

TOWN OF WELLESLEY



MASSACHUSETTS

**BOARD OF SELECTMEN**

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

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JACK MORGAN  
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[WWW.WELLESLEYMA.GOV](http://WWW.WELLESLEYMA.GOV)

BLYTHE C. ROBINSON

EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

**SELECTMEN'S MEETING**

*TENTATIVE AGENDA*

Wellesley Town Hall, Juliani Room

**4:30 P.M. Tuesday, April 25, 2017**

1. 4:30 Call to Order
2. 4:35 Citizens Speak
3. 4:40 Discuss Draft Memorandum of Understanding between Selectmen and the Permanent Building Committee
4. 4:55 Review proposal for installation of a Pedestrian Crossing Signal in front of St. Paul's church
5. 5:10 Discuss sharing funding for the Wayfinding Project with the Planning Board
6. 5:25 Discuss Removal or Relocation of the Bus Shelter adjacent to the Police Station – Washington Street
7. 5:40 Discuss Proposal to install a Monument on the Town Hall Grounds in honor of Dr. Joseph Murray
8. 5:55 Review & Approve amended Local Initiative Program Regulatory Agreement for 978 Worcester Street
9. 6:10 Annual Town Meeting Preparation and discussion of articles
10. 6:55 New Business

Next Meeting Dates: Monday, May 1, 2017, Annual Town Meeting  
Tuesday, May 2, 2017, Annual Town Meeting



## #3 – Discuss Draft MOU – Selectmen & PBC



**TUESDAY, APRIL 25TH**

1. Call to Order
2. Citizen Speak
3. Discuss Draft Memorandum of Understanding between Selectmen and the Permanent Building Committee

With the change in the FY18 budget to transfer the funding for the PBC staff to the FMD, a decision was made to form a working group to facilitate that transition and outline the working relationship going forward. A product of that group is the attached Memorandum of Understanding (MOU). This document has been reviewed several times by the group, and is now presented to the board for its consideration and discussion. Based upon your feedback at this meeting, our next step will be to have a joint meeting between PBC and the Board to finalize this. A copy of the organization chart for the FMD showing the new work group is also enclosed in your packet.

We have also developed job descriptions and for the three positions in the new group within FMD, as well as a revised description for the existing PBC employee who will be relocating to FMD. Those have gone to the PBC for their review and after that will be rated by the HR department.

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**MEMORANDUM OF UNDERSTANDING**

The purpose of this document is to clarify and consolidate in writing the roles and responsibilities of the Permanent Building Committee (PBC) and the Facilities Maintenance Department (FMD) with regard to staff support for the PBC beginning July 1, 2017.

This Memorandum of Understanding (hereinafter "MOU") dated \_\_\_\_\_, 2017 between the Board of Selectmen and the Permanent Building Committee hereby provides as follows:

WHEREAS, the Town of Wellesley has a Permanent Building Committee established in 1959 for the purpose of erecting, altering, rehabilitating, remodeling, acquiring, demolishing and removing Town buildings with the exception of the Municipal Light Plant and Housing Authority buildings; and

WHEREAS, the Permanent Building Committee is responsible under Article 14 of the Town's General Bylaws to develop financial estimates for all projects, oversee the design of every project, oversight of the construction for those projects which receive a town appropriation, and to work to achieve the project goals of the proposed board; and

WHEREAS, The Permanent Building Committee has historically performed all aspects of managing the Town's major capital projects with staff assigned to it directly; and

WHEREAS, the FY18 town budget re-allocates funding for staff support from the Permanent Building Committee to the Facilities Maintenance Department and both the PBC and the FMD have formed a working group to delineate this new working relationship; and

WHEREAS, the Board of Selectmen and PBC are committed to providing the highest-quality staff support and management of all capital projects regarding the Town's major

physical assets and managing the business aspects of these assets in the best manner possible.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

### ***Permanent Building Committee:***

The PBC will continue to be responsible for the following matters:

1. Review and confirm the scope and budget for all projects within their purview under the Town's General Bylaw Article 14
  - a. Review feasibility studies and recommend budgets to various town boards
  - b. Assign a liaison to projects
  - c. Review and approve/execute all contracts
  - d. Review consultant reports
2. Request project funding for all projects
  - a. Approve project budgets
  - b. Evaluate procurement models and approach
  - c. Determine whether the OPM role will be handled in-house or contracted out
  - d. Approve scope and budget for project commissioning and peer review services
  - e. Make presentations to Advisory Committee & Town Meeting
3. Oversee the hiring of the Owner's Project Manager
4. Oversight of the design review process
  - a. Review project design at each stage of development
  - b. Approve design at each stage of development
5. Oversight of the construction process through project completion
  - a. Retain Clerk of the Works for Projects as appropriate
  - b. Review project status during construction
  - c. Approve project at completion
6. Form working groups as necessary to participate in different aspects of projects, (i.e. FF&E)
7. Approve payment for all requisitions and invoices associated with projects
8. Communicate with the FMD Director any unmet expectations in overall service delivery and work with the Director to resolve

### ***Facilities Maintenance Department:***

The FMD will take on responsibility for the following matters:

1. Provide all staff support to PBC needed to carry out the PBC's obligations under Article 14 of the General Bylaws, including:
  - a. Design & Construction Manager
  - b. Project Manager

- c. Projects Administrator, or other administrative support staff  
Although these staff are primarily assigned to support PBC projects, they will perform other tasks in the FMD provided those do not conflict with PBC responsibilities.
2. Manage the day-to-day work of the designer, Owner's Project Manager (OPM) and construction contractor. Typical project tasks include but are not limited to:
  - a. Develop and disseminate any RFPs required by the PBC
  - b. Develop and disseminate any Bids for projects, accept bids, analyze results
  - c. Staff review & recommendation to PBC on various stages of design and project implications of such
  - d. Negotiate all contracts for services or construction of projects
  - e. Maintain all project records and documents
  - f. Coordinate with relevant Town departments and permitting agencies for each project
  - g. Manage design and construction through the completion of each project, resolving day-to-day questions and concerns directly with designers, OPM and construction contractors. Refer all significant questions or issues to the PBC and recommend resolution on each. Significant items include but is not limited to:
    - i. Program changes
    - ii. Changes in aesthetics, layout or design
    - iii. Changes to project budget or schedule
  - h. Review change order proposals and make recommendations for approval to the PBC. The PBC may delegate signature authority to FMD up to an agreed upon dollar limit for the purpose of addressing minor changes that would otherwise delay the progress of a project.
  - i. Review requisitions for payment and recommend approval to the PBC
3. Prepare agendas for the PBC's meetings and provide staff support at all meetings
  - a. Develop agenda, coordinate with PBC Chair, post in accordance with open meeting law
  - b. Provide an executive staff summary for the PBC on all current projects and relevant supporting materials including construction budget status updates
  - c. Take minutes of all meetings and post when approved
4. Develop and recommend project budgets for each project
5. Manage all other administrative tasks of the PBC including but not limited to:
  - a. Maintain and track budgets for all projects
  - b. Pay all invoices approved by the PBC
  - c. Draft presentations that PBC will make to various boards & committees
6. Act as the Town's Owner's Project Manager on projects approved by the PBC, and based on staff availability and other project requirements.
7. Develop and maintain a database of standard contracts and procedures for use by the PBC on all projects.

- 8. Develop a policies and procedures manual to guide the future work of the PBC and FMD.
- 9. Communicate with the PBC through the Chairman any unforeseen issues or conditions that would affect the work of the Committee and work with the Committee to resolve.

Jointly, the Facilities Director or his designee, Chairman of the PBC and the BOS liaison or their designee shall meet on a quarterly basis (more often if the parties deem necessary) to review the responsibilities and to resolve any issues that may have arisen in the previous quarter. Both parties will communicate any immediate issues or concerns that are identified so that they can be addressed as soon as is reasonably possible. Should any changes be warranted in this agreement they shall bring them to the attention of the Executive Director for resolution and possible change to this MOU.

Executed this \_\_\_ day of \_\_\_\_\_, 2017.

Board of Selectmen:

Permanent Building Committee:

