

TOWN OF WELLESLEY



MASSACHUSETTS

**BOARD OF SELECTMEN**

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

MARJORIE R. FREIMAN, CHAIR  
ELLEN F. GIBBS, VICE CHAIR  
DAVID L. MURPHY, SECRETARY  
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JACK MORGAN

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[WWW.WELLESLEYMA.GOV](http://WWW.WELLESLEYMA.GOV)  
BLYTHE ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

**SELECTMEN'S MEETING  
TENTATIVE AGENDA**  
Juliani Room, Town Hall  
**6:45 P.M. Monday, March 6, 2017**

1. 6:45 Call to Order
2. 6:46 Executive Session to Discuss Acquisition of Real Property
3. 7:00 Citizen Speak
4. 7:05 Executive Director's Update
  - Minutes
  - Town Hall Summer Hours
5. 7:10 Public Hearing – Naming of Senior Center
6. 7:20 Construction Update on Tolles Parsons Center
7. 7:30 Change in Manager – Roche Bros.
8. 7:40 Discuss Wellesley Media Corp. Filming Locations
9. 7:50 Annual Town Meeting Preparation
  - Demo Delay Bylaw
  - FY18 Budget Update
  - Review Draft Town-wide Financial Plan
  - Set Town Clerk Salary
  - Consider Support on ATM Articles
  - Execute Special Town Meeting Warrant for April 3, 2017
10. 8:50 Local Initiative Program – 978 Worcester Authorization
11. 9:00 Old/New Business

Next Meeting Dates: Tuesday, March 7<sup>th</sup> – Town Election  
Tuesday, March 14<sup>th</sup>  
Monday, March 20<sup>th</sup>



3/3/2017

Black regular agenda items

**Board of Selectmen Calendar – FY17**

<b>Date</b>	<b>Selectmen Meeting Items</b>	<b>Other Meeting Items</b>
3/7 Tuesday	<b>Town Election</b>	
3/9 Thursday		HHU- Vote on location
3/13 Monday	<b>No Meeting – Wellesley Club Town Affairs</b>	
3/14 Tuesday	<u>Meeting</u> 892 Washington Street North 40 – Set up a committee Discuss Community Compact Priorities Article 43 Discussion – Mansionization – Stanley Brooks Great Plain Ave scope discussion Brook/Amherst?	
3/15 Wednesday		Unified Plan Steering Committee Meeting
3/16 Thursday		HHU- Final Meeting
3/20 Monday	<u>Meeting</u> Energy Update – Allan Hebert National Grid gas petitions	
3/22 Wednesday		Inter-Board Meeting Advisory STM PH
3/27 Monday	<b>ANNUAL TOWN MEETING BEGINS</b>	
3/28 Tuesday	Annual Town Meeting	
4/3 Monday	Annual Town Meeting Special Town Meeting	
4/4 Tuesday	Annual Town Meeting	
4/12 Wednesday	Annual Town Meeting	
4/17 Monday	<b>Town Hall Closed – Patriots Day</b>	
4/24 Monday	Annual Town Meeting Cochituate Aqueduct Leases?	
4/25 Tuesday	Annual Town Meeting	
5/1 Monday	Possibly ATM Cochituate Aqueduct Leases?	

3/3/2017

Black regular agenda items

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
5/2 Tuesday	<i>Possibly ATM</i>	

**Notes***Quarterly updates*

- *Traffic Committee (Deputy Chief Pilecki)*
- *Facilities Maintenance (Joe McDonough)*

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BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

MEMORANDUM

DATE: March 3, 2017  
TO: Board of Selectmen  
FROM: Blythe Robinson, Executive Director  
SUBJECT: February 27, 2017 – Agenda Background

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The meeting will begin at 6:45 PM tonight to accommodate an executive session to discuss the conservation restriction for 892 Washington Street, followed by a variety of topics to cover on the agenda.



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BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

## MEMORANDUM

DATE: March 3, 2017

TO: Board of Selectmen

FROM: Blythe C. Robinson, Executive Director *BCR*

SUBJECT: Weekly Report

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

- Please note that we will start the Selectmen's meeting on Monday night at 6:45 PM in order to have an executive session to go over the details of the property at 892 Washington Street for which the Town is seeking to obtain a permanent conservation restriction from the buyer of the property who is seeking to build a single family home.
- The MLP met on Monday night and voted to approve the program to change all street lights to LED. They will be going ahead with the pilot as well, and we'll keep you up to date on those details.
- The School security project is officially out to bid from FMD this week. Bids are due to the town on March 22<sup>nd</sup>.
- Included in your FNM is a letter from the State Supervisor of Records upholding our petition to charge a resident for copying of documents related to a large number of public records requests. While a fair amount of resources and staff time went into this request, it is a good outcome for the Town in light of the revised law on this topic.
- Sheryl, Marc Waldman & I had a meeting with the Town's Financial Advisor, Peter Frazier to review our debt financing needs of the next year and how to structure the projects that are near completion, as well as those proposed to Town Meeting this month. We anticipate a small bond issue in late spring to provide cash flow for the various projects, the cost of which is included in the budget for FY 18.
- We have had another request from DPW for a further \$200,000 in funding for snow & ice winter maintenance. We intend to analyze that and bring it to you for the meeting on March 14<sup>th</sup> along with the report Terry Connolly is working on a report about winter snow/ice operations. He has had several meetings with DPW to gain a good perspective of how it works. I anticipate this will lead to a future discussion about the amount the Town should budget each year for this service.
- The high winds yesterday caused a large pine tree behind Town Hall to split and come down

- Marjorie and I attended the PBC meeting last night to discuss with them their budget and the future working relationship. The result of the meeting was that they voted to zero out their budget and move the wages for the employee and open position to FMD. To achieve that we added \$20,000 to the open position to provide some latitude to work out with them the job description for that and ensure we had enough funds to hire the right person. We also agreed to form a working group to map out the relationship, expectations, job descriptions and path forward.
- A meeting was held on Friday including Ellen, Jack, Meghan, Terry and myself with Jack Pilecki, Michael Zehner and Deb Carpenter to discuss future transportation planning and traffic. We discussed various ways to better align the discussions on these topics and whom should be included. In the end it was decided that the traffic safety committee would stay in place with the Planning Director copied on agendas so as to be aware of what is going on. Deb and Ellen will work on a charge to a committee jointly proposed by the Selectmen and Planning Board to work on broader transportation issues. That group will likely be formed by also adding representation from the DPW and Trails Committee.

#### 4. Executive Director's Report

Included in your packet is a short weekly report for items that may be of interest to you from the past week.

- Minutes – the minutes of the February 27<sup>th</sup> are included for approval, as are executive session minutes from February 27<sup>th</sup>.
- Town Hall Summer Schedule

I would like to propose a modified schedule of hours for the operation of Town Hall this summer. I understand that two years ago a pilot was conducted to close Town Hall on Friday's, and in return employees would modify their hours of work throughout the week to account for a total of 35 hours. I understand it was done in part because foot traffic in the building drops in the summer when school is out of session, and it gave the Town the chance to offer hours that might be attractive to residents who want to do business earlier or later in the day outside of their normal work schedule. The response from employees was mixed. Some truly enjoyed a four-day work week in return for longer days, others found it a difficult adjustment.

I'd like to pilot a program again this summer, but with a change to only a ½ day on Fridays. I think it is a little too disruptive to our residents to be fully closed one day a week when that has been our normal schedule for years. Thus I believe a ½ day is a good compromise, and it would enable us to pick another day where we could open early or close a little later for resident convenience. Also, it is not as significant a burden to the employee to lengthen other days by adjusting about 3 1/2 hours. Finally, there are some departments like IT that service others that cannot close on Fridays and by at least providing a part-day presence, their needs could also be addressed.

It would be my recommendation to start this the first full week that school is out of session for the summer (June 23<sup>rd</sup>), and end it at Labor Day weekend.

#### Minutes:

**MOVE** to approve the minutes of the Board of Selectmen meeting February 27, 2017 and executive session minutes from February 27, 2017.

#### Summer Hours:

**MOVE** to approve a schedule of summer hours as proposed by the Executive Director.



**Board of Selectmen Meeting: February 27, 2017**  
**Present: Murphy, Freiman, Gibbs, Searle, Morgan**  
**Also Present: Robinson, Jop, Connolly**  
**Minutes Approved: February 27, 2017**

**Warrants Approved: #2017-031 in the amount of \$4,712,223.44**

**Meeting Called to Order: 6:30 pm**

**1. Executive Session**

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board was polled all aye (5-0) to enter into Executive Session under Massachusetts G.L. c 30A, §21 exception # 6 To consider the lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

See executive session minutes.

The Board of Selectmen entered into executive session at 6:31pm.

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs, the Board was polled all aye (5-0) to exit Executive Session. The Board returned to open session at 7:05 pm.

**2. Executive Director's Update**

Ms. Robinson briefly reviewed the highlights of the activities for the week in the office noting Woodlawn Cemetery will be expanding.

• Minutes

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to approve the minutes of the Board of Selectmen meeting February 13, 2017 and executive session minutes from February 13, 2017.

• Appointment

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to appoint George K. McDonald as a School Crossing Guard for a term to expire June 30, 2017.

• Movie Shoot

The Board reviewed the proposal from Paramount Pictures Corp. to use 900 Worcester to park trailers and to pay for meters in Wellesley Square on the days of set up and shooting. Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to approve the request from Paramount Pictures Corp. as presented.

