Center, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of ESG Associates Inc., the Manager of Wellesley Sports Center, LLC, a Delaware limited liability company.

Notary Public

My commission expires _____

Lender:

Northern Bank & Trust Company

By: _____

John P. Dilorio, Jr., its Senior
Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 26th day of June 2018, before me, the undersigned notary public, personally appeared John P. Dilorio, Jr., Senior Vice President of Northern Bank & Trust Company, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Northern Bank & Trust Company, a Massachusetts trust company.

Notary Public

My commission expires _____

7. **Approve Selection of WHDC CPA Firm**

Annually, the WHDC is file a Federal Form 990 (Return of Organization Exempt from Income Tax) on a fiscal year basis. Included in your packet is an email from Sheryl Strother on this point, as well as a copy of the draft agreement from the proposed firm Baumann and Baumann. The total cost of the services is \$2,925. We request that the Board provide approval of this agreement so the work can be completed.

MOVE that the Board authorize a contract with Baumann and Baumann for \$2,925 to provide CPA services necessary to file a Federal Form 990 on behalf of the Wellesley Housing Development Corporation.

Strother, Sheryl

From: Strother, Sheryl
Sent: Wednesday, June 20, 2018 11:34 AM
To: Robinson, Blythe; Jop, Meghan
Subject: WHDC

WHDC established in 1998 via a Special Act. It is a 501c3. IRS rules changed a few years ago requiring that IRS Form 990 be filed, so in 2012 Baumann was selected to perform the audit and file the 990 (Mike Nelligan, Tim Barrett, and I were involved in this). BOS have approved one year agreements since then. At some point we could ask another CPA firm to bid on this work, but there is no immediate requirement or need. The contract is probably too small to generate a lot of interest from other firms.

*Sheryl Strother / Finance Director/CFO
Town of Wellesley / 525 Washington Street / Wellesley, MA 02482
P 781-431-1019 ext 2211
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Acts
1998

Jump to:

Chapter 311 AN ACT ESTABLISHING THE WELLESLEY HOUSING DEVELOPMENT CORPORATION.

PREV NEXT

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. There is hereby established a nonprofit housing corporation to be known as the Wellesley Housing Development Corporation, which shall be subject to the supervision of the board of selectmen of the town of Wellesley. Said corporation shall be governed by a board of directors hereinafter referred to as the board. Said board, which is hereby established, shall consist of not less than five members who shall be residents of said town and who shall be appointed by the board of selectmen for staggered three year terms as designated by said board of selectmen. Such appointments shall be made on or before June 30. Members shall serve until their successors are appointed and qualified. Continuing members may act despite a vacancy in said board and, for this purpose, shall be deemed to constitute a full board. A vacancy in the board, however occurring, may be filled by said board of selectmen for the remainder of the unexpired portion of the term.

The board shall exercise its powers and perform its duties for the purpose of investigating and implementing alternatives for the provision of and providing

affordable housing for persons of low, moderate and middle income and others whose needs may be identified from time to time in said town. The powers and duties of said board shall be alternative and supplemental to, and not in limitation of, the powers and duties of the Wellesley Housing Authority, established pursuant to chapter 121B of the General Laws. The liability of said board and its members shall be limited to the same extent as the liability of a public employer and public employees as provided in section 2 of chapter 258 of the General Laws.

SECTION 2. The board shall have the powers conferred by the provisions of paragraphs (a) to (i), inclusive, and paragraph (k) of section 9 of chapter 156B of the General Laws and the following powers; provided, however, that no such power shall be exercised either in a manner inconsistent with this act or any other general or special law or to carry on any activity which is not in furtherance of the purposes set forth herein:

(a) to adopt, amend and repeal corporate by-laws for the regulation and conduct of its business including, but not limited to, the call and conduct of its meetings, the number of members which shall constitute a quorum and the mode of voting by proxy;

(b) to elect a chairman and vice-chairman, each of whom shall be members of said board, and a secretary and a treasurer, who need not be members of said board and who may be the same person. The treasurer shall give bond for the

faithful performance of his duties in a form and amount approved and affixed by the board of selectmen, the cost of which bond shall be paid from funds of said board. The chairman and, in his absence, the vice-chairman shall chair meetings of said board. The secretary shall be the custodian of all books, documents and papers filed with said board and of the minute book or journal of said board;

(c) with the approval of the board of selectmen, to make and execute all contracts and all other instruments necessary or convenient for the exercise of its power and functions, subject to approval of the town counsel as to form;

(d) with the approval of the board of selectmen, to acquire or lease, by purchase, gift or otherwise, and to own, hold and use, on such terms and conditions and in such manner as it may deem proper, and to exchange, grant options on, sell, transfer, convey, assign, lease, pledge, mortgage, encumber, grant liens on and security interests in, or to otherwise dispose of, on such terms and conditions as it may deem proper, real, personal or mixed real and personal property or any interest, easements or rights therein and assets or revenues of said board, as may be necessary or appropriate to carry out its purposes, it being understood that said board's right to acquire or sell town owned real estate shall be subject to town meeting vote authorizing the same;

(e) with the approval of the board of selectmen, to enter into agreements or other transactions with the commonwealth or a political subdivision or public

instrumentality thereof, the United States government or a federal, state or other governmental agency;

(f) with the approval of the board of selectmen, to borrow money and to execute notes therefor which shall not be deemed to be debts or obligations of said town, to hold mortgages and to invest any funds not required for immediate disbursement in such investments as may be lawful for fiduciaries in the commonwealth; provided, however, that said board shall have no stock;

(g) with the approval of the board of selectmen, to enter into contracts or agreements with, and to employ from time to time, contractors, architects, engineers, consultants, attorneys, accountants, construction, financial and other experts, superintendents, managers and such other agents and employees as may be necessary in its judgment and to fix their compensation;

(h) with the approval of the board of selectmen, to receive and hold funds appropriated by the town and other funds, property, labor and other things of value from any source, public or private, by gift, grant, bequest, loan or otherwise, either absolutely or in trust, and to expend or utilize the same on behalf of said board for any of its purposes or to act as an agent or conduit in administering or disbursing funds or financial or other aid from any source; provided, however, that all revenues collected or received by said board in connection with its activities, investments or transactions shall be expended only with the approval of said board of selectmen;

(i) to appear in its own behalf before boards, commissions, departments or other agencies of government, municipal, state or federal;