\_\_\_\_\_  
Marjorie R. Freiman, Chair

\_\_\_\_\_  
Matthew L. King, Chairman

\_\_\_\_\_  
Ellen F. Gibbs

\_\_\_\_\_  
Thomas E. Goemaat

\_\_\_\_\_  
Jack Morgan

\_\_\_\_\_  
David L. Grissino

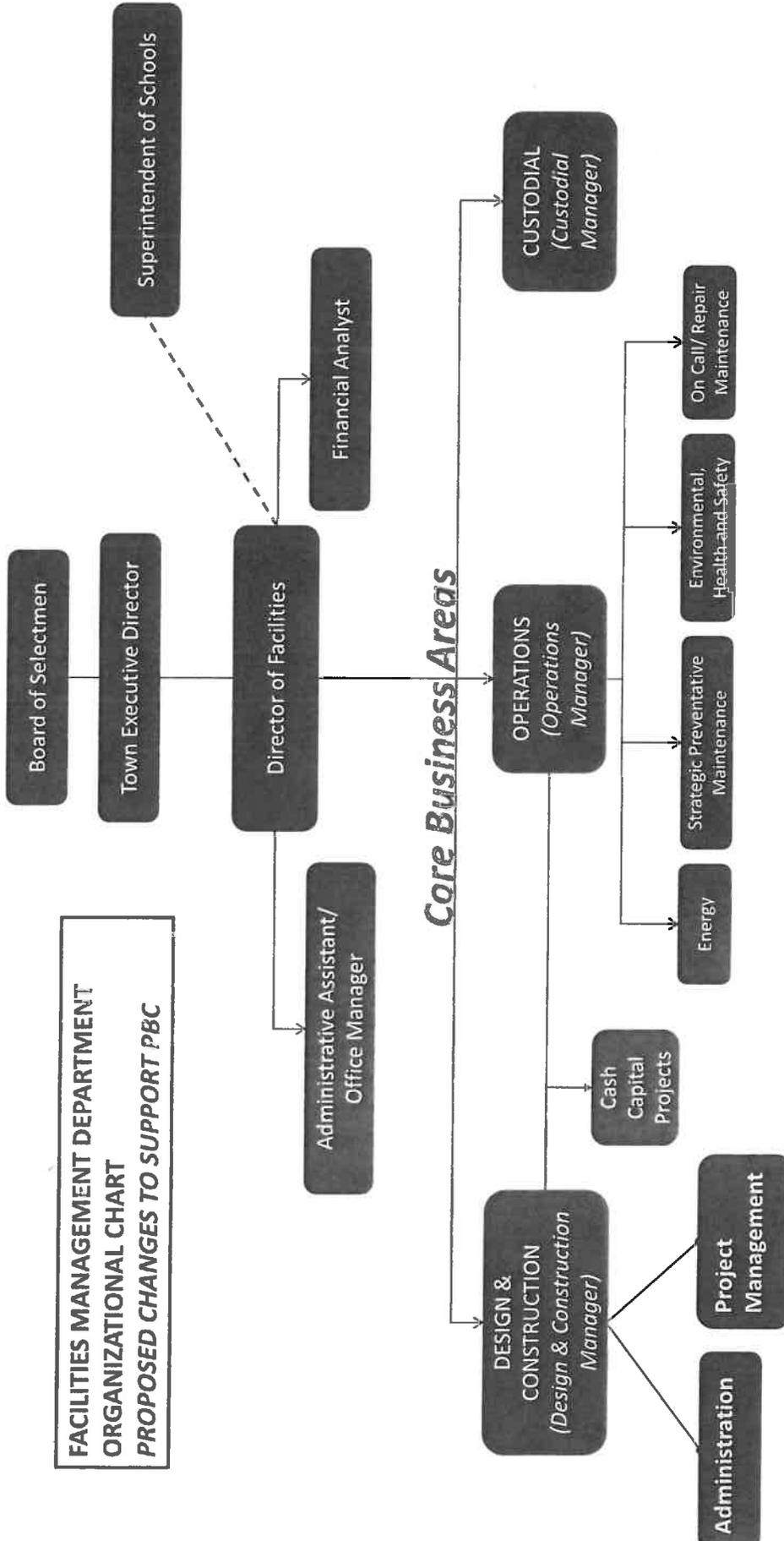
\_\_\_\_\_  
Beth Sullivan Woods

\_\_\_\_\_  
Suzanne G. Littlefield

\_\_\_\_\_  
Thomas H. Ulfelder

\_\_\_\_\_  
Laurence D. Shind

**FACILITIES MANAGEMENT DEPARTMENT  
ORGANIZATIONAL CHART  
PROPOSED CHANGES TO SUPPORT PBC**



## #4 – Review Pedestrian Signal – St. Paul’s Church



4. Review proposal for installation of a Pedestrian Crossing Signal in front of St. Paul's Church

As part of the Project of Significant Impact decision, the Tolles Parsons Center project is required to upgrade the pedestrian signal in front of St. Paul's Church. The new Town standard are the "Pilecki Lights" that have been installed along Washington Street in Lower Falls and at Washington/Abbott Road. The DPW and VHB are both in agreement that is what should be installed along with any needed modifications to the crosswalk or ramps to meet ADA compliance. Included in your packet is an email from Dick Thuma outlining the matter, along with pictures of the current situation and the proposed pedestrian signal light. Also enclosed is an email from Dave Hickey who concurs with this recommendation. Thus staff's recommendation is that the Board approve the pedestrian lights as proposed by our project manager and Town Engineer.

**MOVE** to approve the recommendation to install a pedestrian signal in front of St. Paul's Church in order to comply with the PSI decision for the Tolles Parsons Center project. Such lights will conform to the standard of lights previously installed on Washington Street in Lower Falls.

**Robinson, Blythe**

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**From:** Thuma, Richard <RThuma@bhplus.com>  
**Sent:** Thursday, March 23, 2017 5:33 PM  
**To:** Jop, Meghan  
**Cc:** John Catlin; \_Thomas E Goemaat; Grant, Michael; Abe Hafiani (ahafiani@castagnaconstruction.com); Hickey, David; \_Matt King; Mullaney, Kathy; Pakstis, Mike; Robinson, Blythe; Jared Rollins; Thomas Ulfelder; Zehner, Michael  
**Subject:** Signal upgrade at pedestrian crosswalk near 500 Washington Street

Meghan:

Thank you for taking time, earlier this week, to discuss with me the upgrade to the pedestrian signal in front of St. Paul Church, as required by a condition of the Tolles Parsons Center PSI approval.

On August 24, 2015, the Wellesley Planning Board voted to approve the Tolles Parsons Center application for Project of Significant Impact, with certain conditions. Condition 6 relates to the Washington Street pedestrian signal immediately west of the site as follows:

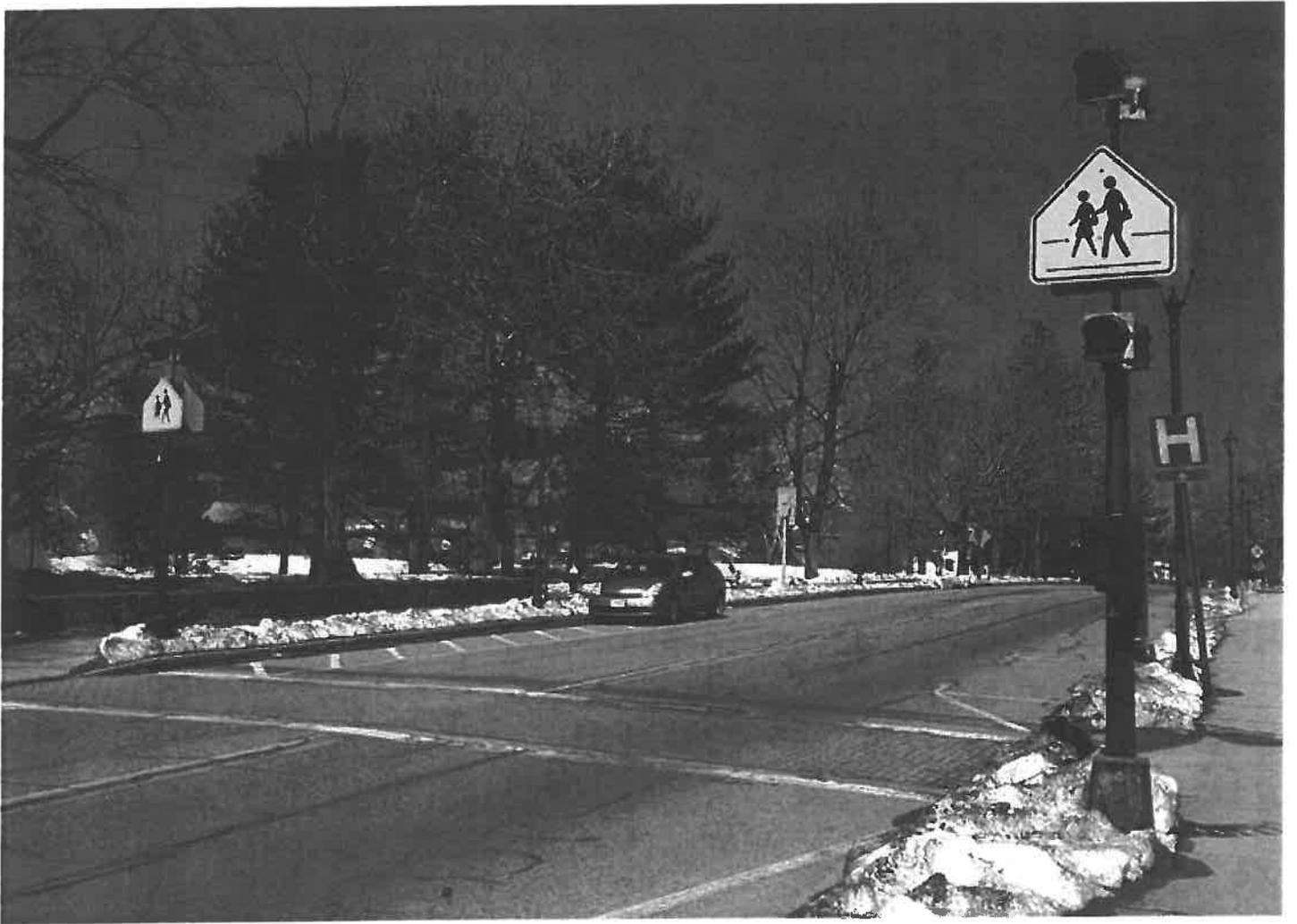
6. **The owner/developer shall be required to make the following improvements or modifications within the public right-of-way of Washington Street. Prior to installation or modification, the Board of Selectmen (or their staff designee) shall approve the specifications for these features. Prior to the issuance of a Certificate of Occupancy, the Board of Selectmen (or their staff designee) shall confirm that such improvements have been installed as approved.**
  - a. **Replacement of the existing sidewalk along the property's frontage;**
  - b. **Removal of four (4) on-street parking spaces; and**
  - c. **Upgrade the signalized crosswalk on Washington Street in proximity to the site to a type similar to the signalized crosswalk on Weston Road at the intersection with Turner Road and Avon Road.**