**3. Public Forum – Intersection Improvements to Brook/Benvenue**

Police Chief Jack Pilecki, Town Engineer Dave Hickey, and the Town's Traffic Engineer Mike Regan of VHB joined the Board. Chief Pilecki and Mr. Hickey gave an overview on past attempts to redesign the Brook Street and Benvenue Street intersection, which dates back to 1991. The Traffic Committee was before the Board in September of 2015 for design funds. Since that time, the Traffic Committee has had several meetings with the neighbors and are now before the Board seeking funding to move forward with the

implementation of the selected design. Mr. Hickey noted the intersection has a perception of safety issues, but not a long history of accidents.

Mr. Regan reviewed the design goals including reduction in conflict points, improvements in pedestrian safety, completion of the northern Brook Street sidewalk connection, and down gradient drainage issues. The proposed design would remove the traffic island and create a traditional 4-way intersection with stop signs at Benvenue Street and Radcliffe Road. Traffic lanes are proposed to be 11 feet wide. Additional improvements include the installation of catch basins, the realignment of the road, installation of sidewalk connections, markings and signage.

Ms. Freiman asked if people present would like to speak on the matter.

Elaine Gillim, 16 Fuller Brook Road noted she has been in favor of improvements since the 1990s. She add that in snow conditions there is no way to walk without a sidewalk and the amount of traffic heading east on Benvenue has increased. She noted there is solar glare that affects the intersection.

Ed Rogers, 67 Fuller Brook Road noted the neighborhood has become repopulate with little kids. The real estate ads say the neighborhood is kid friendly. His message was safety first.

Andrew and Kelly Wigren, 8 Juniper Road, stated the intersection is super dangerous and they are concerned for pedestrians noting the difficult crossings he faces in the morning bringing his children to school.

Meryl Fink, 136 Benvenue Street, noted opponents state that Radcliffe Road will be impacted. She noted she rarely sees cars on Radcliffe. She was in favor of normalizing the design for the intersection.

Paul Reilly 9 Juniper Road stated his daily ritual is to walk his kids to school and when crossing in the crosswalk, he must first step out to make sure cars even stop. At end of day when his wife is walking home from commuter rail in the darkness it is very unsafe.

Ann Marie Cronin and Hannah Cronin, 5 Juniper Road, described an accident that almost hit them in the crosswalk. Mrs. Cronin was in favor of the plan noting it is the safest plan for a K-12 school route.

Tim Burns, 21 Fuller Brook Road, noted he moved to Wellesley because it is a walking town. He too was concerned with the safety and ability of his third grader to walk to school. He further noted that without the complete sidewalk, walkers and runners are on the road.

Ms. Freiman asked for a show of hands for those present, other than the speakers, that were in support of the redesign. Ten people in attendance raised their hands.

Susan Troy, 54 Radcliffe Road, stated she has not heard about the impact to Radcliffe Road with the new design. She noted the safety on Radcliffe road has not been addressed and that there are no sidewalk on Radcliffe. Ms. Troy noted Radcliffe is a cut through road and a way to get to the high school. She agreed the island has issues, but thought the confusion allows for slower cars. Ms. Troy further noted slowing down speed on Radcliffe Road can be done with signs, but did not think that has been addressed.

John Costello, 2 Woodridge Road, noted he did not know why there is a crosswalk at the Benvenue intersection. He did not see how the revised plan improves safety. He suggested pedestrians cross the road further down at the secondary crosswalk past Juniper Road.

Bob Ware, 124 Brook Street, stated everyone agrees that we want safe pedestrian crossings. For him the frustration is that this is only one solution to the problem. He suggested the alternative design be fully vetted.

Fred Nitschelm, 114 Brook Street, noted the pedestrian counts in two studies showed very light traffic. He believed the redesign poses problems that are not guaranteed to be addressed including an increase in speed. The speed is now 37 mph. He noted he is dedicated to safety, but thinks the Town needs to look at the whole issue. Mr. Nitschelm suggested the Town make a better effort to work with the property owner at the corner to construct the sidewalk.

Ms. Freiman asked for a show of hands for those present, other than the speakers, that were in support of the redesign. Three people in attendance raised their hands.

Mr. Hickey asked to respond to some of the questions raised.

The Board discussed the proposal and all were supportive of the redesign noting the various safety concerns presented and noted they would work with the neighborhood on follow up post installation. **Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to approve intersection improvements proposed for the Brook Street & Benvenue Street intersection and recommend to Town Meeting that \$250,000 be appropriated from the Traffic & Parking fund to pay for the approved work.**

#### 4. 900 Worcester

Mr. Murphy gave a brief overview of the history of the 900 Worcester Street site, noting the Town acquired the site from the Archdiocese of Boston for recreational purposes. The Town since that time has held two Request for Proposals and awarded in June the project to the Edge Sports Group. Since that time, the Town has been in negotiations, and has reached agreeable terms on the lease.

Mr. Hans Larsen, former Executive Director, Tom Harrington, Town Counsel, and Jennie Merrill, Town Counsel joined the Board. Mr. Larsen gave an overview of the lease terms noting the proposed facility will have two NHL size sheets of ice, two swimming pools, fitness area, training area, and a small 7 v 7 field. The proposal has preferential times for the High School hockey, swimming and diving teams, as well as preferential times for Dana Hall, Wellesley Youth Hockey and Wellesley Swim Association. The terms of the lease are for 50 years with a pay schedule that commences in year 11. The proposal is contingent upon Town Meeting approval for the lease, zoning amendments, and authorization for the School Department to enter into five-year surface agreements for the rink and pool use.

Ms. Jop reviewed the proposed Commercial Recreation zoning proposal and map amendment noting the proposal was before the Planning Board on February 6<sup>th</sup> as part of the Zoning Public Hearing. Ms. Jop briefly reviewed the permitting requirements of the project.

Based on the anticipated permitting schedule, Mr. Murphy noted the Board is amenable to calling a Special Town Meeting within the Annual Town Meeting for the 900 Worcester Street project in order to expedite the developer's ability to begin permitting.

**Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to approve the Ground Lease between the Town of Wellesley and Wellesley Sports Group LLC. subject to final authorization by Town Counsel, and to authorize Marjorie Freiman to sign on behalf of the Board.**

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs, the Board voted (5-0) to recommend favorable approval of the zoning article (currently ATM article 25) to Town Meeting.

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to open a warrant for a Special Town Meeting to be held on Monday, April 3, 2017, 7:00 pm, at the Wellesley Middle School and to set the following dates:

- Open the Warrant – February 27, 2017
- Close the Warrant – Friday, March 3, 2017, 5:00pm
- Motions due to the Selectmen's Office – Friday, March 10, 2017, 5:00 pm

Upon a motion made by Mr. Murphy and seconded by Ms. Gibbs the Board voted (5-0) to designate the unexpended balance of \$505,290.45 of the original borrowing of \$5 million for the purchase of 900 Worcester from the taxable portion of the borrowing as recommended by the Treasurer/Collector in his memo dated February 22, 2017.

#### 5. FY18 Budget Update

Ms. Sheryl Strother, Finance Director joined the Board. Ms. Strother stated she anticipates the School Committee, Board of Health and Library to vote budgets that are within guideline. With the changes, the Budget will be out of balance by just under \$102,000. Ms. Strother and Ms. Robinson agreed that free cash could be used, while maintaining the 8% policy guideline to close the gap. Ms. Robinson noted the Town-Wide Financial Plan cannot be finished without the budget changes voted. The Board noted the cooperative activity to move the budget to resolution. The Board agreed to authorize \$150,000 in free cash to balance the budget.

#### 6. Policies - Gift and Exec. Session minutes

Ms. Robinson reviewed two proposed policy amendments with the Gift Policy and Executive Session Minutes. The Board agreed the two policies are beneficial and suggested starting from scratch on the gift policy. Ms. Robinson noted she would work on revised drafts for the Board's consideration.

#### 7. Preparation for Annual Town Meeting

The Board discussed Town Meeting articles and which articles they would like to take positions. The Board discussed potential Consent Agenda items and motions.

#### Town-wide Financial Plan

Ms. Robinson gave an update on the draft Town-wide Financial Plan. She anticipated a final version for the Board's consideration at the March 6<sup>th</sup> meeting.

The Board of Selectmen's meeting adjourned at 10:10 pm



## 5. Public Hearing – Naming of Senior Center

The board is scheduled for a public hearing as part of the process to officially name the new senior center currently constructed at 489 Washington Street. The name is derived from a major gift to the Town by Billie Tolles who prescribed in her will that the name of the building incorporates her partner Ms. Parson, hence the name Tolles Parson Center. Please review the Selectmen's Naming Policy in your Policy Books.

Gayle Thieme, COA Director and Diane Campbell COA Chair have been invited.

Included in your packet are several items related to this topic:

- Hearing Notice
- Bequest to name the center
- Letter from Al Robinson RE: Possible Gift from the Mary Esther Tolles Charitable Foundation

**Move** to designate the Tolles Parsons Center as a major physical asset and to recommend to Town Meeting the new building officially be named the "Tolles Parsons Center" in perpetuity.