(j) to procure insurance against any loss in connection with the property or activities of said board, in such amounts and from such insurers as it may deem necessary or desirable and, with the approval of the board of selectmen, to indemnify its members or agents if and to the extent specified from time to time in the by-laws of said board and subject to and in the manner provided in section 6 of chapter 180 of the General Laws;

(k) to formulate and, with the approval of the board of selectmen, carry out or monitor plans for projects involving the acquisition or operation of housing facilities of any kind or nature and to construct, reconstruct, renovate, expand, extend, improve, repair, remodel, equip, furnish, maintain, manage and operate such facilities;

(l) with the approval of the board of selectmen, to fix and revise from time to time and to charge and collect rates, fees, rentals and other charges and sales prices for or in connection with the use, occupancy or other disposition of any housing facility or other property or portion thereof under its ownership or control;

(m) with the approval of the board of selectmen, to establish, impose, grant or amend, by deed, lease or other means or method, and to hold the benefit of, monitor, exercise and enforce lawful restrictions on the rental, sale, resale, use

or occupancy of housing facilities or other property under its ownership or control or other facilities or property designated by said board of selectmen or restrictions with respect to the income of owners, tenants or occupants of such housing facilities or other property or options and rights of first refusal with respect to such facilities or property and to waive, release or discharge any such rights or restrictions; provided, however, that the foregoing shall not apply to any town owned real estate or facilities except upon the vote of the town meeting so voting;

(n) with the approval of the board of selectmen, to enter into, perform or monitor agreements or other transactions with contractors, developers, brokers or other real estate professionals or any other person relating to the providing of affordable housing for persons of low and moderate income in the town;

(o) to do any and all things necessary or convenient to carry out its purposes and exercise the powers conferred by this act.

Said board may delegate to any subcommittee or member of the committee any action which said board is authorized to do or make. Said board may be a partner in any business enterprise which it would have power to conduct by itself.

SECTION 3. Notwithstanding the provisions of any general or special law to the contrary, the income, assets and activities of the board shall be exempt from all taxes and assessments and said board shall not be subject to any of the

provisions of chapter 63 of the General Laws or to any taxes based upon or measured by property or income imposed by the commonwealth or by any political subdivision thereof. Said board may enter into agreements with the assessor of the town of Wellesley, with the approval of the board of selectmen, wherein said board shall undertake to make to said town annual payments in lieu of taxes in connection with any real property acquired and owned by said board, the amounts of such payments to be reasonable sums stipulated in such agreement or agreements or determined in accordance with a reasonable formula so stipulated.

SECTION 4. Without limiting the powers of the board, said board may receive, expend and utilize for its purposes all interests in town owned real estate and proceeds of the sale by the town of Wellesley of certain lands, properties, and surplus buildings, as voted by said town but not otherwise. In addition, said town may appropriate other funds for the carrying out by said board of its purposes as set forth herein. Any appropriation therefor may be raised by said town by taxation. At least annually, said board shall cause independent audits to be made of its books and records of said board, which annual audits shall be filed with the board of selectmen.

SECTION 5. In the event that the board shall be dissolved in accordance with law at any time, all property and interests therein, assets and rights of said board existing at such time shall be transferred to the town of Wellesley and title to all such property and all such rights shall vest in said town automatically

without the need for further action or instrument, and said town shall, to the maximum extent permitted by law and acting by and through its board of selectmen, assume, hold and exercise the powers and duties of said board set forth herein with respect to such property and rights so transferred to said town.

SECTION 6. This act shall take effect upon its passage.

Approved August 28, 1998.

BAUMANN & BAUMANN CPAs

62 WALNUT STREET
WELLESLEY, MA 02481
(781) 239-0190

May 29, 2018

Mr. Timothy J. Barrett, Director
Wellesley Housing Development Corporation
525 Washington St
Wellesley, MA 02482

Baumann & Baumann CPAs is pleased to provide Wellesley Housing Development Corporation ("you" or "your") with the professional services described below. This letter and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will prepare the Federal Form 990, Return of Organization Exempt from Income Tax, for the year ended June 30, 2018.

We will not prepare any tax returns except the one identified above, without your written request, and our written consent to do so. We will prepare your tax return based upon information and representations that you provide to us. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

We will prepare the above referenced tax return solely for filing with the Internal Revenue Service ("IRS"). Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

You agree to indemnify and hold our firm and its partners, principals, shareholders, officers, directors, members, employees, agents or assigns (collectively, "firm," "we," "us," or "our") harmless with respect to any and all claims arising from the use of the tax return for any purpose other than filing with the IRS regardless of the nature of the claim, including the negligence of any party.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

This engagement is limited to the professional services outlined above.

CPA Firm Responsibilities

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA") and U.S. Treasury Department Circular 230 ("Circular 230"). It is our duty to perform services with the same standard of care that a reasonable income tax preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

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Bookkeeping Assistance

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the income tax return. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. We will request your approval in writing before rendering these services. Additional charges will apply for such services.

Tax Planning Services

Our engagement does not include tax planning services. During the course of preparing the tax returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, we have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask us to provide tax planning services, we will confirm this representation in a separate engagement letter.

Government Inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request our assistance in responding to such an inquiry. If you ask us to represent you, we will confirm this representation in a separate engagement letter.

Tax Advice

Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include, but are not limited to, the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, private letter rulings and court decisions. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in Circular 230, §10.37, Requirements for Written Advice.

Arguable Positions

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is sufficient support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, private letter rulings and court decisions. If the IRS, state or local tax authorities later contest the position taken, there may be an assessment of additional tax, penalties, interest, and professional fees. We assume no liability, and you hereby release us from any liability for such additional tax, penalties, interest, and professional fees.

Reliance on Others

If you wish to take a tax position based upon the advice of another tax advisor, you agree to obtain a written statement from the advisor confirming that the position should meet the substantial authority, or "more likely than not" standards, as applicable. In preparing your federal tax return, we are subject to a diligence as to accuracy regarding reliance on others standard as

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Wellesley Housing Development Corporation
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defined in revisions to Circular 230, §10.22(b). To the extent a position is based upon the advice of another tax advisor, prior to preparing or signing the tax return, the AICPA SSTS No. 1 also requires our firm to have a good faith belief that the position has, at a minimum, a realistic possibility of being sustained administratively or judicially on its merits, if challenged. Additional charges will apply to such research.