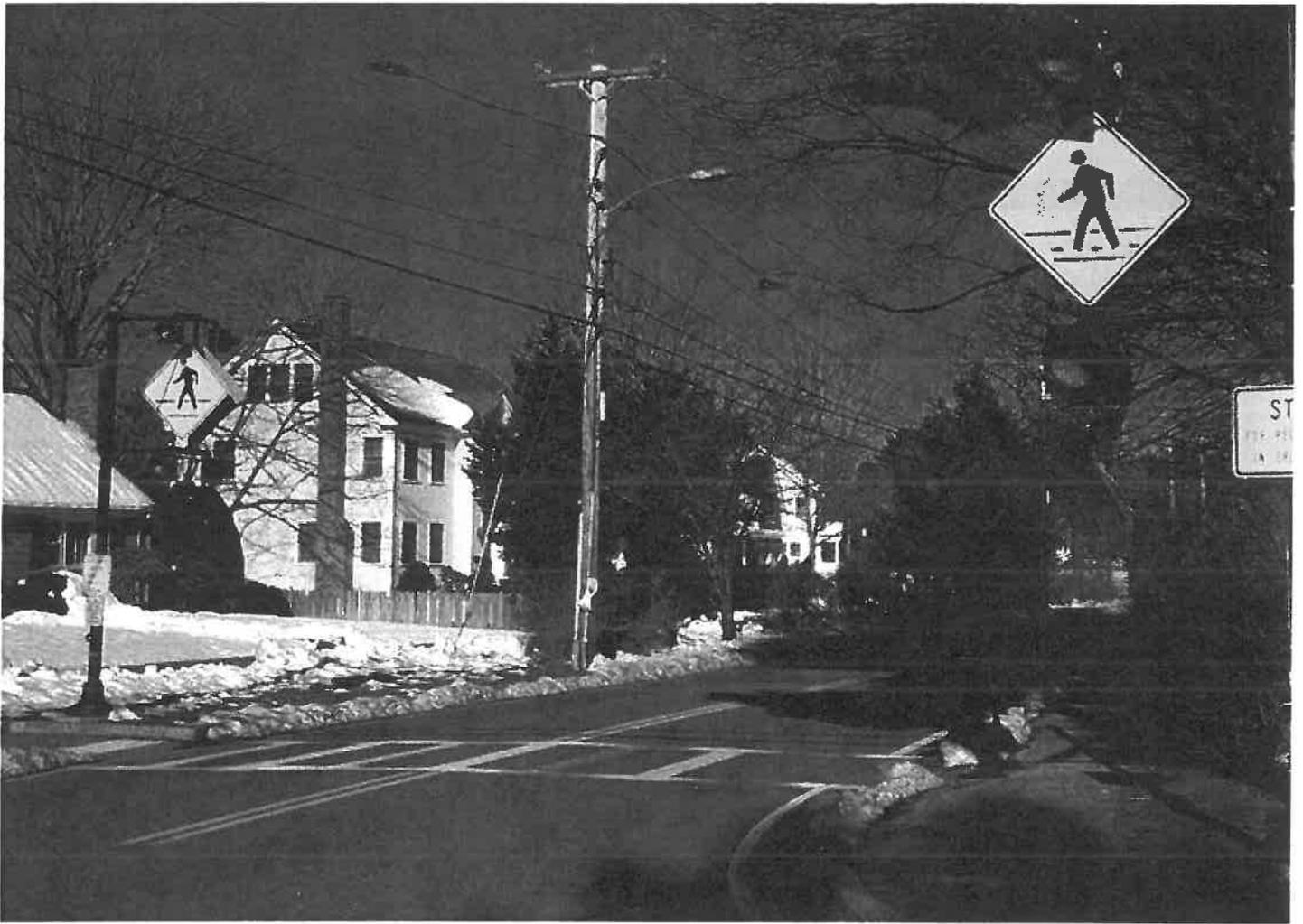
SEP 13 2017  
 10:00 AM  
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As required by condition 6 a., the sidewalk has been replaced along the property's frontage (except for the entrances, which will be completed after heavy construction truck traffic onto the site is no longer a concern) in accordance with the Town's sidewalk improvements on Washington Street east of the site. Light-pole bases will be infilled with brick, like those in the sidewalk to the east of the site. The entry and exit drives will be completed as discussed on-site with the DPW.

As required by condition 6 b., the parking spaces on Washington Street will be restriped to eliminate four (4) spaces on the south side of Washington Street on either side of, and between, the newly constructed entrance and exit drives to Tolles Parsons Center.

Condition 6 c. requires an upgrade of the pedestrian signal in front of St. Paul Church to a type like the signal on Weston Road at the intersection of Turner Road and Avon Road. Side-by-side photographs of the St. Paul crosswalk signal and the Weston Road crosswalk signal are below:



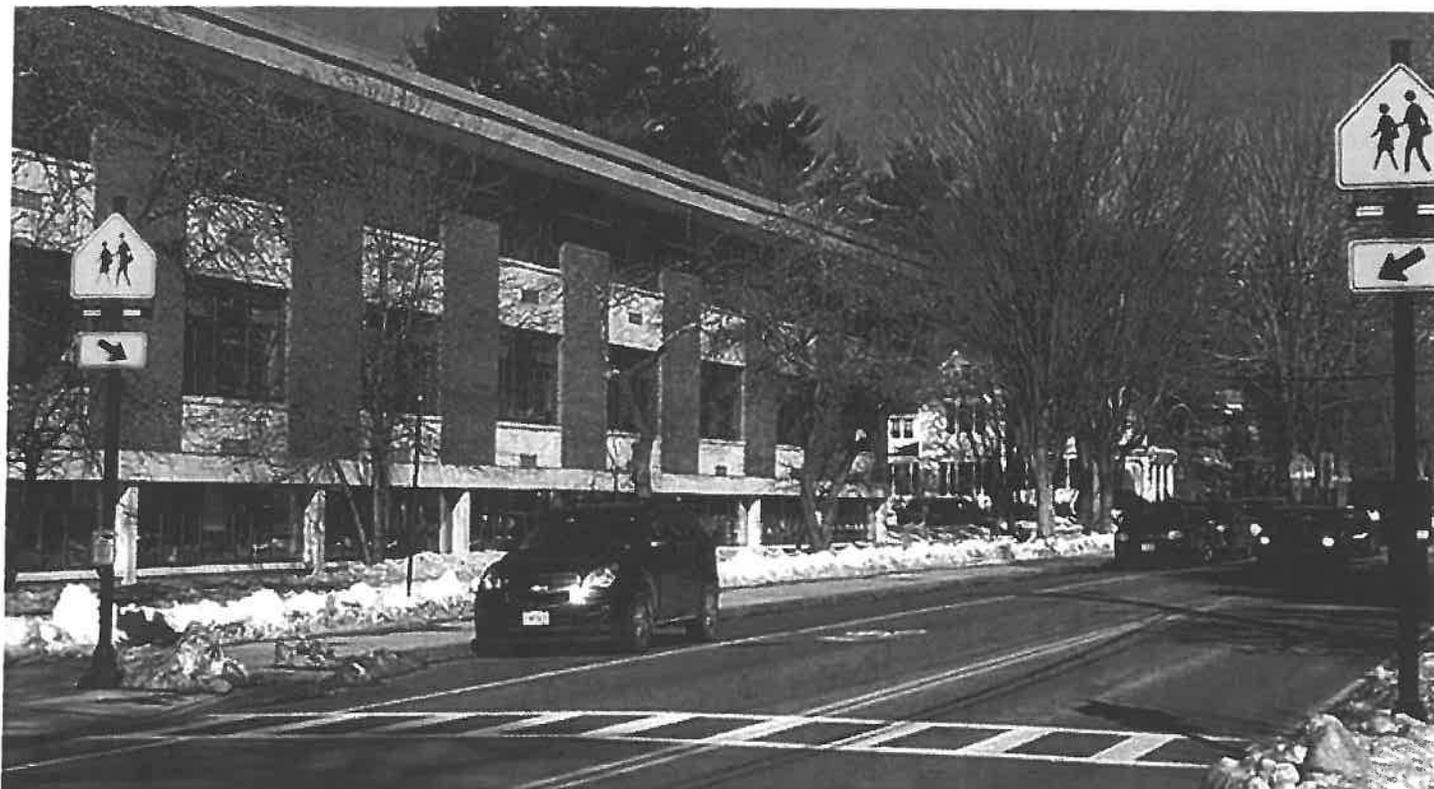


St. Paul Crosswalk

signal

Weston Road Crosswalk signal

The two signals appear to be very similar, and it is unclear how the St. Paul crosswalk signal would be modified to be like the Weston Road crosswalk signal. The DPW has suggested that a signal upgrade like the pedestrian crosswalk on Kingsbury Street at Weston Middle School would be an appropriate upgrade. A photograph of the Kingsbury Street crosswalk signal is below:



Kingsbury Street Crosswalk signal

Pursuant to Condition 6 of the Planning Board Decision, please ask the Board of Selectmen (or its staff designee) to provide a specification for how the St. Paul Crosswalk signal should be upgraded to conform with the PSI Condition 6 c. The Project would like to complete the signal upgrade in a timely manner so that the Board of Selectmen (or its staff designee) can confirm that the replacement of the sidewalk along the property's frontage, the removal of four (4) parking spaces and the upgrade to the signalized crosswalk have been installed as approved in order that a Certificate of Occupancy can be issued when all other requirements of such Certificate of Occupancy are otherwise met.

A target date to complete the upgrade of the pedestrian signal is June 15, 2017. I would be happy to compile whatever information you, or the Board of Selectmen might deem appropriate and present such information to the Board, should you or the Board so desire.

Your support in this matter would be greatly appreciated. Please contact me at your convenience if you should have any questions in this regard.

Thanks,

Dick

**Richard Thuma**  
Project Director  
781 223 7450 direct  
[rthuma@bhplus.com](mailto:rthuma@bhplus.com)

**bh+a**  
BARGMANN HENDRIE + ARCHETYPE, INC.  
PROJECT MANAGEMENT SERVICES  
9 Channel Street, Suite 300, Boston, MA 02210  
617 350 0450  
[www.bhplus.com](http://www.bhplus.com)

**Robinson, Blythe**

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**From:** Hickey, David  
**Sent:** Wednesday, April 19, 2017 1:34 PM  
**To:** Jop, Meghan  
**Cc:** mregan@vhb.com; Pakstis, Mike; Pilecki, Jack; jcatlin@c-parchitects.com; \_Thomas E Goemaat; Grant, Michael; \_Matt King; Mullaney, Kathy; Robinson, Blythe; Thomas Ulfelder; Zehner, Michael; Thuma, Richard  
**Subject:** RE: Signal upgrade at pedestrian crosswalk near 500 Washington Street

Meghan,

Yes, we feel the rectangular rapid flash beacon (RRFB aka "Pilecki Light") similar to Kingsbury and Abbott Street is the best option. I think you are aware this is the direction we have been going for the last few years as there is some evidence that compliance is improved, certainly inclement weather visibility is better, and they use less energy. On a related note, I want to bring you up to speed on some conversations I have had with Dick Thuma. You probably recall that the pavement / trench plan was for the CoA project to trench their new connections prior to that the next phase of the Rte 16 repaving, which was thought to be resurfacing fairly close behind, all hopefully complete this summer. However, with final Rte 16 pavement now being part of a larger study, Dick and I have been looking for ways to complete that project and not leave a series of trenches on Washington Street for a year or two. An option preferred, at least by me, would be to remove this brick crosswalk associated with your inquiry, upgrade the ADA panels and grind and repave, from where we left off at Morton Street, to the eastern most crosswalk at the Wellesley / Washington Street intersection. I have not worked out the details of how much, or how to pay for it, but I would be very interested in the selectman's thoughts, as well as all the other interested parties copied here. Please give me a call when you return.

*David J Hickey, Jr. PE*

*Town Engineer*

*Town of Wellesley*

*20 Municipal Way*

*Wellesley, MA 02481*

*781 235 7600 x3310*

**From:** Jop, Meghan  
**Sent:** Friday, April 14, 2017 12:39 PM  
**To:** Hickey, David <dhipkey@wellesleyma.gov>; mregan@vhb.com; Pakstis, Mike <mpakstis@wellesleyma.gov>; Pilecki, Jack <jpilecki@wellesleyma.gov>  
**Subject:** FW: Signal upgrade at pedestrian crosswalk near 500 Washington Street

See email below. The Selectmen will likely take this up at their meeting before ATM on 4/24.

What type of pedestrian light do we want to see. Do we want to have the Pilecki Light to be consistent along Washington Street? Similar to Abbott and Lower Falls.

Please advice.