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### Public Hearing Notice

The Board of Selectmen will be holding a public hearing on **Monday, March 6, 2017, at 7:10 p.m.** in the Felix Juliani Meeting Room, Town Hall to discuss the formal naming of the new Senior Center as the **"Tolles Parsons Center"** as required by **Article 5.5 Naming of Public Assets** of the Town Bylaw and the Board of Selectmen's Policy Statement Re: Naming of Public Assets to memorialize the naming condition of acceptance of funds from the Mary Esther Tolles Charitable Foundation.

Public comment is invited. Written comment may be submitted to [mjop@wellesleyma.gov](mailto:mjop@wellesleyma.gov) or to the Board of Selectmen, or Town Hall, 525 Washington Street, Wellesley, MA 02482.



TOWN OF WELLESLEY



MASSACHUSETTS

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ALBERT S. ROBINSON, TOWN COUNSEL

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WELLESLEY, MA 02482-7729

March 29, 2007

Hans Larsen, Executive Director  
Town Hall  
525 Washington Street  
Wellesley, MA 02482

RE: Possible Gift from the Mary Esther Tolles Charitable Foundation – 1997 for the  
Senior Center

Dear Hans:

This will try to summarize the March 20, 2007 meeting among Ms. Warshaw and Babson for the Board of Selectmen, and Ms. Sullivan and Crane for the Mary Esther Tolles Foundation – 1997. The Board of Selectmen had requested the meeting in order to regain a common footing with the Foundation's Trustees and let them know how the Board has initiated a procedure for accepting the prospective gift. The amount involved is not quite \$900,000.

First, Ms. Kingsley re-focused the group on the terms of the charitable purpose, which in summary is the

“founding, constructing and equipping [of] a senior center...on land or in a building provided for that purpose by the Town...., and shall include but not be limited to offices for the Wellesley Council on Aging and the Wellesley Friends of Senior Neighbors, Inc., kitchen and dining facilities, classrooms, meeting rooms, recreational areas and the like. The name of the Center shall be “The Tolles-Parsons Senior Center” and shall be dedicated in memory of Mary Esther Tolles and Evelyn L. Parsons, M.D....”

Ms. Warshaw explained that the Selectmen had authorized a study group, and then she then fleshed out who the members are and where its investigation currently stands. After considerable discussion, these specific points were revealed.

First, the Trustees request that the Board of Selectmen do more to make public Billie's generosity of spirit in establishing this purpose for her Charitable Foundation. One thought that came up was that, after Town Meeting, the Board could invite the Trustees into a public meeting, and have an open discussion on how wonderful the prospect of this gift is seen to be. It was

Hans Larsen, Executive Director

March 29, 2007

Page 2 of 3

clear at the meeting the Trustees would relish this opportunity to make this known to a wider segment of the public. Some Monday evening in May would be nice, it was agreed.

Also, the Trustees would like to receive frequent and substantive communication on how the Town's study group is doing. One possible thought for this is to make sure that the COA's newsletter (I do not know the exact name) gets mailed. Whatever communication goes, it should go to all three Trustees at the same time. Another thought is to ask the COA Director to assist in the mission of keeping the Trustees routinely informed.

Third, since the amount of money seems not enough to complete the total mission, somehow it would have to be supplemented, either through Town appropriation or through other gifts. The Trustees have asked the Town to provide some timeline for deciding whether the Town will be able to pull this off, ultimately. The Trust document does provide for contingent beneficiaries if the gift to the Town cannot be accomplished, and the Trustees have already waited two years on this. The thought is that perhaps by the middle or end of this coming fall, a better sense of the feasibility of this will be known. The Trustees were so advised and this did not seem to be objectionable, although there was some initial comment that this is itself too far away.

Fourth, the Trustees seem keen on the Town keeping in mind that the Community Center is already up and running, and is already invested to some degree in serving the Town's seniors. Two representatives from the Community Center itself are on the study committee. There is clearly a point of soft conflict here, since if the Town were to establish an independent Senior Center, it could draw away from one of the Community Center's current missions, not to mention some income. One of the Trustees in particular seems to favor bypassing the Town and going to the Community Center now.

Next, discussion led to the reasonableness of improving the Study Committee's charter, to include these three facets:

1. Study the Town's pragmatic needs for its seniors, and how to make this potential new Senior Center attractive to a wider circle of seniors.
2. At the same time, explore how and where to provide land and/or an existing building to fulfill these needs.
3. And also now, explore how to finance this, given that the cash available will not do it alone; and how to set up financing so there would be support for a Center, if one is provided, to maintain itself well into the future. Consider the feasibility of a capital campaign à la the Library, perhaps?

Hans Larsen, Executive Director

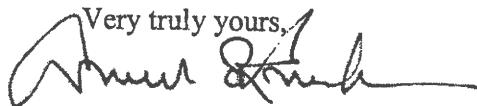
March 29, 2007

Page 3 of 3

The bottom line, which seems reasonable, is (1) more closely keep in touch with the Trustees and (2) if the Board of Selectmen feels that it is in the Town's interest to explore the possibility of pulling a Senior Center off with the seed money to come from this Charitable Trust, it needs to get cracking so that it can make a reasonable judgment on whether or not this is feasible, and if it turns out not to be feasible in the Town's opinion, then it "owes it" to the Charitable Trust to so inform the Trustees so that they can move on and place the money with the contingent beneficiaries named in the Trust instrument. Worst case, the suggestion would be that if there is no energy to do all this, cut the cord and responsibly decline the gift. The law on gifts is that a gift is not completed until the recipient accepts it.

I suggest as immediate steps that the invitation to a meeting be sent; and the Board decide if it wants to crystallize its scope of work for the study group. (Is this something the COA could be energized over?).

Very truly yours,



Albert S. Robinson

ASR: mp  
File: WG-272

Asr\town\selectmen\gifts\tolles\larsen3-23-07ltr.



# Verrill Dana LLP

Attorneys at Law

(45)

SEP 21 2006

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September 18, 2006

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

RE: Estate of Mary Esther Tolles

Dear Board Members:

I represent the Estate of Mary Esther "Billie" Tolles. As you may know, Ms. Tolles was a member of the Wellesley Council on Aging for many years until her death. It was her hope to provide a Senior Center for the town.

Billie was also a member of the Board of the Wellesley Community Center and established the Tolles-Parsons Senior Drop-In Center in that building.

I have enclosed a copy of The Mary Esther Tolles Charitable Foundation - 1997, a trust dated November 3, 1997. You will note that Billie hoped that her estate would be large enough to fund the establishment of a Senior Center for the Town. In the event that the Town is unwilling or unable to establish a Senior Center, gifts are to be made annually to other charitable organizations.

Ms. Tolles' net estate is approximately \$825,000. This amount is probably insufficient, without additional gifts or grants, to build a Center. However, perhaps it would be enough to renovate an existing building.

You will note that the paragraph at the bottom of Page 3 permits the Trustees the flexibility to terminate the trust by distributing the funds to qualified charitable organizations. This language was intentionally included to provide for the possibility that the estate might be too small to make the continuing administration of the trust as a separate charitable entity uneconomical.

September 18, 2006  
Page 2

The best way to reach me by mail is to the address on this letterhead. My assistant, Lorri Haley, answers 508-479-1065. She always knows where to reach me and can schedule appointments for me as well. I spend every other week in Massachusetts and will make myself available to meet with you at your convenience.

Please let me know your thoughts.

Sincerely,



Gail Peters Kingsley

GPK:ms

Enclosure

Cc: Albert S. Robinson, Esquire  
Eleanor Sullivan  
Bonnie L. Crane

## THE MARY ESTHER TOLLES CHARITABLE FOUNDATION - 1997

This 3<sup>rd</sup> day of November, 1997, Gail Peters Kingsley of Wellesley, Massachusetts, TRUSTEE, acknowledges receipt of the sum of Ten Dollars (\$10.00) from the Grantor, Mary Esther Tolles, of Wellesley, Massachusetts, and agrees with the said Grantor that she will hold the same together with any other property which may be transferred to her either by the Grantor or by any other person, IN TRUST, for the following purposes and in accordance with the provisions hereinafter set forth:

ARTICLE I  
CHARITABLE PURPOSES

The Trustee is to hold the property in trust for the primary purpose of founding, constructing and equipping a Senior Center (hereinafter the "Center") in the Town of Wellesley, Massachusetts, on land or in a building provided for that purpose by the Town of Wellesley. The object of the Center shall be to provide a facility for use by the citizens of Wellesley, primarily those over the age of sixty (60) years, and shall include but not be limited to offices for the Wellesley Council on Aging and the Wellesley Friends of Senior Neighbors, Inc., kitchen and dining facilities, classrooms, meeting rooms, recreational areas and the like. The name of the Center shall be "The Tolles-Parsons Senior Center" and shall be dedicated in memory of Mary Esther Tolles and Evelyn L. Parsons, M.D.

Until such time as appropriate land or building is made available by the Town of Wellesley for the Center, the Trustee shall annually make the following distributions from income:

1. To the Wellesley Community Center, Inc., the sum of Fifteen Thousand (\$15,000) Dollars or Fifty (50%) Percent

of the trust income available for distribution, whichever is less, so long as the said Community Center maintains the Tolles-Parsons Senior Drop-In Room. If the Wellesley Community Center, Inc. discontinues the maintenance of the Tolles-Parsons Senior Drop-In Room, this distribution shall instead be given to the Town of Wellesley Council on Aging with the direction that another location be found for the Senior Drop-In Room and with the suggestion that the lower floor of the Wellesley Hills Library be considered for that purpose.