Substantial Understatement Penalties

The IRS imposes penalties for substantial understatement of tax. To avoid the substantial understatement penalty, you must have substantial authority to support the tax treatment of the item challenged by the IRS or adequate disclosure of the item. A completed IRS Form 8275, Disclosure Statement, or 8275-R, Regulation Disclosure Statement, which discloses all relevant facts, may be required to be attached to your tax return to meet the adequate disclosure requirement. A disclosed tax position that meets the reasonable basis standard must have some authority supporting the position and be more than simply arguable.

You agree to advise us if you wish to disclose a tax treatment on your return. If you request our assistance in identifying or performing further research to ascertain if there is "substantial authority" for the proposed position to be taken on the tax item(s) in your returns, we will confirm this representation in a separate engagement letter. It is your responsibility to contact us if additional assistance is required.

Unless an undisclosed tax position meets the substantial authority or "more likely than not" standard, as applicable, we will be unable to prepare the return and will withdraw from the engagement.

If we conclude as a result of our research that you are required to disclose a transaction on your tax return, you consent to attach a completed Form 8275 or 8275-R to your tax return for filing after we discuss the situation with you. You also agree to hold harmless our firm and its partners, principals, shareholders, officers, directors, members, employees, agents or assigns from any and all actual and consequential damages (including but not limited to tax, penalties, interest, and professional fees) you incur as a result of including such disclosures with your filed tax returns regardless of the nature of the claim, including the negligence of any party.

Listed Transactions and Other Reportable Transactions

The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS whose primary purpose is tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. You agree to advise us of any reportable transactions identified under tax law and regulations. You agree that it is solely your decision to disclose any reportable transactions in the return we prepare for you. Additional charges will apply for such research.

You acknowledge your responsibility to inform us of any listed transactions or other reportable transactions as designated by the IRS. You agree to hold harmless our firm and its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any additional tax, penalties, or interest imposed on you by tax authorities resulting from your failure to timely notify us, in writing, of all such transactions in order to facilitate the timely preparation and filing of your tax return.

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Tax Shelters

Section 506 of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 requires our firm, as tax return preparers, to conform to a higher standard than the taxpayer when an undisclosed tax position is related to a tax shelter as defined in IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, or a reportable transaction to which IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, applies. This higher standard requires the preparer to have a reasonable belief that the undisclosed tax position would more likely than not be sustained on its merits if challenged by the IRS, and that there be a reasonable basis for the tax treatment. We may have to spend additional time preparing your return due to the extra research and analysis necessary to meet the standard. Accordingly, by executing this Agreement, you acknowledge that you are aware of this difference in standards, and consent to our preparation of your federal tax return in accordance with the standards applicable to our firm as tax preparers.

Client Responsibilities

You will provide us with a trial balance and other supporting data needed to prepare your tax return. You must provide us with accurate and complete information. Income from all sources, including those outside of the U.S., is required.

We rely upon the accuracy and completeness of both the information you provide in the trial balance and other supporting data you provide in rendering professional services to you.

On-line Access to Information

To the extent you provide our firm with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

Transfer Pricing

Your transactions with related parties are subject to the transfer pricing rules of IRC §482, Allocation of Income and Deductions Among Taxpayers, which require that such transactions are conducted in an arm's length manner. Taxpayers who do not have the required documentation can be subject to significant penalties if transfer pricing adjustments are sustained upon examination by the IRS. We recommend you document your transfer pricing policies in accordance with IRC §482 and §6662, Imposition of Accuracy-Related Penalty on Underpayments, and the regulations thereunder to reduce this risk. If you ask us to conduct a transfer pricing study, we will confirm this representation in a separate engagement letter.

Unrelated Business Taxable Income

If your organization produces revenue from a trade or business activity not directly related to its tax-exempt purpose, it may have unrelated business taxable income that must be reported separately from other income. You are responsible for informing us of any potential unrelated business taxable income. At your written request, we are available to provide you with written answers to your questions on this matter.

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Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, and deductions on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it if necessary, to respond to any audit or inquiry by tax authorities. You agree to hold harmless our firm and its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any additional tax, penalties, interest, and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.

Personal and Other Expenses

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, entertainment, vehicle use, gifts, and related expenses are supported by necessary records required by the IRS and other tax authorities. The IRS requires formal records of these items be maintained so as to support the nature and deductibility of such expenses. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required. Your signature on this letter confirms that we have advised you of the recordkeeping requirements and that your expenses for these items are supported by records as required by law.

State and Local Filing Obligations

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, along with information that comes to our attention, we believe you may have additional filing obligations, we will notify you of this responsibility in writing and ask you to contact us. If you ask us to prepare these returns, we will confirm this representation in a separate engagement letter.

U.S. Filing Obligations Related to Foreign Financial Assets

As part of your filing obligations, you are required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign assets, so we may properly advise you regarding your filing obligations.

These assets include any ownership interests you directly or indirectly hold in businesses located in a foreign country, and any assets or financial accounts located in a foreign country over which you have signatory authority. Based upon the information you provide, this information will be used to calculate any applicable foreign tax credits. We will also use this data to inform you of any additional filing requirements, which may include *FinCEN Form 114, Report of Foreign Bank and Financial Accounts* ("FBAR"). Failure to file required forms can result in the imposition of both civil and criminal penalties, which may be significant. The FBAR is not a tax

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return and its preparation is not within the scope of this engagement. If you ask us to prepare the FBAR, we will confirm this representation in a separate engagement letter.

Foreign Filing Obligations

You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you and that foreign filing obligations are not within the scope of this engagement.

Employment Records

You are responsible for obtaining Form I-9, Employment Eligibility Verification Form, from each new employee at the time of employment. In addition, Federal Form W-4, Employee's Withholding Allowance Certificate, and the applicable state equivalent should be retained for all employees. Failure to obtain these forms may subject an employer to penalties. Additional state requirements related to employment records may exist. At your written request, we are available to provide written answers to your questions on required documentation.

Worker Classification

You acknowledge and confirm that you are responsible for determining the correctness of any worker classification. Payroll tax withholding and related employer payroll tax implications result from this determination. We recommend obtaining a Form W-9, Request for Taxpayer Identification Number and Certification, signed by any independent contractor, as well as a signed contract with any independent contractor. You should also issue a Form 1099-MISC, Miscellaneous Income, to all unincorporated independent contractors to whom you pay \$600 or more for services. At your written request, we are available to provide written answers to your questions on required documentation.

Ultimate Responsibility

You have final responsibility for your tax return. We will provide you with a copy of your electronic tax return and accompanying schedules and statements for review prior to filing with the IRS. You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879-EO, *IRS e-file Signature Authorization for an Exempt Organization*, authorization form before your return can be filed electronically.