Meghan

**From:** Thuma, Richard [<mailto:RThuma@bhplus.com>]  
**Sent:** Thursday, March 23, 2017 5:33 PM  
**To:** Jop, Meghan <[mjop@wellesleyma.gov](mailto:mjop@wellesleyma.gov)>

## #5 – Discuss Funding for Wayfinding Project



5. Discuss sharing funding for the Wayfinding Project with the Planning Board

Earlier this year the Board heard a presentation by Heather Lamplough regarding the Wayfinding project to design signage that would assist residents and visitors to navigating the Wellesley Square retail/commercial area. The next step in the process is to develop the design specifications for the signs. Included in your packet is a memo from Michael Zehner outlining a proposal for \$5,500 to accomplish this work, along with the final report for the project. The Planning Board has asked if the Board of Selectmen would be willing to share the costs of this next phase with them. Staff recommends that if you are willing to do so, an appropriate source of funds would be the traffic and parking fund, and that half of the needed dollars could be provided.

Furthermore, the Town submitted a State grant request for \$28,550 which is the estimated cost to fabricate and install the signs. This request is pending at the State as they determine the FY18 state budget.

**MOVE** to appropriate the sum of \$2,750 from the Traffic and Parking fund for the purpose of providing half of the funding for the development of design specifications for the Wayfinding project.



## MEMORANDUM

### Town of Wellesley - Planning Department

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To: Planning Board  
From: Michael D. Zehner, Planning Director  
Date: April 14, 2017  
Subject: Scope and Estimate for Development of Wayfinding Sign Specifications

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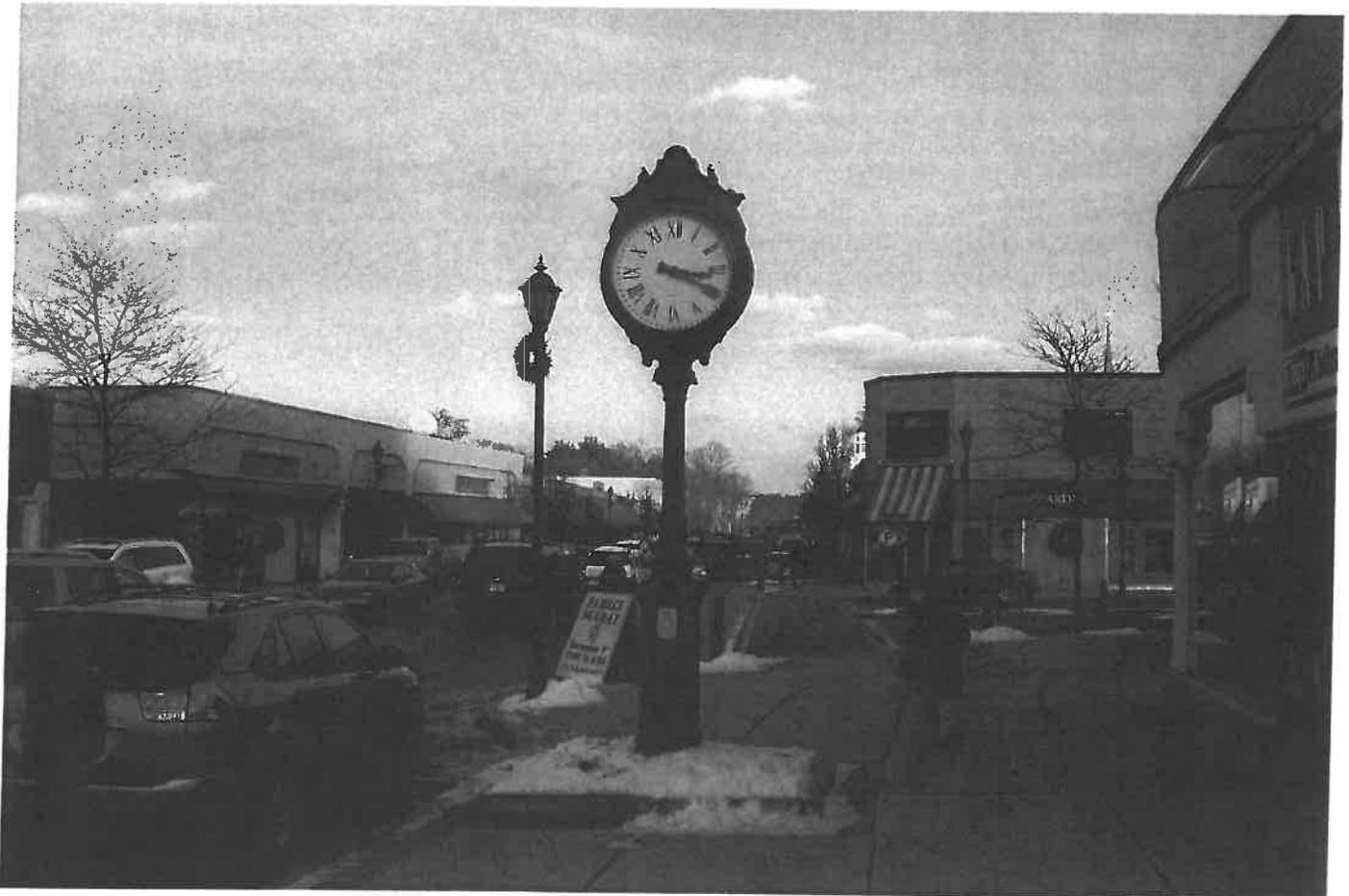
Please find attached a Final Report for the Branding and Wayfinding Project issued by Favermann Design (for purposes of DHCD's *Massachusetts Downtown Initiative* program) providing an overview of the project, as previously presented to the Board by Heather Lamplough, Senior Planner. As discussed with the Board, the next steps in this project would be the development of design specifications for signs (Phase 2), which would precede the fabrication and installation of the signs (Phase 3).

Ms. Lamplough requested that Mark Favermann, of Favermann Design, submit a proposal with a scope of work and estimate for Phase 2, which would include 1) development of specifications and bidding documents for signs and 2) development of designs for a kiosk(s) as part of the project. Mr. Favermann has submitted the attached proposal, dated March 13, 2016 (2017). The total cost of Phase 2 would be \$5,500, and given the 6 to 7-month schedule, would utilize both FY17 and FY18 *Other Professional Services* funds. Staff has requested that the Selectmen share these costs, a request that they will be considering at their meeting on April 24.

With regard to Phase 3 involving the fabrication and installation of signs, this Phase is anticipated to cost \$28,550 for 26 signs, not to include one or more kiosks. While Staff is hopefully that private contributions will also be made from businesses and property owners in Wellesley Square, a grant application for \$10,000 has been made to the Fund for Wellesley, and a separate request has been submitted by Blythe Robinson, Executive Director, under the State's FY18 Budget.



**FAVERMANN DESIGN**  
11 ABBOTSFIELD ST., BOSTON, MA 02215  
617 247 1440 FAX 617 247 1945



## ***Branding and Wayfinding Project, Town of Wellesley, MA***

A Report Prepared by Favermann Design



***Massachusetts Downtown Initiative***

### Introduction

The Town of Wellesley made an application to the DHCD's Downtown Initiative Program to bring needed and better focused identification as well as directional access to Wellesley Square, the most prominent of the town's commercial districts. Many of the town's government buildings and facilities are located in and around Wellesley Square as well. Along with staff from the planning department, Wellesley Square Branding and Wayfinding Project Committee ("Project Committee") was appointed to serve to oversee the design and planning process for branding and wayfinding. Including one Selectman and members of the Planning Board and Historical Commission. Several town department representatives (DPW, Police, etc.) also participated in meetings.

Early on, it was decided that the design would be expanded also to include the two other prominent commercial districts—Lower Falls and Wellesley Hills. Therefore, the design process took into project consideration how to distinguish these commercial areas individually while being consistent with the Wellesley Square design. Additionally, it was recommended that resulting aspects of this branding and wayfinding project be applied where appropriate throughout the entire Town of Wellesley. The design process went through a series of steps and reviews culminating in a unanimous approval by the Wellesley Board of Selectman.

### Background

With its well-kept houses and lawns and a population of over 28,000, the Town of Wellesley is a suburban, primarily residential community located just west of Boston. Wellesley has one of the highest median household and family incomes in the Commonwealth. Spread along both Route 9 and Routes 16 and 135, its retail shopping ranges from very good to excellent, functional to elegant. Known as the home of the prestigious and historic Wellesley College, it also includes the campuses of Babson College, a business and well-known executive education college and Massachusetts Bay Community College, a two-year public college.

Located in eastern Massachusetts, it is bordered on the east by the City of Newton, on the north by the Town of Weston, on the south by the towns of Needham and Dover. On the west, it borders the Town of Natick. Wellesley has a total area of 10.49 square miles, of which, 10.18 square miles is land and only 0.32 square miles is water.



*Clock in Wellesley Square*



*Babson College*



*Mass Bay Community College*



*Wellesley College*

The Town was settled in the 1630s as a section of Dedham, MA. Later, it was part of adjacent Needham, MA and was called West Needham until 1881 when it became Wellesley. The Town was named after the estate of local benefactor Horatio Hollis Hunnewell. The Town grew rather modestly until the 1920s when it grew by 80 percent. Since its founding, the town government has been run by town meeting.

Wellesley is known for possessing the second greatest concentration of residents with advanced degrees in the country. The public education services of the town are very well regarded and its high school has been ranked 70th best public high school in the nation by U.S. News & Worlds Report. The Town also includes a number of private schools.

In terms of transportation, Wellesley has had rail service to Boston since 1833. Currently, service is provided through the MBTA. It offers 17 weekday Commuter Rail trains both inbound and outbound. There are three Wellesley's commuter stations. These include Wellesley Farms, Wellesley Hills and Wellesley Square. The MWRTA bus service runs along Walnut Street, Cedar Street, and Route 9.

Wellesley is home to the headquarters of many local, national and global businesses. These include Sun Life Financial/US, Biogen Idec and several others. Wellesley Office Park acts as a partial gateway to the town as one enters along Route 9 from Newton as does the crossroads of Route 9 and Route MA128/US95.

## The Process

The design and planning process went through a series of tasks. These include the following:

### *Task 1: Site Review, Historical Context and Analysis (April-May 2016)*

In order for the consultant Favermann Design to become familiar with the Wellesley Square Project area and the anticipated goals of the project, a site walking tour of Wellesley Square was led by Planning Director Michael Zehner and Senior Planner Heather Lamplough of the Wellesley Square in May 2016. This tour was followed by a photographic survey, review of site maps and analysis by Favermann Design. This analysis was eventually turned into an interactive workshop presentation for the Project Committee in June 2016.