2. The sum of One Thousand (\$1,000) Dollars to the Wellesley Council on Aging for senior transportation to and from the Tolles-Parsons Drop-In Room.
3. The sum of Five Hundred (\$500) Dollars to the Friends of Wellesley Senior Neighbors, Inc., so long as that organization is in existence, and if said organization ceases to exist, this amount shall be added to the annual transportation gift to the Council on Aging described in paragraph 2 above.
4. The sum of Five Hundred (\$500) Dollars to Neads Inc., P.O. Box 213, West Boylston, Massachusetts, so long as that organization is in existence.
5. The sum of Five Hundred (\$500) Dollars to the Massachusetts Society for the Prevention of Cruelty to Animals.
6. The sum of Five Hundred (\$500) Dollars to Rosie's Place for so long as that organization is in existence.
7. The sum of One Thousand (\$1,000) Dollars to Seeing Eye Dog Foundation, Morristown, New Jersey, for so long as

that organization is in existence. At such time as the Seeing Eye Dog Foundation ceases to exist, the Trustees shall substitute another organization doing the same or similar work to receive this annual distribution.

10. The sum of One Thousand (\$1,000) Dollars to the Wellesley Hills Women's Club Scholarship Trust.
11. The sum of Five Hundred (\$500) Dollars to the Wellesley Friendly Aid for the Wellesley Food Pantry, 219 Washington Street, Wellesley, Massachusetts.
12. The sum of Two Thousand Five Hundred (\$2,500) Dollars to Newton-Wellesley Hospital, Newton, Massachusetts, for so long as that institution is a not-for-profit corporation.

If the income in any year is insufficient to fully fund all of the distributions described above, those described in Paragraphs 2 through 12 above shall be proportionately reduced.

Subject to the foregoing provisions of this Article I, the Trustee shall hold, manage, invest, and reinvest the property in trust, together with any property to which they may be entitled, and shall pay over such amount or amounts of the income and principal thereof as they may from time to time determine to or for the benefit of such organizations established and operating within the United States for religious, charitable, scientific, literary, or educational purposes as they shall from time to time select, provided, however, that in all events only such organizations as are described in Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code shall be eligible to receive distributions from the trust. The Trustee shall have the power at any time to terminate the trust by distributing all the property then held in trust to or for the benefit of one or more organizations qualified under the terms of the preceding sentence to receive such

distributions, provided that each such organization is organized under the laws of, and is operating within, the Commonwealth of Massachusetts at the time of such termination and provided, further, that the Trustee may impose such restrictions or conditions as they may determine upon the use by such organizations of the funds distributed.

ARTICLE 2  
*GENERAL PROVISION RELATING TO PRINCIPAL AND INCOME*

No part of the net income of the trust shall inure to the benefit of any private individual, nor shall any part of the activities of the trust or the Trustee be devoted to attempting to influence legislation or to participating directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE 3  
*TRUSTEE'S POWERS AND LIMITATIONS*

3.1. The Trustee shall be entitled to receive reasonable compensation, but shall be prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, from retaining any excess business holdings as defined in Section 4943(c) of the Code which would subject the trust to tax under Section 4943 of the Code (except that if there is a change in the holdings of a business enterprise by the trust, other than by purchase by the Trustee or by a disqualified person, as defined in Section 4946 of the Code, any excess business holdings resulting from such change may be retained for the period permitted by Section 4943(c)(6) of the Code), from making any investments which would subject the trust to tax under Section 4944 of the Code, and from making any taxable expenditures as defined in Section 4945(d) of the Code. The Trustee shall make distributions at such times

and in such manner as not to subject the trust to tax under Section 4942 of the Code.

3.2. None of the powers given to the Trustee by this instrument shall be exercised or exercisable in any way which would result in this trust failing to qualify as an organization described in Section 501(c)(3) of the Code. The Trustee, acting in her sole discretion, may amend this instrument for the sole purpose of complying with the requirements of said Section 501(c)(3) (and any regulations thereunder, or any applicable administrative or court interpretations thereof) at any time by an instrument in writing, signed and acknowledged by them and attached to the original of this instrument. In no event shall this trust be amended by such Trustee in any manner which would be in derogation of the charitable purposes of the trust.

3.3. In addition to and not in limitation of their common law and statutory powers, the Trustee shall have and may exercise the following powers, but always in a fiduciary capacity and always subject to the provisions contained in Sections 3.1 through 3.2:

(a) To retain for whatever period they deem advisable any property, including property owned by the Grantor at her death, and to invest and reinvest in any property, both real and personal, including mutual funds of the "load" and "no load" variety, regardless of whether any particular investment would be proper for trustees and regardless of the extent of the diversification of the assets in the trust under which such property is held. The Trustee shall be exempt from any liability by reason of any loss occurring from any investment made or retained by them unless such loss shall be caused by her own wilful default or gross negligence.

(b) To sell and to grant options to purchase all or any part of the trust property, both real and personal, at any time at public or private sale, for such consideration, whether or not the

highest possible consideration, and upon such terms, including credit, as she deems advisable, and to execute, acknowledge, and deliver deeds or other instruments in connection therewith.

(c) To lease any real estate for such term or terms, and upon such provisions and conditions as she deems advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase.

(d) With respect to any corporation, association, or other entity the securities of which are held by the Trustee, (i) to participate in person or by proxy (with or without power of substitution) or pursuant to a voting trust in any meeting of stockholders, directors, or securities holders of any kind; (ii) to execute waivers of notice of the time, place, and purposes of any meeting; (iii) to consent to any action by such entity without a meeting and to execute formal instruments of consent; (iv) to participate in any type of reorganization, recapitalization, merger, consolidation, liquidation, dissolution, or other action; (v) to exercise subscription or conversion rights; (vi) to serve or to designate an employee or representative to serve as an officer or director of any such entity and to vote any securities for the election of such person; (vii) to deposit any securities with any protective committee or voting trust and to pay a portion of the expenses thereof; and (viii) to take any other action as owners with respect to securities held hereunder. If as a result of holding, disposing of, or otherwise dealing in or with any securities held by the Trustee, or if as a result of serving or designating another to serve as an officer or director, the Trustee incurs any liability or expense under any state or federal law, including without limitation the federal securities acts and the "Blue Sky" laws of the several states, she shall, to the extent permitted by applicable law, be reimbursed for and indemnified against any such liability or expense from the property held hereunder.

(e) To hold any securities or other property, both real and personal, in the name of such nominee as she shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee.

(f) To keep any trust property at any place within or without the United States or with a depository or custodian at any such place.

(g) To employ others in connection with the administration of the trust including legal counsel, brokers, accountants, and agents, notwithstanding the fact that a Trustee may receive a direct or indirect financial benefit as a result of such employment or may be affiliated with any one or more of them, without reduction of the Trustee's compensation, provided, however, that the aggregate compensation paid to the Trustee and to all such other persons together shall be reasonable in amount under all the circumstances.

(h) To invest any part or all of the trust property in any common trust fund that may at any time be maintained by any corporate Trustee serving hereunder without the necessity of giving notice to any person interested.

(i) To pay, compromise, settle, or otherwise adjust any claims, including taxes, asserted in favor of or against either the trust property or the Trustee.

(j) To determine (i) whether any money or property coming into her possession shall be deemed principal or income and whether to apportion the same between principal and income; (ii) the manner in which expenses incidental to the administration of the trust shall be borne or apportioned between principal and income; (iii)

whether any discounts shall be accumulated; (iv) what portion, if any, of interest received on bonds purchased at a premium and dividends received on wasting investments shall be added to principal in order to prevent the diminution of principal; and (v) to what extent expenditures, including real estate taxes, insurance, repairs, improvements, and principal payments on mortgages and other loans for the maintenance and protection of real estate and other trust property shall be charged against income or principal, and whether to establish reserves from income or principal for such expenditures and for depreciation, depletion, amortization, and obsolescence in order to prevent the diminution of principal.

3.4. The Trust shall continue forever unless the Trustee terminates it and distributes all of the principal and income, which action may be taken by the Trustee in her discretion at any time. On such termination, the Trust fund as then constituted shall be distributed to or for the use of such charitable organizations, in such amounts and for such charitable purposes as the Trustee shall then select and determine.

3.5. The Grantor authorizes and empowers the Trustee to form and organize a non-profit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of the Commonwealth of Massachusetts; such corporation, when organized, shall have the power to administer and control the affairs and property, and to carry out the uses, objects and purposes of this Trust. Upon the creation and organization of such corporation, the Trustee is authorized and empowered to convey, transfer and deliver to such corporation all the property and assets to which this Trust may be or become entitled. The charter, by-laws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the Trustee shall determine, consistent with the provisions of this paragraph.

**ARTICLE 4**  
**PROVISIONS RELATING TO TRUSTEESHIP**

4.1. No Trustee shall be required to give a bond for the performance of her duties or to furnish a surety on any bond required by a court of competent jurisdiction. Unless due to her own wilful default or gross negligence, no Trustee shall be liable for her acts or omissions or those of any co-Trustee or prior Trustee. The Trustee shall be indemnified and held harmless to the extent of the property held hereunder for any liability incurred by them while acting hereunder except liabilities incurred by her through her own wilful default or gross negligence in violation of the provisions of this trust.