In the event that you do not wish to have your tax return filed electronically, please contact our firm. Additional procedures will apply. You will be responsible for reviewing the paper return for accuracy, signing it, and filing it timely with the tax authority.

Timing of the Engagement

We expect to begin our services upon receipt of your June 30, 2018 trial balance, and other supporting data agreed to above.

Our services will conclude upon the earlier of:

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- the electronic filing and acceptance of your 2017 tax return by the appropriate tax authority, and the mailing or delivery of any non-electronically filed tax return for your review and filing with the appropriate tax authority
- written notification by either party that the engagement is terminated, or
- one year from the execution date this Agreement.

Extensions of Time to File Tax Return

The original filing due date for your federal tax return is November 15, 2018. Due to the high volume of tax returns prepared by our firm, the information needed to complete the tax return must be received no later than October 15, 2018 so that the return may be completed by the original filing due dates.

It may become necessary to apply for an extension of the filing deadline if there are unresolved tax issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

To the extent you wish to engage our firm to apply for extensions of time to file your tax return on your behalf, you must notify us of this request in writing. Our firm will not file these applications unless we receive an executed copy of this Agreement and your express written authorization to file for extensions. In some cases, your signature may be needed on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.

We are available to discuss this matter with you at your request. Additional charges will apply for such services.

Penalties and Interest Charges

Federal tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

We rely on the accuracy and completeness of the information you provide to us in connection with the preparation of your tax returns. Failure to disclose or inadequate disclosure of income or tax positions may result in the imposition of penalties and interest charges.

Professional Fees

Our professional fee for the services outlined above is estimated to be \$2,925, of which \$2,925 is due upon execution of this Agreement as a retainer. This fee is based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition,

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Mr. Timothy J. Barrett, Director
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May 29, 2018
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this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the income tax returns.

We appreciate the opportunity to be of service to Wellesley Housing Development Corporation. Please date and execute a copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement and retainer.

Very truly yours,

BAUMANN & BAUMANN CPAs



Karl M. Baumann, Partner

ACCEPTED:

WELLESLEY HOUSING DEVELOPMENT CORPORATION


Robert Kenney, Chairman
Date: 6/29/18

TOWN OF WELLESLEY BOARD OF SELECTMEN

Name Title

Date: _____

BAUMANN & BAUMANN CPAs

Terms and Conditions Addendum to Engagement Letter

Overview

This addendum to the engagement letter(s) describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum and the accompanying engagement letter(s) comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter(s) and this *Terms and Conditions Addendum*, the engagement letter(s) will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Baumann & Baumann CPAs (“B&B”) and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Agreement” mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We may require payment of a retainer upon execution of this Agreement. You agree that the retainer will be earned as our professional time to complete the engagement is incurred. The retainer will be applied to the final billing and any unused balance will be refunded at the end of the engagement.

We will bill you for our professional fees and out-of-pocket costs as indicated in the engagement letter. Payment is due in accordance with the terms of the engagement letter. All invoices are due and payable upon presentation. All invoices not paid within 30 days will be subject to a late charge of 1 1/2% per month.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize *CCH Client Access Portal* a collaborative, virtual workspace in a protected, online environment. *CCH Client Access Portal* permits real-time collaboration across geographic boundaries and time zones and allows B&B and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use *CCH Client Access Portal*, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement.

You agree that we have no responsibility for the activities of *CCH Client Access Portal* and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of *CCH Client*

Access Portal. While *CCH Client Access Portal* backs up your files to a third-party server, we recommend that you also maintain your own backup files of these records.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Third Party Service Providers or Subcontractors

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us in the provision of services to you, which may include receipt of your confidential information. This provider has established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third-party service provider, if such disclosure is necessary to deliver professional service or provide support services to our firm.

Independent Contractor

When providing services to you, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of seven years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Referrals

In the course of providing services to you, you may request referrals to attorneys, brokers, investment advisors or other professionals. We may identify a professional or professionals for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional and determining if the professional can meet your needs. You agree that we have no responsibility for and will not oversee the activities of any professional to whom we refer you.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend that you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker, or investment advisor.

Other Income, Losses, and Expenses

If you realized income, loss, or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss, or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Accountant – Client Privilege

Internal Revenue Code §7525, *Confidentiality Privileges Related to Taxpayer Communication*, provides a limited confidentiality privilege applying to tax advice embodied in taxpayer communications with federally

authorized tax practitioners in certain limited situations. This privilege is limited in several important respects. For example, this privilege does not apply to your records, which you are required to retain in support of your tax return. In addition, the privilege does not apply to state tax issues, state tax proceedings, private civil litigation proceedings, or criminal proceedings.

While we will cooperate with you with respect to the privilege, asserting the privilege is your responsibility. Inadvertent disclosure of otherwise privileged information may result in a waiver of the privilege. Please contact us immediately if you have any questions or need further information about this CPA-client privilege.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate engagement letter.

Accounting Advice

Notwithstanding anything else in this Agreement, it is expressly agreed that to the extent B&B provides any form of accounting advice to the you, whether routine, incidental advice or advice specifically delineated within the engagement letter, the advice is solely for your benefit and is not to be relied upon by any other person. As part of any disclosure of such advice, you must inform all such persons to whom the advice or information is disclosed that they may not rely upon B&B's advice without B&B's prior written consent. Any accounting advice reflects professional judgment based on existing authority available and the facts as stated. Subsequent developments could affect previously communicated advice. Unless specifically agreed upon, B&B has no obligation to communicate relevant subsequent developments.

Tax Advice

Notwithstanding anything else in this Agreement, it is expressly agreed that to the extent B&B provides any form of tax advice to you, whether routine, incidental advice or advice specifically delineated within the engagement letter, you may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction that affects its taxes and all materials of any kind (including opinions and/or other tax analyses) that may be provided to you relating to such tax treatment and tax structure. However, because B&B's advice is solely for your benefit and is not to be relied upon by any other person, as part of any such disclosure, you must inform all such persons to whom information is disclosed that they may not rely upon B&B's advice without B&B's prior written consent. Unless specifically agreed to the contrary, any tax advice rendered is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code or applicable state or local tax law provisions. Any tax advice reflects professional judgment based on existing authority available and the facts as stated. Subsequent developments could affect previously communicated advice. Unless specifically agreed upon, B&B has no obligation to communicate relevant subsequent developments.