*Committee Members Participating in Design Process*

### *Task 2: Develop Brand (June – October 2016)*

A. After a preliminary meeting in June 2016 between Favermann Design and the Wellesley Square Branding and Wayfinding Project Committee to finalize scope and develop strategy and goals, a background presentation was presented at a follow-up meeting by Favermann Design. Future meetings were to be scheduled monthly until completion of the project.

B. An interactive Ideation Exercise was participated in by the committee members to ascertain descriptive elements, symbols and colors to be used in the design. In collaboration with the Project Committee, a design of a brand theme, logo, and slogan or tagline, including color, font, placement, etc. were reviewed and discussed. This was followed up by a review of revised design options.

C. Early on in the process, it was decided that a tagline or slogan was not necessary. However, it was agreed that a band at the bottom of the gateway signs should include a "band" to differentiate the three commercial districts.

D. A separate meeting was held that included an interactive process that allowed the committee to suggest locations of various sign elements. A map was used for placement of elements. These elements were

considered as phased implementation segments. Eventual funding, both public and private, would be premised on this phased implementation strategy.

E. A meeting on January 11, 2017 was scheduled to have the Wellesley Design Review Committee approve the designs. Approval was unanimous.

F. A February 6, 2017 meeting was scheduled with the Wellesley Board of Selectmen to review and approve recommendations from the Project Committee and Design Review Board.

G. The Branding and Wayfinding program was approved unanimously on February 13, 2017 by the Board of Selectman.

### **Wellesley Square Branding & Wayfinding Project Committee Members**

Over the months involved during the design and planning process, the high level of participation by the various committee members was notable. Each meeting was highly attended and thoughtfully participated in. This was a wonderful example of public-private cooperation and collaboration.

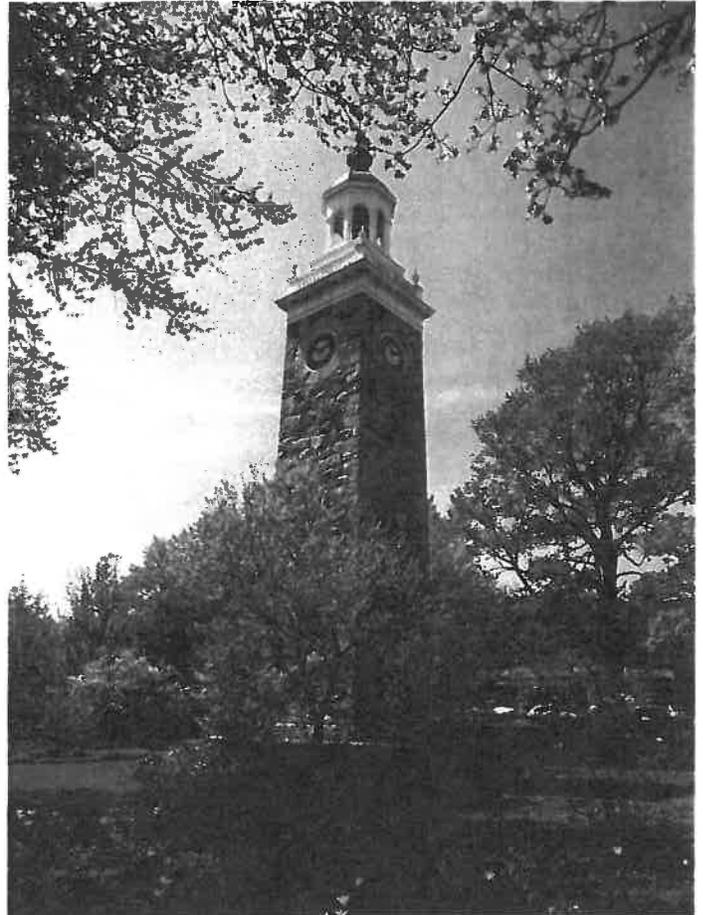
#### ***The members included the following:***

Robert Skolnick, Design Review Board  
 Deb Carpenter, Planning Board  
 Jeanne Conroy, Planning Board  
 Barbara Searle, Board of Selectman  
 Grant Brown, Historical Commission  
 Miquel Lessing, NRC Trails Committee  
 Demian Wendrow, Wellesley Square Merchants Assoc.  
 Brad Perry, Property Owner in Wellesley square  
 Meghan Jop, Board of Selectman's Office  
 Dave Cohen, Department of Public Works  
 Sgt Brian Spencer, Police Department  
 Michael Zehner, Planning Director  
 Heather Lamplough, Senior Planner  
 Victor Panak, Planner

### **The Design**

Whatever the design would eventually be, from the outset of the process, it was clear to the committee members that the design had to reflect the upscale quality of life of the community. The design needed to be elegant and functional expressing a sense of the character of Town of Wellesley. Early in the process, the Planning Department and the committee wanted the brand to be able to work throughout the Town of Wellesley, not just for Wellesley Square commercial district.

An initial phase of the process was the Wellesley-specific ideation exercise.



*Isaac Sprague Memorial Tower (1928)*



*Waban Arches, Wellesley*

The exercise generated the following words, phrases and descriptions:

## Symbols

**Town Hall**

**Sprague Clock Tower**

**Flowers (roses & daffodils)**

**Station Oak**

**Tree Canopy**

**Rod Iron Fences**

**Store-lined Streets**

**Ducks**

**Church Steeples**

**Lollipop Clock**

**Lake Waban/Fuller Brook**



*Wellesley Town Hall*

From these exercises, Favermann Design was able to initially develop images that reflected the concept of Town of Wellesley's character. Various strategic and symbolic images were explored: one of which would hopefully become the visual solution to a brand. Among the symbols and elements tested were a streetscape view of Wellesley Square, the Town Hall and the Sprague Clock Tower—all prominent symbols that represented a layered or multi-part image encompassing Wellesley's history and/or community pride of place. Also, sprigs of flowers including roses and daffodils were looked at as they all had a narrative connected to the Town of Wellesley. Roses are historically symbolic of the Hunnewell Gardens on the namesake of the Town, Wellesley Estate; daffodils are presented to runners at the Boston Marathon each year. At the same time, there was an exploration of colors, colors that were suggested in the ideation process with the committee. A collage effect was also developed putting graphic representations of roses in the background or sky of the image.

Members of the committee reacted to these images and colors in thoughtful ways by asking for some to be eliminated and others to be further refined. Almost immediately, the concept of Wellesley Square was rejected because it was felt that it limited clear brand applications. The committee rejected use of Wellesley High School colors red, black and white. It was also recommended that a better (stronger) image of Wellesley Town Hall be tested.

As a decorative element, a metal band was shown at the bottom of each larger "gateway" sign. Initially these showed roses or daffodil horizontal configurations. At the September 2016 Review Meeting, it was recommended by the committee to use this band as a way to indicate and thus differentiate the three major commercial districts in the town. Thus, Lower Falls, Wellesley Hills and Wellesley Square would all be stated at welcoming signs to each. A flower motif would also "frame" the names.

A recommendation was made at the September meeting that the Town Hall be used as the major symbolic element. Also, at that time, the consultant was asked to refine the colors to two options: blue and green. A darker green color was eventually agreed upon.

Along with welcome or gateway sign elements, directional signs were included as well as parking and parking directional units. Parking signs will include a "P" in a blue circle. Added to these sign elements were smaller signs for trail markers. Additionally, banner suggestions and Artwings—a metal sculptural piece to be affixed to light poles, are included in the sign element system. On top of directional sign elements would be decorative hardware as well. These could include symbolic forms of Town Hall, Sprague Clock Tower, roses and the letter "w."

After developing the sign element program, the committee spent one entire session applying the various element to specific locations within Wellesley Square. This task was applied to a current aerial map provided by the Town's Planning Department. During that exercise, various phases of the wayfinding element implementation were discussed. Each of the the types of sign units and phases was then indicated by color marker dots. This map was further refined by the Planning Department and digitized using the Town's GIS mapping system.

Further recommendation included study and review of potential "site specific" signs for prominent buildings and structures. These may include Town Hall, libraries, Sprague Clock Tower, etc. In addition, historical markers should be considered part of the overall wayfinding system as well. These sign elements would include narratives about the particular site and their context.



## Designer Nearly Done with Wellesley Signage Concepts

Updated Sep 28, 2016 at 2:21 PM

Wellesley is closing in on a finalized brand identity that the project's designer hopes will integrate seamlessly into the town's streets.

According to Mark Favermann, the designer contracted to the town via a grant from the state Department of Housing and Community Development, the signs he's working on with a group of town appointees will give a sense of place to visitors and residents alike.

"We're trying to develop a community brand that can be applied to signage and wayfinding elements," said Favermann, who has done similar projects for other communities as well as design work for large-scale organizations and events like the Red Sox and the 1996 Olympics.

The signs, which are nearing completion and a presentation to the Board of Selectmen, will feature a stylized picture of Town Hall and will point people in the direction of town landmarks and key locations.