4.2. Any Trustee may resign by notifying any other Trustee by written instrument signed and acknowledged by the resigning Trustee.

4.3. Bonnie Loyd Crane of Wellesley, Massachusetts, and Eleanor Sullivan of Wellesley, Massachusetts, shall both become Trustees upon the death of the Grantor. Thereafter the Trustees then serving shall appoint successor Trustees and may appoint additional Trustees. Any appointment of a Trustee hereunder shall be by a written and acknowledged instrument and shall not take effect until the appointee shall endorse her acceptance thereon. After the death of the Grantor, there shall always be at least three (3) Trustees serving hereunder, but there shall be no limit upon the maximum number of Trustees.

4.4. Whoever shall act as Trustee shall have all the rights, powers, duties, discretions, and exemptions given to the named Trustees.

4.5. If, at any time when there is more than one Trustee, any Trustee shall be mentally or physically incapable of performing her

duties, it shall not be necessary for such Trustee to resign or to be removed in order that the trust may continue to be administered. The other Trustees may administer the trust during such incapacity without the concurrence of the incapacitated Trustee.

4.6. The Trustees may from time to time authorize any one or more of them to execute instruments including, without limitation, checks, notes, and drafts, on behalf of the Trustees hereunder. Any individual Trustee may delegate from time to time all her powers and duties to the other Trustees. Any such delegation shall be by a written and acknowledged instrument delivered to the other Trustees and shall not exceed a period of six (6) months.

4.7. A written instrument signed by any Trustee as to the identity of the Trustees or as to any other facts or matters relating to the trust or its management shall be conclusive as to all facts stated in such instrument in favor of any person relying thereon, and no one dealing with any Trustee shall be held to see to the application of any money or property transferred to or upon the order of such Trustee.

4.8. Any decision made by a Trustee involving a discretionary power under this trust shall be final and binding on all persons interested.

#### ARTICLE 5 TRUST IRREVOCABLE

No person shall have any power to revoke, amend, or otherwise modify this instrument in any way, except as specifically provided in Section 3.2 of Article 3.

ARTICLE 6  
EFFECTIVE DATE OF CHANGES

If at any time the Trustees shall hold title to real estate or any interest therein, other than through a nominee, this instrument and any instrument evidencing any resignation, removal, appointment, acceptance, amendment, or modification shall be recorded, if possible, in the registry of deeds for the county or district where such real estate is situated. As long as the Trustees shall hold such title, any such change shall take effect when the instrument evidencing such change is so recorded. If such recording is not possible, the change shall take effect upon compliance with the applicable provisions of Article 3 or Article 4.

ARTICLE 7  
GOVERNING LAW

This trust shall at all times be governed, construed, and administered in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8  
DEFINITIONS AND TITLES

8.1. The mental or physical incapacity of a Trustee shall be determined by the other Trustee or Trustees. Any such determination when supported by the certificate of a disinterested physician shall be final and binding on all persons interested or relying thereon.

8.2. All references to Sections of the Internal Revenue Code or to Regulations thereunder shall mean the Internal Revenue Code of 1986 or any successor Code, or the Regulations thereunder, as the same may from time to time be amended, specifically including

future amendments to said Sections and corresponding provisions of future Internal Revenue laws and Regulations.

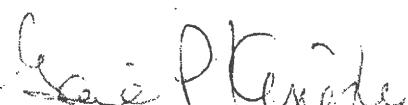
8.3. Whenever the context permits, the term "Trustees" shall include the Trustee or Trustees then serving hereunder, the use of a particular gender shall include any other gender, and references to the singular or the plural shall be interchangeable.

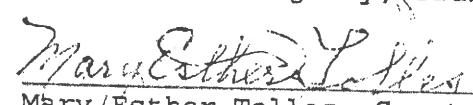
8.4. The titles of all Articles hereunder are inserted for reference only and do not affect the interpretation of this trust.

ARTICLE 9  
NAME OF TRUST

This trust may be referred to as "THE MARY ESTHER TOLLES CHARITABLE FOUNDATION - 1997."

IN WITNESS WHEREOF, Gail Peters Kingsley as Trustee, and Mary Esther Tolles as Grantor have hereunto set their hands and seals, the day and year first above written, executing two identical copies of this instrument, each of which shall constitute an original.

  
\_\_\_\_\_  
Gail Peters Kingsley, Trustee

  
\_\_\_\_\_  
Mary Esther Tolles, Grantor

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

Wellesley, Massachusetts

November 3, 1997

Then personally appeared the above-named Mary Esther Tolles, Grantor, and acknowledged the foregoing to be her free act and deed.

Before me,

Sandra J. Buzillo

Notary Public

My commission expires: March 6, 2003

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

Wellesley, Massachusetts

November 3, 1997

Then personally appeared the above-named Gail Peters Kingsley, Trustee, and acknowledged the foregoing to be her free act and deed.

Before me,

Sandra J. Buzillo

Notary Public

My commission expires: March 6, 2003



## 6. Construction Update – Tolles Parson Center

Mr. Dick Thuma, the Owners Project Manager for this project will be present at the meeting to give the Board an overview of the progress of construction on this new facility, as well as answer any questions that you may have.



7. Change in Manager – Roche Brothers

Roche Brothers requires approval from the Board to change the Store Manager of Record as part of the ABCC liquor license process. Included in your packet is the application from Roche Brothers requesting the licensee be changed from David Ordway to Sean Connor, with the pertinent information. Staff recommends this change be approved by the Board.

**MOVE** to approve the change in the Manager of Record for RBSBW, Inc d/b/a Roche Brothers Supermarkets from David Ordway to Sean Connor.





Roche Bros. Supermarkets  
70 Hastings Street  
Wellesley Hills, MA  
02481-5439  
781-235-9400  
Fax: 781-235-3153

February 2, 2017

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

Re: RBSBW, Inc. d/b/a/ Roche Bros. Supermarkets, 184 Linden Street  
Sec. 15 License 134400040 – Change of Manager of Record

Dear Board of Selectmen,

I am writing to inform you that RBSBW, Inc., d/b/a/ Roche Bros. Supermarkets, intends to change the Manager of Record for the above-referenced licensee from David Ordway to Sean Connor.

Mr. Connor has been the store manager at our West Roxbury store, and the Manager of Record for the West Roxbury store's liquor license.

Enclosed herewith please find the ABCC Change of Manager forms for the new manager. We will be looking to schedule a hearing with the Board of Selectmen for approval of the new Manager of Record.

Please do not hesitate to contact me with any questions.

Sincerely,



James A. Sperber, Esq.  
Director of Real Estate  
Roche Bros. Supermarkets

cc. RBSBW, Inc. Board of Directors



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
**239 Causeway Street**  
**Boston, MA 02114**  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

*Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.*

**1. NAME OF LICENSEE** (Business Contact)

RBSBW, Inc.

**ABCC License Number**

134400040

**City/Town of Licensee**

Wellesley

**2. APPLICATION CONTACT**

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: James

Middle: A.

Last Name: Sperber

Title: Attorney

Primary Phone: 781-694-5249

Email: jsperber@rochebros.com

**3. BUSINESS CONTACT**

*Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.*

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

**Business Address (Corporate Headquarters)**

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

**Mailing Address**

*Check here if your Mailing Address is the same as your Business Address*

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

**4. MANAGER CONTACT**

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation	First Name	Sean	Middle Name	Martin	Last Name	Connor	Suffix
Social Security Number			Date of Birth				5/4/1964
Primary Phone:	508-478-1810		Email:				sconnor@rochebros.com
Mobile Phone:	508-250-8015		Place of Employment				Roche Bros. Supermarkets
Alternative Phone:			Fax Number				

**Citizenship / Residency / Background Information of Proposed Manager**

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Do you have direct, indirect, or financial interest in this license?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, percentage of interest	
Have you ever been Manager of Record of a license to sell alcoholic beverages?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If yes, please indicate type of Interest (check all that apply):	
If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager:	134400040	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
		<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
		<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director
		<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
		<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
		<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

Please indicate how many hours per week you intend to be on the licensed premises

**Employment Information of Proposed Manager**

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
1995 - present	Asst. and Store Manager	Roche Bros. Supermarkets	70 Hastings St., Wellesley, MA 02481	781-235-9400

**Prior Disciplinary Action of Proposed Manager**

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

**RBSBW, INC.**

January 23, 2017

At a meeting of the Board of Directors of RBSBW, Inc., held at 70 Hastings Street, Wellesley, Massachusetts on January 23, 2017, it was duly voted that the Corporation change the Manager of Record for the Section 15, Wine and Malt License for the Roche Bros. Supermarket store premises in the town of Wellesleys, located at 184 Linden Street, Wellesley, Massachusetts.

"VOTED: To authorize Kevin Barner to sign the Petition for Change of License in the name of RBSBW, Inc., and to execute on its behalf any necessary papers, and to do all things required relative to the granting of the change of license."

"VOTED: To appoint Sean Martin Connor of 2 Leah Lane, Milford, Massachusetts as its manager or principal representative, with as full authority and control of the premises described in the license of the Corporation and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the Clerk of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Sec. 26, Chap. 138, G. L."

This is to certify that a majority of the directors of RBSBW, Inc. a Corporation duly organized under the laws of Massachusetts are residents of the Commonwealth of Massachusetts and citizens of the United States.