Standard of Care

With respect to tax, accounting or any other advice which is outside the agreed upon scope of the engagement that B&B may perform during the course of the engagement, B&B shall perform those services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar

services under the same or similar circumstances and conditions. B&B makes no other representations or warranties, whether expressed or implied with respect to the services rendered hereunder.

Management Responsibilities

While B&B can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, and experience to oversee any services that B&B provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product. You agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by the mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in Massachusetts.

The mediation will be treated as a settlement discussion and, therefore, all conversations during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Limitation of Liability (Private Company Engagements Only)

B&B's liability for all claims, damages, and costs arising from this engagement is limited to the total amount of fees paid by you to B&B for services rendered under this agreement.

Indemnification (Private Company Engagements Only)

The following is applicable to audit and attest engagements only: You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

The following is applicable to non-attest engagements only: You agree to indemnify, defend, and hold harmless B&B and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the B&B.

Designation of Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including its principles of conflicts of law, and the parties hereby irrevocably and unconditionally agree to submit to the jurisdiction of the state and federal courts of the Governing State. The parties also irrevocably and unconditionally agree that the state and federal courts of the Commonwealth of Massachusetts shall be the exclusive venue for any litigation between them.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against B&B.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require. If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to give any other person other than the parties to this Agreement any legal or equitable relief, remedy or claim under or with respect to this Agreement.

8. Executive Director's Report

Included in your packet are a number of gifts to both the COA and the Recreation Commission that require approval by the Board. We also have two year-end transfers that require authorization.

- Acceptance of Gifts

Included in your packet are a number of gifts to the Council on Aging for which the Board must accept those over \$500. In addition, there is a gift to the Recreation Commission from Wellesley Bank for the summertime concert series.

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

- \$1,000 from the Wellesley Postcomers Club for the 2018 Client Assistance Fund
- \$925.00 from the Friends of the COA to the May Senior Lunch Program with Express Gourmet
- An in kind donation of professional phone editing and digital photo files from Beth Shedd to the COA valued at \$9,227.50
- \$1,116.60 from Springwell for April Senior Taxi Rides

And further that the Board accept a donation of \$2,000 from Wellesley Bank for the Recreation summertime concert series.

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

GIFTS TO THE COA CLIENT ASSISTANCE ACCOUNT (29054152-483000)

Updated 6/22/2018

Donation from:	Amount(s) / comments regarding gift
Wellesley Postcomers Club	\$1,000.00 – 2018 Client Assistance Fund Donation
	Total Gifts Received = \$1,000.00

Total Donations Listed for COA Client Assistance Account = \$1,000.00

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 6/22/2018

Donation from:	Amount(s) / comments regarding gift
Friends of Wellesley Council on Aging	\$925.00 – Donation specific to May Senior Lunch Program with Express Gourmet
Friends of Wellesley Council on Aging	\$404.40 – Donation specific to May senior Lunch Program with Wellesley Bakery

Total Donations Listed for General Gift Account = \$1,329.40

The following donations were made to the Wellesley Council on Aging and must be accepted by the Board of Selectmen:

Updated 6/14/18

The following non-monetary donations were made to the COA:

Name	Value of Donation	Description of Goods Donated
Beth Shedd	\$9,337.50	Professional Photo Editing and Digital Photo Files of COA Events

Total value of non-monetary goods donated to COA = \$9,337.50

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

Account # 25054113-458000-COASPTR

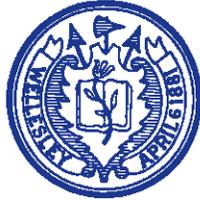
Updated 6/14/18

These donations have been made to the Wellesley Council on Aging specifically in appreciation for taxi rides made possible by a Title III Grant the COA received from Springwell. When the COA arranges a taxi (Vendor – Veterans Taxi), seniors have the opportunity to make donations which further offset the cost of this program.

Name of Donor:	Amount(s) / comments regarding gift
Nancy Tavis	\$16.00 – Donation in appreciation for Springwell Taxi Rides
Springwell	\$1,116.60 – Springwell Title III Grant Funds for April Senior Taxi Rides
Janet Armstrong	\$10.00 – Donation in appreciation for Springwell Taxi Rides
Marina Timasheff	\$20.00 – Donation in appreciation for Springwell Taxi Rides
Polly Lyng	\$8.00 – Donation in appreciation for Springwell Taxi Rides
Jean Webster	\$15.00 – Donation in appreciation for Springwell Taxi Rides
Mary Kinnevy	\$8.00 – Donation in appreciation for Springwell Taxi Rides
Anonymous	\$10.00 – Donation in appreciation for Springwell Taxi Rides

Total Donations to COASPTR Account = \$1,203.60

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

June 13, 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 Bank in the amount of \$2,000**. This check has been deposited and a thank you has been sent.

This donation is for the SUMMERTIME 2018 Concert series and Special Events.

Thank you in advance for your assistance.

Matthew G. Chin
Director of Recreation

- Year End Transfers

Included in your packet are two year-end transfers needed in order to alleviate a deficit situation. The first is for the compensated absences budget and the second is for the fire department. State law requires a vote of both the Board of Selectmen and the Advisory Committee to approve the requests, and the Advisory Committee is set to meet on Monday at 6:30 PM to take these up.

As you may recall, we did address the compensated absences budget at the ATM due to a number of fire department retirements that we had not planned for. Since that time, and again unexpected, was the disability retirement of a firefighter and several other retirements that were not expected. The full amount for the transfer is \$22,000 and it is proposed to be taken from Risk Management expense.

Secondly, as we've reported for a while, the Fire Department lacked sufficient funding in their salary account this year to manage staffing of 13 persons per shift through the year as well as overtime to cover time off, Boston Marathon coverage, and employees out on job related injuries or injuries on their own time. As you will see from the transfer request we have cited a number of sources to address this including fire department expense, Special Police personal services (crossing guard salaries), and Fire Details. This is after we've made an internal transfer of \$17,041 from Boston Marathon. The total amount needed to cover the deficit this year is \$127,041 of which this transfer is \$110,000. We anticipate FY19 to be in much better shape due to the 3.54% increase in their salary accounts and further retirements that will reduce the amount of time off that necessitates overtime.