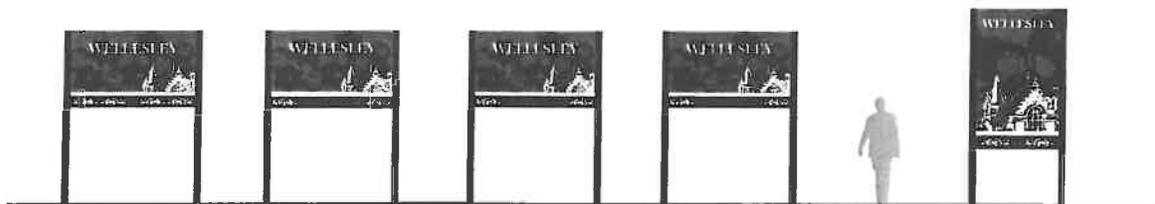
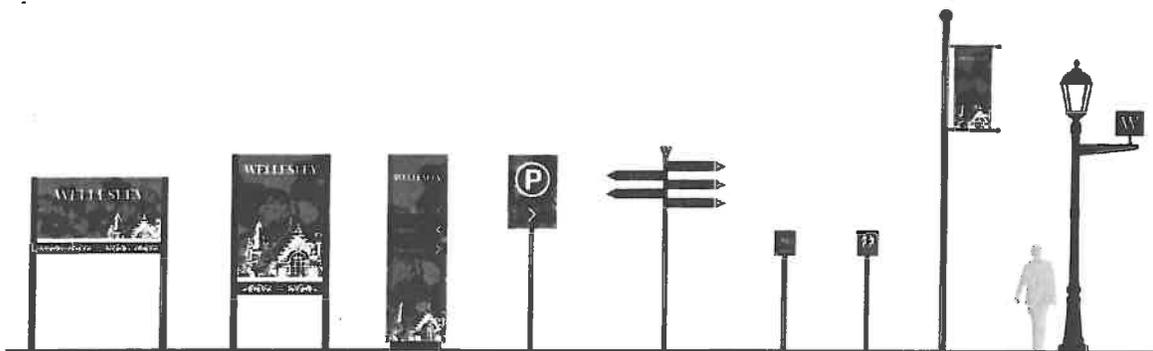
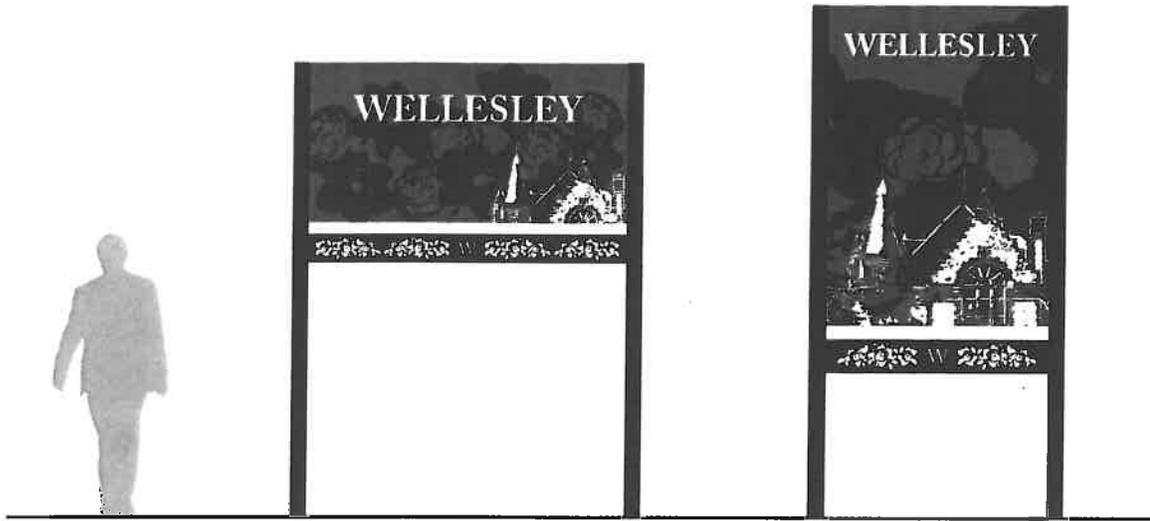
"Right now the Town Hall is the image that they've chosen," Favermann said, referring to the Wellesley Square Wayfinding and Branding Project Committee. "So we're trying to work through that to make sure that it's noticeable and it reinforces that sense of character we're trying to achieve."

Identifying and representing the town's character, he said, is the critical element to the project. "It's clearly an affluent, elegant community that holds a lot of things precious like family and education and safety," he said. "It has some prestige, it has some tradition and legacy to it."

## Next Steps

As there was unanimous support for the brand design and the wayfinding program by the Wellesley Board of Selectman, the town's Planning Department has followed up the DHCD Downtown Initiative project by exploring public and private grant opportunities. These are to obtain funding for further refinements, additional elements (kiosks, etc.) and preparation of specifications and vendor-ready bid materials for fabrication and installation of Phase One wayfinding elements. Implementation funding will be requested at future Town Meetings and consideration will also be given to utilizing Planning Department operating funds along with potential private funding participation (community foundations, banks, corporate gifts, etc.).

# Family of Elements





**FAVERMANN DESIGN**  
16 ABERDEEN ST., BOSTON, MA 02215  
617 247 1440 FAX 617 247 1945

March 13, 2016

To: Michael Zehner, Community Development Director, Town of Wellesley  
Heather Lamplough, Senior Town planner  
Fr: Mark Favermann, Favermann Design  
Re: *Phase 2 Proposal for Branding, Wayfinding Program Expansion.*

As Phase 2 to the initial Branding and Wayfinding Project, Favermann Design proposes to do the following specific tasks:

A. Specifications and Bidding Documents

1. Create a Specification Package for fabrication/installation of sign elements.
2. Develop appropriate vendor list for fabrication/installation.
3. Assist, if necessary, with bid packages.

B. Kiosks

1. Meet with designated community members and Town staff to review project aspects and gain further insight into the information that the Town seeks to provide in the Kiosks.
2. In conjunction with the Advisory Committee and planning staff, survey for appropriate locations for kiosk placement.
3. Taking into consideration comments offered at the meetings described in 1. and 2. above, develop and present a minimum of three design options to the committee and planning staff for their review and comment. The presentation will include preliminary drawings and, if necessary, scale-form models.
4. After considering comments offered pursuant to 4. above, present at least one and no more than three options for the kiosks at a public meeting scheduled by the Town.
5. The final kiosk design shall include a map and the proposed directories, specifications for fabrication/installation, and a cost analysis. The presentation shall include technical options for cost comparisons and communication opportunities, and a discussion of the maintenance aspects of the proposed kiosk(s).

**Project Cost**

Favermann Design agrees to complete the scope of services as described herein for the fee of \$5500.

**Schedule**

The project is scheduled to begin asap, and to be completed in 6 to 7 months. The tasks described above for the two separate design efforts are expected to be done simultaneously and presented together. The approximate number of meetings with the Town and staff will be agreed to by both parties prior to the start of the design process.

We look forward to working with you.

Thank you.



## #6 – Discuss removal or relocation of Bus Shelter



6. Discuss Removal or Relocation of the Bus Shelter adjacent to the Police Station – Washington Street

Now that the renovation work to the Police Station is complete, it is time to restore the grounds where the materials and equipment were stored during construction. Also this year, staff has planned to repave the police station parking lot, and while doing so intends to pave the area that had been used for staging in order to expand the available parking at the police station. The two parking spots that are on the entrance driveway will be removed, which will enable better ingress/egress access to not only the station but the Housing Authority complex.

Public Works has indicated to us that in order to install the parking lot in this area, the abutting tree and bus shelter that faces Washington Street need to be removed. DPW has inspected the shelter and indicates that it is in poor condition, and it is unlikely to survive a relocation to another area in Town. They cite evidence of rot in the structure, and the roof needs to be re-shingled. The Police Chief believes that shelter is underutilized, and that removal of it will not be an inconvenience to the public. However, prior to taking it down we are bringing the matter to your attention and seeking your direction.

Please note that there is no attachment to the agenda packet for this item.

**MOVE** to approve the removal of the bus shelter on Washington Street adjacent to the Police Station.



#7 – Discuss – Monument at Town Hall – Dr.  
Murray



7. Discuss Proposal to install a Monument on the Town Hall Grounds in honor of Dr. Joseph Murray

Dr. Joseph Murray was the recipient of the 1990 Nobel Prize in Medicine and Physiology for his work in immunotherapy which made possible the world's first successful kidney transplant (performed by Dr. Murray at the Brigham) and subsequently all organ transplantations. He died in 1992 and his wife still resides in the family home on Abbott Road.

Kit Bowry and Linda Kenerson who knew Dr. Murray, have initiated approvals to place a stone memorial in Dr. Murray's honor on the grounds of Town Hall. This would be similar to the stone monument for Dr. Morton, and in keeping with the other commemorative stones found in the park.

Ms. Bowry and Ms. Kenerson have met with the NRC, Historical Commission, and DRB and received approvals. (DRB Approval is below).

The request before the Board of Selectmen would be to accept the gift to the Town. The NRC owns the land, and so with their authorization for installation, the Selectmen would need to simply accept the gift. The DRB is required to issue a recommendation for anything on or in town land, so they have reviewed and approved the design.

**MOVE** to accept the gift of a stone memorial honoring Dr. Joseph Murray to be installed on the grounds of Town Hall.

**Town of Wellesley****DESIGN REVIEW BOARD****Massachusetts**

Johnathan Law, Chair  
 Robert Skolnick, Vice Chair  
 Sheila Dinsmoor  
 Ingrid Caris  
 Helen Robertson

Robert Broder, AIA, *alternate*  
 Amir Kripper, *alternate*



Town Hall  
 525 Washington Street  
 Wellesley, MA. 02482  
 Tel. (781) 431-1019 ext. 2230  
 Fax (781) 237-6495

Contact: Heather Lamplough  
 hlamplough@wellesleyma.gov

**RECOMMENDATION**

April 6, 2017

Marjorie Freiman  
 Board of Selectmen

Michael Grant  
 Inspector of Buildings  
 Town Hall  
 Wellesley, MA 02482

Re: Dr. Murray Monument Sign, Town Hall, 525 Washington Street, DRB 17-19S

Dear Mrs. Freiman and Mr. Grant,

On March 24 2017, Kit Bowry and Linda Kenerson (the "Applicants"), submitted a Sign Permit application for the installation of a monument sign in recognition of Dr. Joseph E. Murray on the grounds of the Wellesley Town Hall. Signs located on property owned by the Town and approved by the Board of Selectmen, are exempt from the Sign Bylaw.

The following documents are considered part of the application and are attached for your records:

- Staff Report, dated 03/27/2017;
- Sign Application submitted 03/24/17;
- Letter from Kit Bowry and Linda Kenerson, dated 3/17/2017;
- Memo from Natural Resources Commission, dated 03/01/2017;
- Guide to Attached Photographs #1, #2, and #3;
- Photographs and Mock-Ups;
- Landscaping Plan for Monument Sign;
- Email from Arvid Von Taube, Wellesley Historical Commission, dated 04/04/2017

*The Design Review Board reviewed the project at their meeting on April 5, 2017. After a brief discussion, Ms. Dinsmoor moved to recommend approval of the sign as presented, with the conditions that the word "performed" is removed, that "1954" is moved on to the same line as "first successful", that the typeface is Times New Roman with serif, and that there is a little more blank space on the top and the bottom of the sign. Ms. Carls seconded. The motion passed (5-0).*

The DRB's recommendation authorizes the Building Department to issue permits based on the plans revised in accordance with the recommendation. Please contact me should you have further questions.

Sincerely,

Heather Lamplough, Senior Planner  
 On Behalf of the Design Review Board

Cc: File Copy; Kit Bowry, Linda Kenerson

## Town of Wellesley Monument Honoring Dr. Joseph E. Murray

December 19, 2016    Natural Resources Commission  
                                  Wellesley Historical Commission  
 March 17, 2017        Design Review Board  
**April 19, 2017        Board of Selectmen**

FROM:                    Kit Bowry, 42 Brook Street, Wellesley  
                                  Linda Kenerson, 85 Grove Street, Wellesley

Dear Board Members,

We are proposing for your consideration that the Town of Wellesley accepts, as a gift\*, a permanent monument (the monument) in recognition of the unique and profound impact the achievements of Dr. Joseph E. Murray have had on humankind. In preparing our proposal, we were struck by the wording on the Town's existing monument honoring the contribution of Dr. W.T.G. Morton who, in 1846, "...gave to the world the use of ether in surgery" and the similarity to what Dr. Murray did over one hundred years later when, in 1954, he made possible the life saving gift of human organ transplantation.