A True Copy

Attest

RBSBW, INC.:

Kevin S. Barner  
By: Kevin Barner  
Its: Treasure/Clerk

8. Discuss Wellesley Media Corporation Filming Locations

Wellesley Media has been working on expanding their capability to broadcast live more of the Town's board meetings. Dave Murphy has asked this item to be on the agenda in order to bring you up to speed on their efforts and timing to have this capability available at the Warren Building and Tolles Parson Center this year.



## 9. Annual Town Meeting Preparation

There are several items on the agenda to discuss relative to the Annual Town Meeting beginning on March 27<sup>th</sup>. Those include:

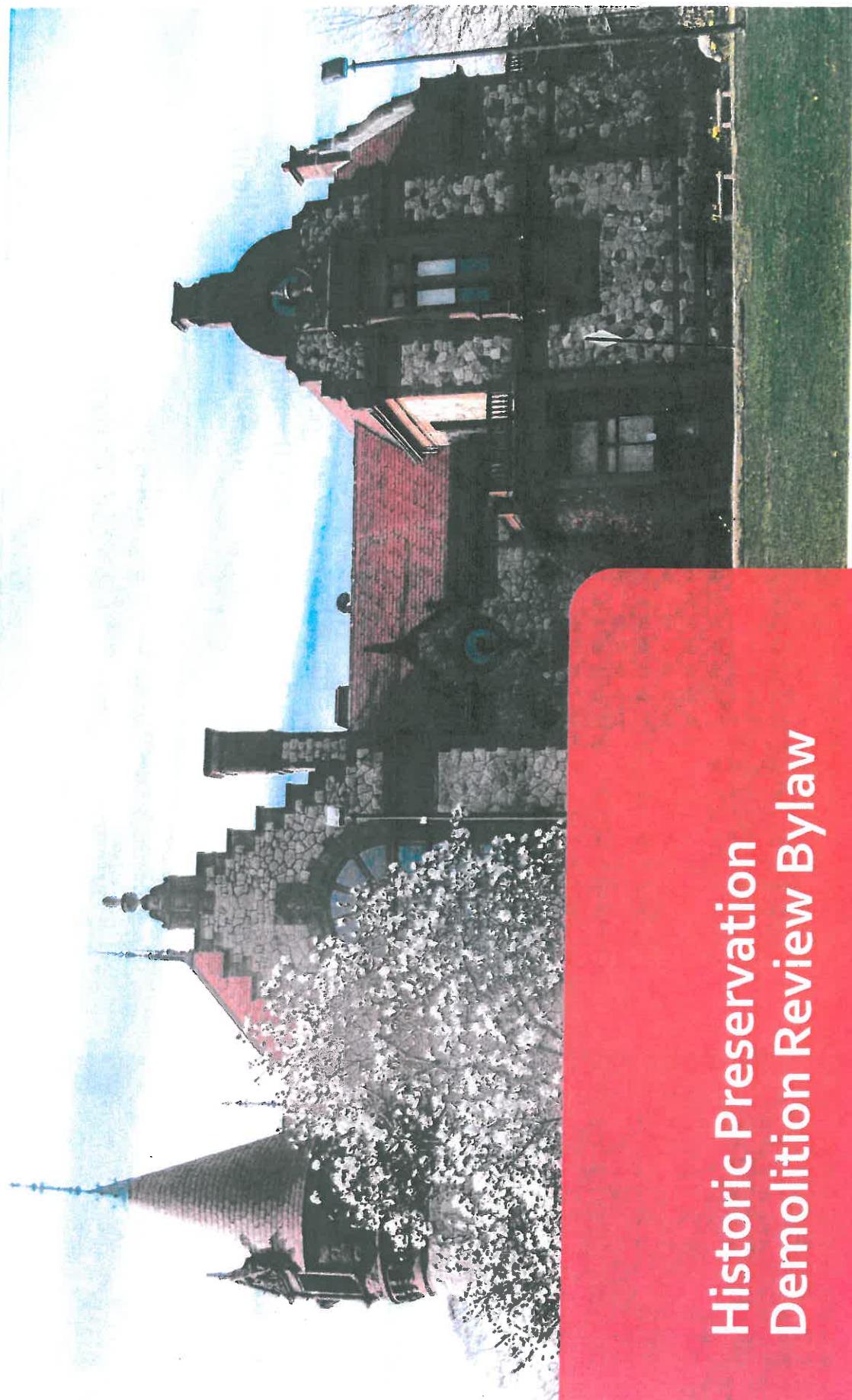
- Demo Delay Bylaw – The Historical Commission has asked to be invited to the meeting to bring the Board up to date on the status of the proposed bylaw so that the board can consider this information when you decide whether or not to support the article. Included in your packet is the latest information on this topic. Please note that a portion of free cash being used to balance the budget does include funding for a part-time planner should the bylaw be enacted and Town Meeting decide to fund the position.
- FY 18 Budget Update – the budget as included in your packet is balanced as a result of last week's meeting. The additional free cash utilized to balance the budget is \$122,885, well within the amount authorized by the Board. An additional \$20,000 was utilized this week to be included in the FMD budget for the open position that PBC has had to ensure enough funds were available to hire an employee once an agreement is reached with PBC and FMD about the qualifications that will be required.
- Review Town Wide Financial Plan – enclosed in your packet is the latest draft of the document. It is important that we finalize this at the meeting on Monday so that it can be transmitted to the Advisory Committee for inclusion in their book.
- Set Town Clerk Salary – the Board needs to take a position on recommending the salary for the Town Clerk which is voted on in Article 6 of the warrant. The salary for next year is \$89,631 which represents a 2.0% increase over FY 17 in line with all other 40/50/60 series employees.
- Consider Support of ATM articles – at last week's meeting the Board decided that no further face to face meetings were needed with any boards or petitioners on the warrant. However, the Board still needs to decide what position it would like to take on articles sponsored by others.
- Execute the warrant for the Special Town Meeting – included in your packet is a final version of the warrant for the special town meeting to consider the article for 900 Worcester Street, to be held on April 3<sup>rd</sup>.
- Draft motions were due to the Selectmen's office on Friday and the motions received are in your packets for review.

As an update on ATM Zoning proposals, the Planning Board voted on 2/28 to adopt motions for Commercial Recreational Zoning, Marijuana Moratorium, Solar Bylaw, Amendments to Educational Districts, Zoning Map amendments, Amendments to Conservation Districts, and the zoning of parkland into Conservation Districts.

The Planning Board at the 3/6 Meeting anticipates voting the Outdoor Lighting, Large House Review (TLAG), and Stanley Brooks Citizen Petitions.

A draft of their report outlining the proposed zoning is included for your consideration.





## Historic Preservation Demolition Review Bylaw

*A Fourth Presentation to the  
Board of Selectmen*

Town of Wellesley  
Historical Commission



## Historic Demolition Review Bylaw: A Summary

This is a Town  
Recommendation

- A specific recommendation of the Town's current Comprehensive Plan

- 88% of Unified Plan participants believe that the Town should better address the number of demolitions

WHC Conducted 2  
Years of Research

- Wellesley Historic Commission has held three public meetings, a public hearing, presented to dozens of boards, committees and civic groups

Town Residents are  
Overwhelmingly in  
Support of this  
Bylaw

- Numerous groups have formally endorsed the bylaw:  
Planning, Natural Resources Commission, Design Review Board, Historic District Commission, Sustainable Wellesley
- >460 town residents have signed a petition in support of the bylaw and support of the town's historical character and diversity

## Update: Educational and Town Properties



- The Historical Commission has continued to listen to feedback from townspeople and key constituents
- After consideration, outreach to other towns, and thinking through potential legal ramifications, we have determined to leave educational and town-owned properties within the purview of the bylaw
  - Any educational or town demolitions/construction projects will be major in scale and any 12-month "delay" would likely end well before the demolition commences
  - As with residential structures, the process allows for the **consideration of a waiver**
    - if the new building is in keeping with the architectural context of neighboring buildings or preserves much of the current building, then the WHC would be inclined to provide a waiver to the delay
  - We have been unable to identify any town with **similar exclusions** and the **Massachusetts Historical Commission knows of no similar exclusions** in **Massachusetts**
  - We could open ourselves up to arguments of discrimination/uneven playing field

# Educational and Town Properties Example Towns



*Creating exclusions is a slippery slope that opens up the Town to potential discrimination lawsuits and uncertainty with the Bylaw's applicability*

## Newton

- No exemptions for educational or town properties
- Colleges in Newton:
  - Boston College
  - Lasell College (*in Historic District*)
  - Mount Ida College
  - William James College
  - Andover Newton Theological College
  - Hebrew College
  - New England School of Acupuncture
  - Andover Theological Seminary
  - Newton Theological Institution
  - Newton Junior College

## Brookline

- No exemptions for educational or town properties
- Every structure in town goes through the process, regardless of age
- Colleges in Brookline:
  - Newbury College
  - Hellenic College
  - Pine Manor College
  - New England Institute of Art
  - Boston Graduate School of Psychology
  - Cardinal Cushing College
  - MA Communications College
  - Holy Cross Greek Orthodox School