MOVE that the Board approve the following FY18 year-end transfers:

- To transfer \$22,000 from risk management expense to compensated absences
- To transfer \$110,000 from a combination of fire expense, Special Police Personal Services and Fire Detail to Fire Personal Services

Request for Inter-Departmental Transfer

To: Board of Selectmen

Date:

From: Fire Department

On June 25, 2018 the Board of Selectmen voted to transfer the following sum in the manner indicated below:

Amount: \$22,000

To be transferred to: Compensated Absences Expense 01950100-519020

To be transferred from: Risk Management Expense 01945200-578020

An unusual number of long term Firefighters with accumulated time retired. Additional funds were transferred at Town Meeting, but then another Firefighter retired on disability. Her payout was almost \$20,000.

Chairman, Board of Selectmen

Request is therefore made that the Advisory Committee concur with the above transfer in accordance with Chapter 44, Section 33B, of the Massachusetts General Laws, as amended (further amended by Municipal Modernization 11-7-16*.

- **The amendment eliminates some caps and restrictions**

Action of Advisory Committee

Date of Meeting _____

Number Present and Voting _____

Approved: _____

Disapproved: _____

INSTRUCTIONS:

Advisory Committee: Return original copy to Town Accountant

Chairman, Advisory Committee

Request should be made and transfer voted before any expenditure in excess of appropriation is incurred.

Request for Inter-Departmental Transfer

To: Board of Selectmen

Date:

From: Fire Department

On June 25, 2018 the Board of Selectmen voted to transfer the following sum in the manner indicated below:

Amount: \$110,000

To be transferred to: Fire Department – Personal Services 01122100-511230 \$110,000

To be transferred from: Special Police - Personal Services	01299100-511240	\$30,000
Fire Expense	01220200-517040/548010	\$30,000
Fire Details	28022025-425000	\$50,000

The Fire Department has not fully budgeted for its staffing needs in recent years. The 2019 budget has been increased, but 2018 had not.

Chairman, Board of Selectmen

Request is therefore made that the Advisory Committee concur with the above transfer in accordance with Chapter 44, Section 33B, of the Massachusetts General Laws, as amended (further amended by Municipal Modernization 11-7-16*.

- **The amendment eliminates some caps and restrictions**

Action of Advisory Committee

Date of Meeting _____

Number Present and Voting _____

Approved: _____

Disapproved: _____

INSTRUCTIONS:

Advisory Committee: Return original copy to Town Accountant

Chairman, Advisory Committee

9. **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:

- ❖ Letter to COA Board
- ❖ Commendation for Officer Michael Gerard
- ❖ GFAO Press Release
- ❖ Dept. of Environmental Protection Municipal Letter
- ❖ May Parking Meter Report
- ❖ May Animal Control Report



J. Raymond Miyares Thomas J. Harrington Christopher H. Heep Donna M. Brewer Jennie M. Merrill
Rebekah Lacey | Ivria Glass Fried Eric Reustle Blake M. Mensing Katherine E. Stock

June 22, 2018

Wellesley Council on Aging
Tolles Parsons Center
500 Washington Street
Wellesley, MA 02482

Re: Council on Aging Term Expirations

Dear Council Members,

You have asked if you may continue to serve on the Council after your term expires. The answer is yes, you will continue to be a member in good standing of the Council until you resign, or until you or your successor is appointed by the Selectmen and sworn in by the Town Clerk.

Specifically, Article 33.2 of the General Bylaws allows the Board of Selectmen to appoint members to the Council on Aging for a three-year term, commencing on July 1. As a general rule, and unless otherwise provided, a Council member will continue to hold public office until the appointment and qualification of his successor. *See Mass. Opp. Atty. Gen (1924); Quinn v. Rent Control Bd. Of Peabody, 45 Mass.App.Ct. 357 (1998)*. Therefore, all Council members whose terms have expired, but whose successors have not been appointed and qualified, will continue to serve until such a time as they or their successor is appointed and qualified, or until that member resigns.

If you have any additional questions or concerns regarding the contents of this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Thomas J. Harrington', written over a light blue horizontal line.

Thomas J. Harrington



TOWN OF WELLESLEY

WELLESLEY, MA 02482
Telephone 781-235-1312

POLICE DEPARTMENT

JACK PILECKI
Chief of Police

TO: OFFICER MICHAEL GERARD
FROM: CHIEF JACK PILECKI
SUBJECT: LETTER OF COMMENDATION
DATE: JUNE 15, 2018

I recently received a very nice letter from a Wellesley resident following an interaction that you had with her. In fact, this encounter was the result of a traffic stop. Getting stopped by a police officer is often a stress inducing experience. The brief encounter an officer has with the operator of a motor vehicle during a traffic stop, is often the only time a person may interact with a Wellesley Police Officer in their lifetime. An officers' attitude and demeanor often shapes how this person perceives the Wellesley Police Department moving forward.

On 05/12/2018 you stopped Lorraine Wilkins on Washington St. near Maugus Ave. at 7:17AM. Lorraine detailed how you clearly explained the reason for the motor vehicle stop, while being professional and friendly at the same time. Lorraine stated that you are "a wonderful reflection for the WPD". She made a point to drop off a hand written letter to me, because in her words "I don't think compliments generally come your way as often as they should".

As Chief of the Wellesley Police Department, I want to thank you for the professional and caring manner in which you conducted yourself at this motor vehicle stop. Your skills and service on this encounter exemplify the level of service that the department provides on a daily basis.

AUTHORIZED:

JACK PILECKI
CHIEF OF POLICE

cc: Board of Selectmen

6/12/18
8:50

Chief Pillock,

I had an encounter
this morning with Officer Howard
and I just wanted to let you
know what a wonderful reflection
he is for the WPD. He was
very professional, appropriately
friendly and very clear in explaining
things.

I didn't think that compliments
generally come your way as often
as they should, so I wanted
to take the time and pass this
one along.

Herranie (Fairy) Wilkins

36 Amherst Road



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

05/30/2018

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Town of Wellesley** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 Fax 312.977.4806

May 30, 2018

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

Dear Ms. Strother:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2017 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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

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

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

Sincerely,

Michele Mark Levine
Director, Technical Services Center



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

June 6, 2018

Dear Municipal Leader:

I am writing to you regarding the state of recycling markets and the impact on municipalities and businesses across the Commonwealth. It is important to keep the lines of communication open and active as we face the challenges presented by recent changes in the recycling markets. China's restrictions on the import of mixed paper and mixed plastics, known as the National Sword Policy, and the regional market disruptions in glass recycling have had significant impacts on municipal recycling programs.