We make this proposal with the full support of the Murray family, including his wife (who remains a Wellesley resident) and his children. The appropriate children who are responsible for Murray's affairs are copied on this letter and have been engaged throughout the development of this proposal.

Dr. Murray was born in Milford, Massachusetts in 1919. He was a graduate of the College of Holy Cross and of Harvard Medical School. In 1951 he moved to Wellesley where he lived until the time of his death in November 2012. His six children were all educated through the Wellesley public school system, and he was thoroughly committed to the Wellesley community.

In 1954 Dr. Murray was the lead surgeon on the team that performed the world's first successful human organ (kidney) transplantation at the Peter Bent Brigham Hospital (PBBH), Boston. As the director of Harvard Medical School's and PBBH's Surgical Research Labs, he studied surgical transplantation techniques, mechanisms of organ rejection and the use of drugs to thwart it. He went on to train many physicians who would be leaders in transplantation around the world. In 1990 Dr. Murray was awarded the Nobel Prize in Physiology or Medicine. That year approximately 20,000 kidney transplants were performed.<sup>1</sup>

On the first floor of the Francis A. Countway Library of Medicine, of the Harvard Medical School, there are two mural size paintings of historically significant events in medicine. One is of Dr. Morton performing *The First Operation Under Ether*. In 1996 the second mural size painting of Dr. Murray performing *The First Successful Kidney*

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<sup>1</sup> The Nobel Prize Annual 1990 ( p 55-65) IMG Publishing

*Transplantation* was added. There is a third large painting, a reproduction of *The Anatomy Lesson of Dr..Nicolaes Tulp* by Rembrandt.

The monument to Dr. Murray that we are proposing will be very similar to Dr. Morton's. The simple rock (approximately 3' x 3' x 3') will hold a bronze plaque measuring approximately 22" x 12" and saying:

DR. JOSEPH E. MURRAY

1954 FIRST SUCCESSFUL  
HUMAN ORGAN TRANSPLANT

1990 NOBEL PRIZE  
PHYSIOLOGY OR MEDICINE

1951 – 2012  
RESIDENT OF WELLESLEY

Because of the striking similarities of the historical importance of the contributions of these two medical giants, we are requesting that the Murray monument be placed in Town Hall Park in the general vicinity of, and with analogous visibility to, the Morton monument. The final location to be acceptable to the Murray family,

We do not believe maintenance of this type of monument requires a dedicated source of funding.

We greatly appreciate your time and consideration

cc:

Virginia "Bobby" Murray (wife)  
Virginia "Ginny" Murray (daughter - Murray estate executor)  
Richard Murray (son - Murray family spokesman)

\*estimated value \$3,600.00

**TOWN OF WELLESLEY - BUILDING DEPARTMENT**  
  
**SIGN PERMIT APPLICATION**  
 PURSUANT TO MA STATE BUILDING CODE - 780 CMR  
 AND TOWN OF WELLESLEY ZONING BYLAWS, SECTION XXIIA

For Office Use Only  
 APP # \_\_\_\_\_  
 Date: \_\_\_\_\_

PLEASE COMPLETE ALL SECTIONS IN FULL

**SECTION 1 - PROPERTY / BUSINESS ADDRESS & OWNERSHIP**

1.1 Property Address (Number and Street) 1.2 Unit / Suite  
 Town Hall - 525 Washington St, Wellesley

1.3 Property Owner of Record  
 Name (Print) Mailing Address  
 Town of Wellesley (NRC)

Telephone \_\_\_\_\_ If new owner, Book / Page and Date title recorded \_\_\_\_\_

1.4 Business Name \_\_\_\_\_

1.5 Business Owner  
 Name (Print) \_\_\_\_\_ Telephone \_\_\_\_\_

**SECTION 2 - CONSTRUCTION SERVICES**

2.1 Sign Contractor  
 Name (Print) License Number (if applicable)  
 NATICK MEMORIAL WORKS

Address Expiration Date  
 161 Pond Street Natick 01760

Telephone City Wellesley Registration Number (CR)  
 508-653-4860

**SECTION 3 - SIGN DETAILS - Please note that a certified plot plan must accompany all applications for free standing signs.**

**SIGN 1** Does this sign replace an existing one? Y  N

1. Type  Wall  Window  Standing  Awning

2. Dimensions  Height (ft/in) \_\_\_\_\_ Width (ft/in) \_\_\_\_\_ Area (sq. ft.) \_\_\_\_\_ Area of Facade \_\_\_\_\_ Letter Height (in) 1" x 5/8"

3. Location Height of highest part of sign / awning above ground elevation: Appx 36"  
 Will this sign project into, on or over a public sidewalk, street or way? Y  N

4. Materials: BRONZE PLAQUE MOUNTED ON NATURAL STONE

5. Colors Background Color BRONZE Lettering Color BRONZE (ARIAL FONT)

6. Illumination Y  N  If Yes:  Internally  Externally How? \_\_\_\_\_

7. Wording SEE ATTACHED

**SIGN 2** Does this sign replace an existing one? Y  N

1. Type  Wall  Window  Standing  Awning

2. Dimensions Height (ft/in) \_\_\_\_\_ Width (ft/in) \_\_\_\_\_ Area (sq. ft.) \_\_\_\_\_ Area of Facade \_\_\_\_\_ Letter Height (in) \_\_\_\_\_

3. Location Height of highest part of sign / awning above ground elevation \_\_\_\_\_  
 Will this sign project into, on or over a public sidewalk, street or way? Y  N

4. Materials: \_\_\_\_\_

5. Colors Background Color \_\_\_\_\_ Lettering Color \_\_\_\_\_

6. Illumination Y  N  If Yes:  Internally  Externally How? \_\_\_\_\_

7. Wording \_\_\_\_\_

**SIGN 3** Does this sign replace an existing one? Y  N

1. Type  Wall  Window  Standing  Awning

2. Dimensions Height (ft/in) \_\_\_\_\_ Width (ft/in) \_\_\_\_\_ Area (sq. ft.) \_\_\_\_\_ Area of Facade \_\_\_\_\_ Letter Height (in) \_\_\_\_\_

3. Location Height of highest part of sign / awning above ground elevation \_\_\_\_\_  
 Will this sign project into, on or over a public sidewalk, street or way? Y  N

4. Materials: \_\_\_\_\_

5. Colors Background Color \_\_\_\_\_ Lettering Color \_\_\_\_\_

6. Illumination Y  N  If Yes:  Internally  Externally How? \_\_\_\_\_

7. Wording \_\_\_\_\_

SIGN BYLAW XXIIA, I.N. - WE WILL BE ASKING  
 BOS TO APPROVE AN EXEMPTION -

*TOWN OF WELLESLEY*



*MASSACHUSETTS*

**NATURAL RESOURCES COMMISSION**

Town Hall, 525 Washington Street, Wellesley, Massachusetts 02482-5992

Lise Olney, Chairman  
Raina McManus, Vice Chairman  
Joan E. Gaughan, Secretary  
Heidi K. Gross  
Stephen Murphy

Brandon Schmitt, Director  
Telephone: 781.431.1019, Ext. 2298  
Facsimile: 781.237.6495  
Website: [www.wellesleyma.gov/NRC](http://www.wellesleyma.gov/NRC)

**MEMORANDUM**

**Date: 3/1/2017**

**Re: Dr. Murray Memorial, Wellesley Town Hall.**

The NRC has reviewed the attached proposal to install a memorial boulder on the Washington St. side of Town Hall, similar in scope and design to the existing boulder which honors Dr. Morton. The project will involve a small expansion of the existing planting bed, a few new plantings, and a plaque mounted on a boulder honoring Dr. Murray's lifetime accomplishments and contributions. The NRC has reviewed the project with the DPW landscape designer and supports the project as proposed and pending final Design Review Board approval, and believes it will be an appropriate addition to the Town Hall grounds.

**Town of Wellesley Monument Honoring Dr. Joseph E. Murray**

Guide to Attached Photos #1, #2 and #3

**Photo #1 - Proposed site for the Murray monument – Town Hall Park**

The site, inside the red dotted line, was selected in consultation with the NRC, and Brandon Schmitt and Cricket Vlass. Under Cricket’s supervision, the bed will be prepared, the Murray stone placed and new plantings added.

**Photo #2 - Proposed bronze plaque**

We have been working with Natick Monument Works. The size of the Murray plaque will be approximately 20” x 10” (the same size as the Morton plaque) but not larger than 22” x 12”. The mock up shown here was done by Natick Monument Works and measures 20” x 10”. The font is ~~Arial~~.... 1” for “DR. JOSEPH E. MURRAY” and 5/8” for the remaining text. *SERIF (per DRB) TIMES NEW ROMAN*