## Update: Commercial Properties



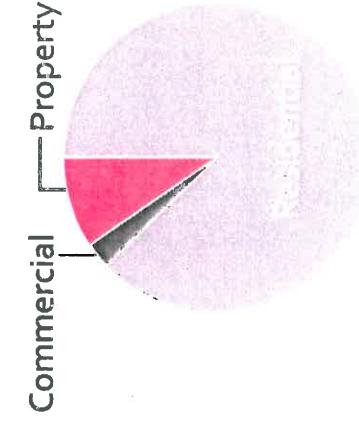
- No changes are anticipated with regards to commercial properties
- As defined in the presented bylaw, they would be considered a structure and not exempted from a potential delay period
- The Historical Commission believes that these structures add to the character of the town and would prefer to see them reimagined if possible (e.g., Caffé Nero's reuse of the H.H. Richardson-designed Wellesley Hills train station)
- The timeline for a commercial project involving a demolition would likely be significant and lengthy; an owner could file for a demolition review application and wait out any potential delay – factoring that into their permitting and construction timeline



## Update: What Would Be the New Growth Tax Impact?

Of the total \$1.7 million in New Growth Taxes, the effects from the review bylaw will actually have a relatively minor impact

FY 2016 Value  
Growth



### Review Bylaw Would Have Minor Impact

- Value Growth from teardowns was \$76.8MM (64 teardowns with avg. assessment increase of \$1.2MM)
- Teardowns thus contribute maximum of 52%

### HOWEVER:

- Bylaw would only impact houses built before 12/31/1949 (~50% of teardowns)
- Not all older homes would be preferably preserved (delayed) – maybe 50% or so
- Additions and renovations will be encouraged – resulting in significant value appreciation
- Plus, the town overwhelmingly wants our government to curb the pace of demolitions



Total: \$146.5MM  
times  
2015 Tax Rate: \$11.56  
equals  
**New Growth Taxes: \$1.7MM**

# Update: What is the Source for the Price Appreciation?



*The BoS asked on February 13, 2017 for additional backup information regarding Wellesley's poor home price appreciation even though virtually all peer towns have review bylaws*

	Avg. Sales Price: 2011	Avg. Sales Price: 2015	% Change	Bylaw
Newton	\$833,433 (464)	\$1,163,047 (518)	39.5%	Y
Brookline	\$1,337,636 (152)	\$1,847,351 (163)	38.1%	Y
Belmont	\$757,527 (144)	\$1,003,977 (146)	32.5%	Y
Lexington	\$724,522 (271)	\$957,239 (280)	32.1%	Y
Concord	\$782,056 (152)	\$1,017,164 (160)	30.1%	Y
Carlisle	\$633,302 (43)	\$818,735 (50)	29.3%	N
Needham	\$676,037 (210)	\$859,659 (253)	27.2%	Y
Natick	\$438,119 (264)	\$552,536 (296)	26.1%	Y
Winchester	\$788,406 (167)	\$993,931 (208)	26.1%	Y
Wayland	\$574,463 (111)	\$704,383 (159)	22.6%	N
Wellesley	\$1,023,838 (225)	\$1,210,562 (258)	18.2%	N
Sudbury	\$636,296 (164)	\$704,106 (221)	10.7%	Y
Lincoln	995,719 (36)	\$1,065,283 (42)	7.0%	Y
Weston	\$1,342,000 (93)	\$1,436,556 (111)	7.0%	Y

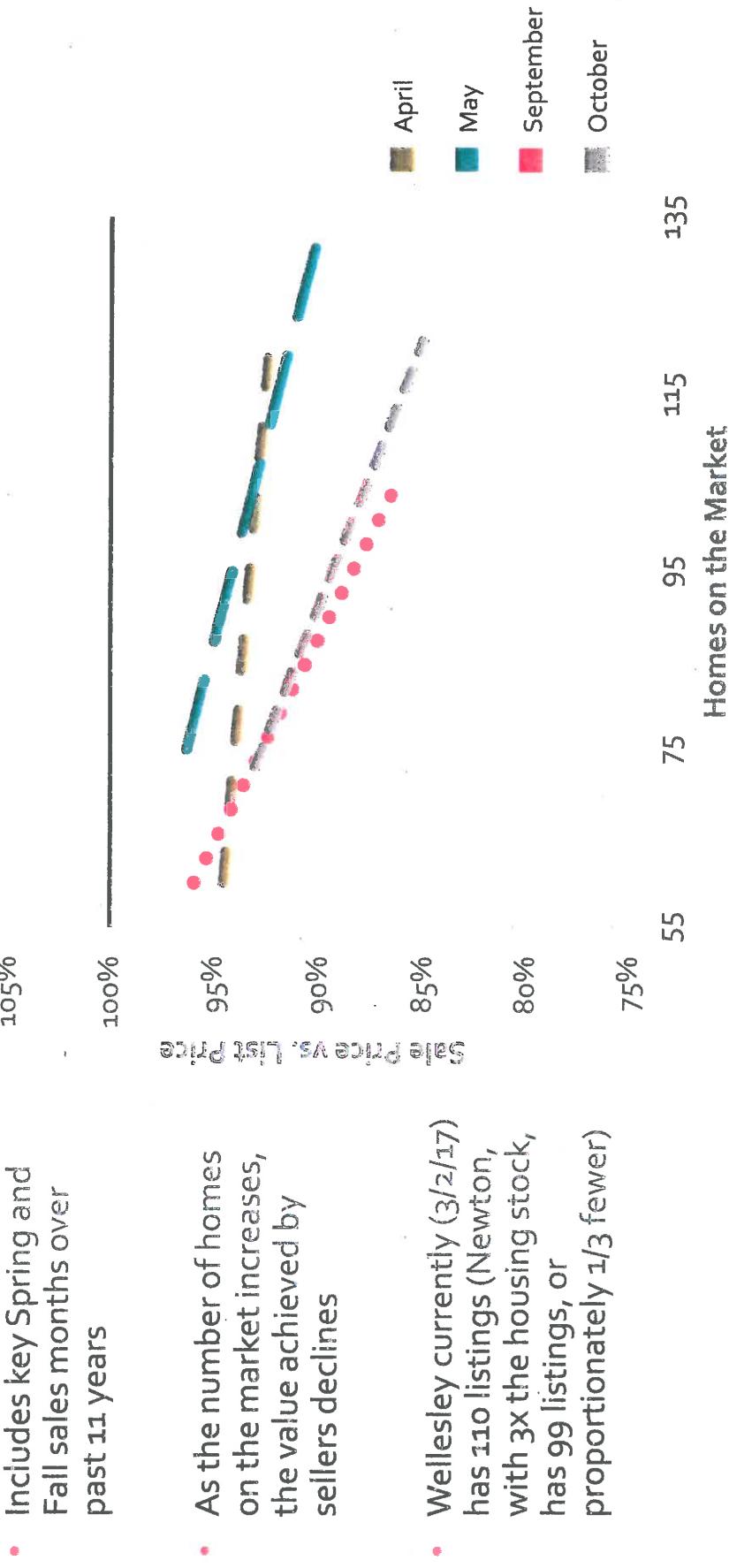
*Note: Only includes non-new construction (built <2000); Source: MLS*

# Update: The Greater the Inventory (Supply) the Worse the Sale Price



Wellesley property owners are *harmed* by the excessive developer-built homes; with a large number of homes for sale (110 currently), existing property owners face downward price pressure

**Houses Sold, 2006 - 2016**  
Sales vs. List Price (vs. Inventory)

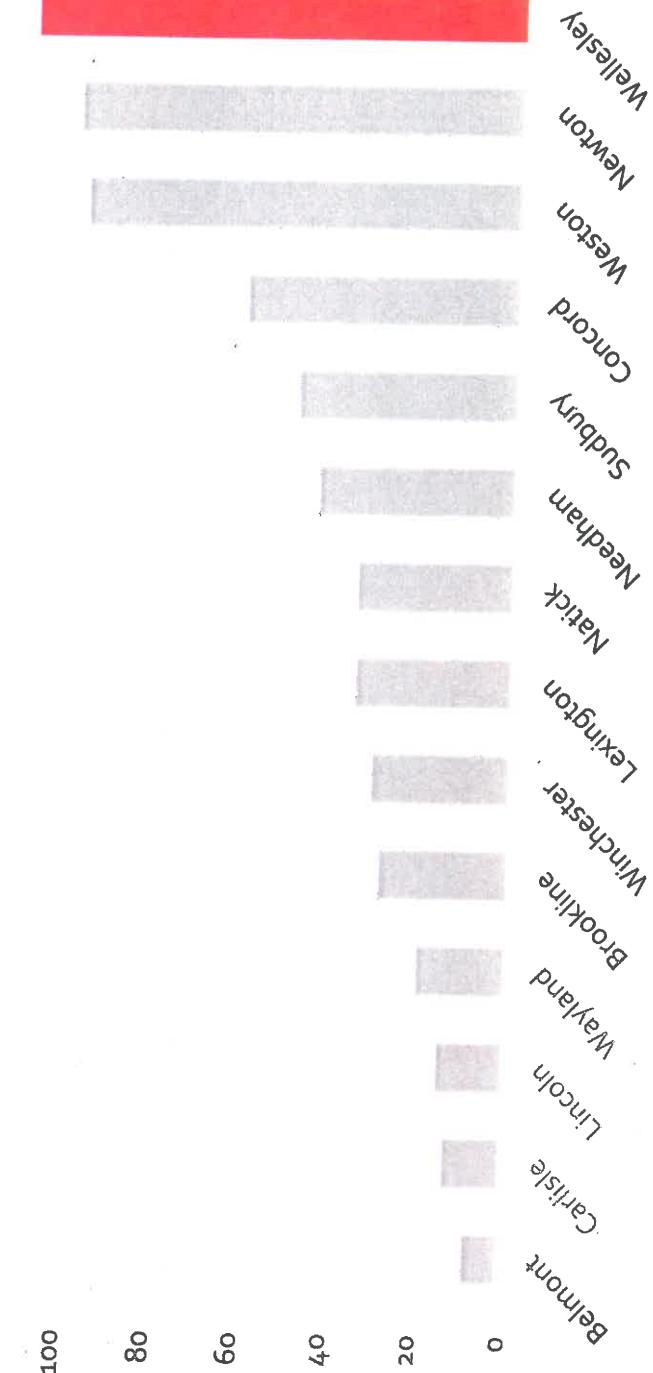


# Update: The Greater the Inventory (Supply) the Worse the Sale Price



*There are more homes for sale in Wellesley than any of its peer towns – the greater the supply, the greater the competition and the less homeowners have been able to make the past 11 year*