First, we'd like to acknowledge the critically important partnership among local government, the private hauling and processing industry, non-profits, regional groups, and state government in maintaining a recycling infrastructure that helps divert thousands of tons per day from disposal in landfills and incinerators. This infrastructure supports significant economic activity within the state, regionally and abroad while conserving natural resources and preserving our environment.

Reducing contamination in the recycling stream is an immediate priority to improve the current situation. Massachusetts' Material Recovery Facilities (MRFs) report elevated contamination levels in recyclables. MRFs are working hard to modify operations to meet new contamination standards, identify alternative markets overseas and domestically that they can send materials, and evaluating/installing new sorting technologies.

Massachusetts began over 30 years ago to build a vibrant recycling system, and MassDEP will continue to work to bolster our strong partnerships as we work together through these changed circumstances to ensure the continued success of recycling in Massachusetts. To that end, I wanted to highlight a number of actions MassDEP is taking to address the current situation in an effort to ease the burden for municipalities.

To tackle contamination, MassDEP has created the [Recycling IQ Kit](#) to help municipalities implement a boots-on-the-ground initiative to educate residents about proper recycling practices. Over a dozen municipalities are implementing the program and getting strong results. MassDEP provides technical assistance and grants to hire staff and produce outreach materials. Applications are accepted on a rolling basis.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

MassDEP encourages municipalities to participate in the [Recycling Dividends Program](#) (RDP) which provides funding for recycling that can be used to offset some increases in recycling costs. The deadline for this application is June 13, 2018. Last year we awarded \$2.3 million to 238 municipalities.

MassDEP is providing grants and low interest loans to businesses, including MRFs, to offset technology upgrades to produce cleaner recycling streams and to develop new markets for glass. We have set aside \$2 million for [Recycling Business Development Grants](#) this year. The current application closes June 22, 2018. Another \$3 million is available through the [Recycling Loan Fund](#).

For communities affected by the recent shut-down of the glass container plant in Milford, MassDEP is offering up to \$150,000 in [Sustainable Materials Recovery Program](#) grants for capital equipment for municipalities to establish glass processing operations to create a local market for glass as a construction aggregate. Processed glass aggregate (PGA) is approved for use as a substitute for sand and crushed aggregate under MassDOT highway specifications. Municipal DPWs can directly assist by utilizing PGA in construction projects. Private businesses can receive up to \$400,000 for establishing glass processing operations through the [Recycling Business Development Grant](#) program. MassDEP has met with several businesses that produce foamed glass aggregate and other aggregate substitutes and are considering business operations in the Commonwealth.

Next month, we will launch a statewide outreach effort on the importance of “recycling right.” To simplify the message to the public, MassDEP facilitated an agreement among MRF operators on a universal “recycling list” to allow consistent messaging across the Commonwealth about what is and isn’t recyclable.

We will continue to be in touch and welcome your ongoing communication on any issue related to recycling. Please don’t hesitate to contact your [Municipal Assistance Coordinator](#) or Greg Cooper, Director of MassDEP’s Business Compliance Unit at 617-292-5988 or at Greg.cooper@state.ma.us if you would like to discuss your particular situation in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Suuberg". The signature is fluid and cursive, with a large initial "M" and "S".

Martin Suuberg
Commissioner

cc: Lt. Cleary
B. Robinson

Wellesley Animal Control Monthly Report May 2018

5/18 I attended the Animal Control Officer Association meeting in Boylston, MA

5/19 The Board of Health dog show canceled due to weather concerns. This freed me up to be at Police station open house all day. I gave the kids a hand out maze to rescue "Barney". They then filled out an adoption form promising to take care of their new pet. Finally they picked a beanie baby to take home. It was a hit and I ran out of dog and cat beanies and had to resort to farm animal beanies and finally dug into my exotic pet beanies so each child could take a new friend home.

End of month calls increased about fox kits under decks, turtles crossing roads, opossums with babies in yards. Spring has definitely arrived. There was also an increase in sightings of sick raccoons. Some of them had injuries or unknown illness, other had symptoms suggesting rabies. One raccoon was unavailable for testing as the police disposed of it while I was off duty. I am certain by the behaviors described that it was rabid. The dog which interacted with the raccoon received a booster vaccine and was placed in quarantine.

Breakdown of enforcement

- 86 Warnings (49 unvaccinated, 18 unlicensed)
- 12 Citations (8 unvaccinated, 3 unlicensed)
- 0 Follow up letters unpaid fines
- 0 Request for Court hearings

After no response to follow up letters on unpaid fines I send the information to court to request hearings.

I make changes to keep the animal control web page updated so residents can be aware of current issues with pets and wildlife. Listing found pets on the web site and in local media and newspaper helps get animals reunited with owners quickly. Volunteers continue to help with the unclaimed pets by photographing and short video's then posting them to the internet so they get adopted quickly.

On my own time

5/9 I attended animal lobby day at the state house. I was one of the people interviewed for the attached news piece from the event.

I took time off for a long weekend and on drove out to Pittsfield on 5/24 to meet up with the current animal control officer certification class for dinner and on 5/25 attended the training on livestock in Williamstown. I had learned about the scoring of horses for their condition, but we actually had a hands on class and were able to practice scoring a number of horses. We also handled Highland cattle, goats, ducks, and chickens.

I continue working with Linkup Education Network and their safepeoplesafepets program.

Wellesley Animal Control Monthly Report

Number of calls received daily: MAY 2018

1. <u> </u>	7. <u>23</u>	13. <u> </u>	19. <u>4</u>	25. <u> </u>
2. <u> </u>	8. <u>22</u>	14. <u> </u>	20. <u> </u>	26. <u> </u>
3. <u>23</u>	9. <u> </u>	15. <u>39</u>	21. <u>18</u>	27. <u> </u>
4. <u>10</u>	10. <u>8</u>	16. <u> </u>	22. <u>14</u>	28. <u> </u>
5. <u> </u>	11. <u> </u>	17. <u>21</u>	23. <u>7</u>	29. <u>23</u>
6. <u> </u>	12. <u> </u>	18. <u>16</u>	24. <u> </u>	30. <u>9</u>
				31. <u>7</u>

Average calls per day: 16-17

Total Calls this year: 845

Type of Calls

- 10 Lost/Found Dogs
- 9 Lost/Found Cats
- 18 Cat nuisance
- 14 Cat rabies vaccination
- 17 Dog rabies vaccination
- 11 Licensing
- 66 Wildlife
- 13 Dead animal
- 1 Adoptions
- 52 Other