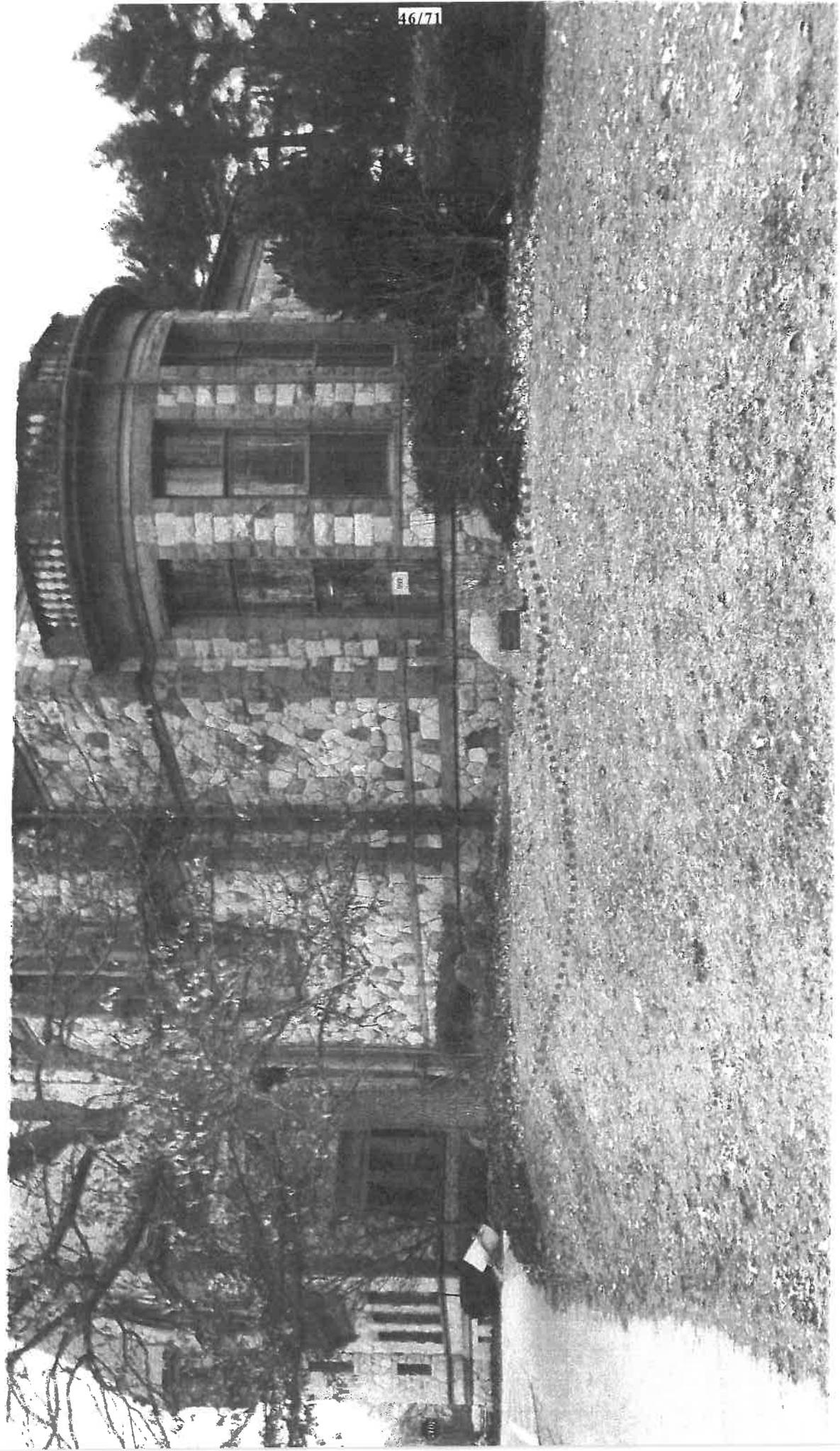
**Photo #3 - Photo of Morton stone photo shopped to show the Murray plaque (20” x 10”).**

Please note that Photo #2 shows the correct wording for the Murray plaque. We will be using a stone that measures approximately 3’ x 3’ x 3’. At the request of Cricket Vlass, we will be responsible for procurement and placement (under Cricket’s supervision) of the stone.

Apr 21, 2017

46/71

#1



DR. JOSEPH E. MURRAY

1954 FIRST SUCCESSFUL  
HUMAN ORGAN TRANSPLANT

1990 NOBEL PRIZE  
PHYSIOLOGY OR MEDICINE

1951 - 2012  
RESIDENT OF WELLESLEY

#2

#3



## #8 – Review/Approve LIP Agreement



8. Review & Approve amended Local Initiative Program Regulatory Agreement for 978 Worcester Street

The attorney from the State Dept. of Housing and Community Development (DHCD) has reviewed the submitted regulatory agreement for the 978 Worcester Street project. They have sent back comments and revisions to the version that the Board approved on March 6, 2017. The applicant has agreed to all of these revisions. Staff has run these modifications by Bob Kenney, and Liz Rust the Wellesley Housing Development Corp. consultant and they are fine with the changes. Thus we recommend that the Board to vote to approve the new document.

A copy of the marked up agreement is attached for your review, and we will have a clean copy for execution by the Chair.

**MOVE** to approve the revised version of the Local Action Unit application for Wellesley Place located at 978 Worcester Street.

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

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of \_\_\_\_\_ Wellesley ("the Municipality"), and \_\_\_\_\_ Wellesley Place, LLC \_\_\_\_\_, a Massachusetts [corporation/limited partnership/limited liability company], having an address at \_\_\_\_\_ 60 North Main St. Suite 7, Natick, Massachusetts 01760 \_\_\_\_\_, and its successors and assigns ("Developer").

WITNESSETH:

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

WHEREAS, the Developer ~~intends to~~has constructed a rental housing development known as Wellesley Place, located at the rear \_\_\_\_\_ at a of an 2.3 -acre site on \_\_\_\_\_ Worcester \_\_\_\_\_ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"); ~~The front portion of the site contains a commercial building. For purposes of this Agreement, the term "Project" shall mean only the residential building containing the Units, as defined below, and this Agreement shall have no application or effect regarding the land or the commercial building.~~

WHEREAS, such Project is to consist of a total number of thirty six (36) rental dwellings (the "Units") and seven (7) of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

**Commented [JC(1)]:** The affordable housing restriction statute GL c. 18A requires the restriction to run on the land. I have deleted the term "land" and modified the definition of Project to clarify that the restriction pertains to the use of the residential building containing the units only.

May 2016

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

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

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

Four (4) of the Low and Moderate Income Units shall be one bedroom units;  
Three(3) of the Low and Moderate Income Units shall be two bedroom units;  
None of the Low and Moderate Income Units shall be three bedroom units;  
and,  
None of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- studio units - 250 square feet
- one bedroom units - 700 square feet
- two bedroom units - 900 square feet
- three bedroom units - 1200 square feet
- four bedroom units - 1400 square feet

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

2. Affordability.

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

relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of the Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Commented [JC(2)]: I have inserted the highlighted text. This is language that is in the current version of the regulatory agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for the Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) ~~For developments with "floating" units add:~~ If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such

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increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement. ~~For developments with "fixed" units add: If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.~~

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

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

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

**Commented [JC(3)]:** The term "substantial breach" will need to remain as it is required under the 40B Guidelines, (section VI-9).

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

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). ~~If 25% or more of the Units are Low and Moderate Income Units add: All of the Units} If less than 25% of the Units are Low and Moderate Income Units add: Only Low and Moderate Income Units} will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.~~

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and

neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

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

5. **Non-discrimination.** Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or

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any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours upon reasonable notice to the Developer to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company \_\_\_\_\_ duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below, for of record at the Norfolk County Registry of Deeds.

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined,

**Commented [JC(4):** please delete this proposed highlighted language. The holder of any mortgages that are of record will need to consent to the regulatory agreement and agree to subordinate its mortgage, as provided for in Paragraph 17.

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would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions. Except for rental of ~~market~~ Units in the normal course of business or Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

Commented [JC(5)]: I suggest a minor modification of the language to conform to the language used in the regulatory agreement.

(a) A request for consent to a Sale shall include:

(i) A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

(ii) The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;

(iii) A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (30) days after receipt of the request that either:

(i) The package requesting consent is incomplete, or

(ii) The proposed transferee (or any entity controlled by or controlling or nder common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

(iii) The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the

Commented [JC(6)]: I have rejected the deletion of this term as it is standard language used in our regulatory agreement.

Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

- (iii) except as otherwise provided herein, the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

**Commented [JC(7)]:** Please delete the proposed language that is highlighted. There are no exceptions to the notice requirement in the circumstances provided in this sentence.

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

**Commented [JC(8)]:** I have deleted "limited" to conform with our definition of beneficial interest in the current version of our regulatory agreements.

(d) Notwithstanding the above, DHCD's and Municipality's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

#### 10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and

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

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

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

Municipality: Town Of Wellesley  
525 Washington Street 3<sup>rd</sup> Floor  
Wellesley, MA 02482

Developer: Wellesley Place, LLC  
Louis P. Mimicucci, JR. Manager  
60 North Main Street, Suite 7  
Natick, MA 01760

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual with respect to the residential building containing the Units only, and shall not apply to the land or the commercial building.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the

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**Commented [JC(9):** I have deleted the term "land" and added the phrase "containing the Units" to conform with the change on the first page definition of Project.

Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

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

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the reasonable satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, provided that if the default is of such nature that it may not be reasonably cured within thirty (30) days, then no Event Default shall occur hereunder if the Developer commences curing within such thirty (30) day period, and thereafter diligently and continuously pursues such cure to completion or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries

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of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a Developer's breach of this Agreement, the Developer shall reimburse DHCD for all reasonable costs and attorney's fees associated with such breach.

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

**Commented [JC(10):** Please delete the highlighted proposed term "reasonable." This is standard language we require on regulatory agreements

**Commented [JC(11):** Please note that the current version of the regulatory agreement has additional language requiring the lender to agree to subordinate its mortgage. The modified language has been added to the Consent and Subordination Agreement below.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

DEVELOPER

Wellesley Place, LLC

By: \_\_\_\_\_  
Its:

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Its:

MUNICIPALITY  
Town of Wellesley

By: \_\_\_\_\_  
Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the Norfolk Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

\_\_\_\_\_  
[NAME OF LENDER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

(If the Development has more than one mortgagee, add additional consent forms.)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Norfolk County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the mortgage it shall comply with the terms and conditions hereof.

LENDER:

\_\_\_\_\_  
Middlesex Savings Bank  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through \_\_\_\_\_  
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satisfactory evidence of identification, which were \_\_\_\_\_, to be  
the person whose name is signed on the preceding document, as \_\_\_\_\_ of  
\_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for  
its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

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**EXHIBIT A**

Re: Wellesley Place LLC  
 (Project name)  
Wellesley, MA  
 (City/Town)  
Wellesley Placc LLC  
 (Developer)

**Property Description**

The land together with the buildings and improvements thereon being shown as Lots 36 through 52, both inclusive, and Lots 53 through 69, both inclusive, and Stuart Road, on a plan of land entitled "Plan of Morse's Pond Grove Wellesley-Natick, Mass. Otherwise known as 978 Worcester Street Rear, Wellesley, Mass.

Northerly by Worcester Road, 240.01 feet

Easterly by Lot 35 and Lot 19 through 31, both inclusive, an aggregate of 431.6 feet

Southerly by Morse's Pond, 240.03 feet

Westerly by Lcts 74 through 86, both inclusive, and Lot 70, 427.1 feet

**EXHIBIT B**

Re: Wellesley Place  
978 Worcester Street (Rear)  
(Project name)  
Wellesley, MA  
(City/Town)  
Wellesley Place LLC  
(Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$ <u>N/A</u>	\$ <u>N/A</u>
One bedroom units	\$ <u>1,430.00</u>	\$ <u>31.00</u>
Two bedroom units	\$ <u>1,600.00</u>	\$ <u>43.00</u>
Three bedroom units	\$ <u>N/A</u>	\$ <u>N/A</u>
Four bedroom units	\$ <u>N/A</u>	\$ <u>N/A</u>

## #9 – Annual Town Meeting Preparation



**9. Annual Town Meeting Preparation and discussion of articles**

**10. New Business**