Anonymous 49

Violation calls

- 28 Loose/uncontrolled
- 3 Bite
- 1 Bark
- Other

Total Violation calls this year: 173

MAY 2018

Month of:

47 Total incidents investigated

Off Duty calls
Police Responded 23

15 Loose/Uncontrolled
2 Bite
1 Bark
21 Wild
1 Cat
7 Other

7 Loose/Uncontrolled
 Bite
1 Bark
5 Wild
 Cat
10 Other

Report filed/Assistance given 8
Gone on arrival/Quiet 15

86 Total actions taken

74 Warning
7 Loose
18 Unlicensed
79 Unvaccinated

1 \$50.00 Loose
3 \$25.00 Unlicensed
8 \$50.00 unvaccinated

23 Total Animals Picked Up

Dog	Cat	Domestic	Wild
_____	_____	_____	_____
_____	_____	_____	<u>5</u>
_____	_____	_____	<u>6</u>
<u>1</u>	_____	_____	_____
_____	<u>1</u>	_____	<u>10</u>

<u>1</u>	_____	_____	<u>6</u>
_____	_____	_____	_____
_____	_____	_____	<u>1</u>
_____	_____	_____	<u>3</u>
_____	<u>1</u>	_____	<u>11</u>
_____	_____	_____	_____

On Hand Begining

Hospital

Truck

Station

Dead on arrival

Returned to owner/wildlife released

Adopted

Transferred to humane Shelter

Euthanized

Deceased-unclaimed

On hand end

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Morning Meeting with Hillary Chabot, Tom Shattuck

LISTEN LIVE

Bill would tie defenders of helpless people, pets

Jessica Heslam Thursday, May 10, 2018



Credit: Patrick Whittemore

HERALD COLUMNISTS



MICHAEL GRAHAM
President Trump winning by embracing 'peace through strength'



JESSICA HESLAM
Bill would tie defenders of helpless people, pets



LINDSAY KALTER
Boston-area doctors seek more women in orthopedics



STEVE BUCKLEY
Buckley: Alex Cora's Red Sox honeymoon ends in the Bronx

State Rep. Carole A. Fiola speaks to attendees during a hearing in reference to bill S. 2347, an act to protect animal welfare and safety in cities and towns, on Wednesday, May 9, 2018 at The Massachusetts Statehouse. Staff Photo by Patrick Whittemore



COMMENTS

Animal cruelty has made for some shocking headlines of late, but there's some really unspeakable abuse that has flown under the radar that has prompted serious action on Beacon Hill.

"It's very important," said longtime Wellesley animal control officer Sue Webb. "Sometimes it's been difficult to have the right tools for enforcement. We find that people will be abusive to the animal and then they progress to being abusive to people."

Webb would know. She herself was a victim of domestic abuse. Her abuser, who ultimately killed their 6-year-old son before taking his own life nearly 30 years ago, also threatened their pets as part of his reign of domestic terror, she said.

"He'd threaten to take them for a ride and leave them somewhere," Webb recalled. "Or dump them somewhere so I wouldn't know where they were."

The bill, called PAWS II, would make animal control officers mandatory reporters of abuse against children, elders and people with disabilities. It would also require employees with the state's Department of Children and Families, the Department of Elder Affairs and the Disabled Persons Protection Commission, to report animal abuse.

The proposed legislation follows the 2014 Protect Animal Welfare and Safety Act (PAWS), which became law after the horrific "Puppy Doe" case, in which a pit bull named Kiya was tortured so severely she had to be euthanized. Kiya's abuser was sentenced to 8 to 10 years behind bars last year.

As if animal abuse wasn't enough, there have been some disturbing bestiality cases in the Bay State that have prompted sickened lawmakers to act. The PAWS bill also calls for toughening laws surrounding sex with animals, including trafficking animals for sex.

Amanda Kennedy, director of Boston's animal care and control, said they've done two rape kits on dogs this year in the city.

"Any kind of animal abuse, including sexual animal abuse, is oftentimes a precursor they're moving on to people," Kennedy said.

TRENDING NOW

Howie Carr: Maura Healey cozies up to some bad hombres

John Kerry expected to turn up heat

Massachusetts city, town employee wages grew 40 percent in 10 years

Pompeo returning with 3 Americans detained in North Korea

[Tweets by @bostonherald](#)

This Week's Circulars



[Hover for Circular](#)

[Hover for Circular](#)



[Hover for Circular](#)

[Hover for Circular](#)

Sen. Bruce Tarr, a Republican from Gloucester and a driving force behind the bill, called the sexual abuse of animals "unforgiveable."

"We're talking about a defenseless, living thing that is put into a situation of jeopardy and exposed to pain and cruelty and that needs to be addressed seriously," said Tarr.

The senator told the crowd of animal advocates they only have until the end of July to get the bill passed. The bill seeks a litany of tougher laws, including one requiring landlords to report tenants who abandon animals.

Webb has always loved animals. She's had hamsters, guinea pigs, dogs, cats and rabbits.

"They give us unconditional love," Webb said. "I see more talk about animals being an emotional support. I knew that instinctively when I was little."

Webb also works with Safe People Safe Pets, which finds temporary shelters for pets belonging to domestic violence victims. When children in abusive homes cry and kiss their pets goodbye, she assures them they'll be reunited.

"I've told them the animal is going to be in a safe place and you are (too)," Webb said. "And when you find a new place that's safe to live you'll get your pet back."

More On: [Sue Webb](#) [Safe People Safe Pets](#) [Amanda Kennedy](#) [Puppy Doe](#)

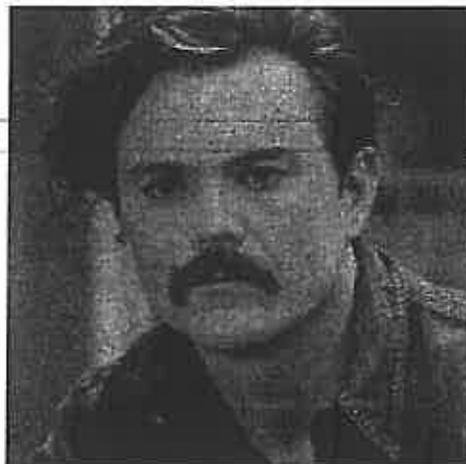
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423220, 423225,
423226, 423227,
423235, 423240,
423245, 423250,
423265, 423266,
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423285, 423290, 423295

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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	\$68,547.60
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		\$617,731.21
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		\$39,876.15

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

\$12,553.75

\$162,711.17