Number of Homes For Sale (Peer Towns)



Note: All homes for sale as of March 2, 2017  
Source: MLS

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**Town-Wide Financial Plan for 2017 Annual Town Meeting  
Submitted by the Board of Selectmen**

March 7, 2017

Dear Town Meeting Members:

We are pleased to submit this report on the Town-Wide Financial Plan (TWFP). This report provides summary financial information for the current fiscal year (FY17), the proposed budget for FY18, and projected financial information for the years FY19-21.

**Overview**

The Board of Selectmen, working with other Town officials, has developed a balanced-budget proposal for the next fiscal year (FY18, or the year beginning July 1, 2017). This proposal assumes modest levels of revenue and spending growth. Spending growth is approximately in line with prior TWFP projections and the budget guidelines issued last fall.

The amount of reserves used to balance the budget (\$4.4 million) is higher than in previous years and reflects a one-time addition to address some specific cash capital needs. Despite this usage, the reserve levels will remain within the reserve policy guidelines, primarily because of additional savings arising from the Town's health insurance initiatives.

At the time of this writing, negotiations are ongoing with all of the Town's unions (excluding schools). The results from these negotiations may further impact the proposed FY18 budget and we will provide an update on this matter at Town Meeting.

Looking forward, we are projecting deficits in the \$2.7-\$5 million in each of the next three fiscal years (FY19-21), depending on the growth in the school budget and increases in health insurance costs. We continue to work with the Schools to improve long-range financial forecasts and look for saving opportunities associated with enrollment decline. The current health insurance plans for all Town employees expire 6/30/18 and will need to be collectively bargained. The potential long-term impact of health insurance costs is of concern, and unclear at this time. We are investigating opportunities to smooth fluctuations in cash capital spending between years, and our process for setting budget guidelines needs to better plan for cash capital spending, at least for those departments that have high, recurring levels of such spending.

Town Meeting will also be asked to appropriate funds for several debt-funded projects. The most significant of these projects are the School Security Project and the Reconstruction of Cliff Road. All of the debt-funded projects are to be funded with inside-the-levy borrowing. Because of the Town's conservative approach to amortizing debt, debt service costs will remain level compared with FY17. The Town has proactively managed its debt by containing costs on construction projects and applying savings to other projects so as to reduce future borrowing costs. A good example of this is the Tolles Parson Center.

Longer-term, we are continuing to monitor the scope, cost and timing of the work related to the renovation and/or replacement of the Hardy, Hunnewell and Upham elementary schools (also referred to as "HHU"). This project will be subject to a debt exclusion, and our preliminary projections suggest the peak median tax bill impact of this work could approach \$1,228 per year. No significant appropriation request related to HHU is planned for the upcoming Town Meeting. It is likely that this project(s) will materially impact tax bills in FY21, if a debt exclusion for construction is approved in FY20. It is also important to note that the impact of HHU debt service on property tax bills will be offset by ongoing declines in the level of debt service related to prior projects.

Also on the horizon are two projects related to the maintenance and renovation of the historic Town Hall. The capital plan recognizes \$8.0 million in FY19 for exterior renovations and the design of interior work. At this time the interior renovation is not included in the capital plan and an estimate of cost has not been developed.

Even if the assumptions that were used to achieve a balanced budget in FY18 are maintained, it is likely that a Proposition 2½ override will be required in FY19 of approximately \$2.7 million. Growth in the School budget, health insurance costs and cash capital remain the biggest drivers of cost growth. The School budget is nearly twice the size of all of the other departmental budgets combined, and school officials project it to continue to grow at a higher annual rate than we have included in this projection. School officials have indicated that the rate of growth that they believe is necessary is 4.0%, and they've also asked us to model a 4.5% increase in expenses. Further analysis of these details are included in the Looking Ahead to FY19 – 21 section of this report.

### **Key Financial Planning Issues**

Each year, the Selectmen and their staff update the TWFP with input from all of the Town's departments, Boards and Committees. As part of this process, the Selectmen are particularly mindful of the need to:

- Pay the full cost of the Town's current operations;
- Proactively address emerging issues;
- Protect the Town against material risks;
- Preserve the Town's assets; and
- Plan for the long-term.

As in prior years, the key issues impacting the Town's financial planning include:

- Growth in personnel costs;
- Employee benefit costs; and
- Facilities and other capital needs.

A short discussion of each of these items follows.

#### **Growth in personnel costs**

The largest recurring item in the year-over-year growth of the Town budget is the cost of wage increases for existing employees. The vast majority of Town employees are unionized, and their annual wage increases are the subject of collective bargaining. At the time of this writing, Town

officials are negotiating successor collective bargaining agreements with a number of the Town's unions. The following table summarizes the status of the Town's largest union contracts:

Union	Employees	Settled Through	FY18 Increase
Teachers	519	6/30/2019	1.5% with 2.0% on top step
DPW Production	67	6/30/2017	In Negotiations
School Secretaries	41	6/30/2016	Unit A 2%/Unit B 1.5%
School Custodians	46	6/30/2017	In Negotiations
MLP Production	16	6/30/2017	In Negotiations
DPW/MLP Supervisors	8	6/30/2017	In Negotiations
Library Association	49	6/30/2017	In Negotiations
Firefighters	53	6/30/2017	In Negotiations
Police Patrolmen	30	6/30/2017	In Negotiations
Superior Officers	9	6/30/2017	In Negotiations
Dispatchers	10	6/30/2017	In Negotiations

In addition to the general wage increases noted above, the union contracts also provide for "step" increases for teachers and other employees who have not yet reached the top step, and "lane" increases for teachers as they achieve additional academic degrees. The Teachers' contract provides for 16 steps and the value of each step increase is approximately 4.2%. The DPW Production, Police Patrolmen and Firefighters contracts provide for 4-6 steps, and an average step increase of 5.3-5.6%. Thus, it is not unusual for employees who have not reached the top step to receive total annual wage increases in the range of 7-8%.

Each year the cost of step increases is partially offset by savings resulting from the retirement or termination of employees who are replaced by new employees at a lower step level. Thus, in departments with steps, the changing composition of the work force has an effect on the budget over time. In the case of the School Department, the average experience level of teachers has increased incrementally over the past ten years. Currently approximately 50% of the teachers are at top step, and the balance are still moving on steps. These factors have contributed to the greater growth of the School budget along with increases in special education costs, in comparison to other departments' budgets.

The conclusion of bargaining with respect to the open union contracts may necessitate further budget adjustments. A provision for the potential cost of the Town union settlements has been included in the current balanced budget proposal, as these settlements will require Town Meeting approval.

#### Employee benefit costs

Employee benefit costs total \$28.1 million in FY18 (17% of the Town's total budget) and during the past 10 years this has been the fastest growing component of the overall Town budget. The principal components of this cost are:

- Health insurance premium costs for active and retired employees - \$15.7 million
- Pension plan contribution - \$6.6 million
- Other Post-Employment Benefits (OPEB) funding - \$3.4 million

The Town procures health insurance for active employees and retirees through the West Suburban Health Group (WSHG), a consortium of 8 towns and 2 educational entities. Health insurance is a mandatory subject of collective bargaining, so the Town cannot unilaterally make plan design changes.

The Municipal Health Insurance Reform legislation passed by the State in 2011 established a process by which municipalities could transition active employees and retirees to the Group Insurance Commission (GIC), without the need for traditional collective bargaining. By transitioning to the GIC, municipalities can take advantage of that entity's market leverage, greater flexibility (the GIC can make plan design changes without the burden of collective bargaining) and lower premium rates. The town of Sherborn and the Keefe Tech Educational District elected to make a transition from the district effective July 1, 2016. The district initially included towns who have since either transitioned to the GIC or contracted directly with other carriers. These Towns include: Ashland, Lexington, Weston, Sudbury, and Westwood.

Prior to the 2015 Annual Town Meeting, the Selectmen negotiated an agreement with all of the Town's unions, under the terms of which the Town's percentage contribution toward the cost of the plans offered by Fallon Health was increased to 80% and the Town's contribution toward the more expensive plans offered by Blue Cross Blue Shield, Harvard Pilgrim and Tufts was reduced to 71%. In addition, the Town introduced an "opt-out" option for employees, whereby an employee receives a cash payment in exchange for withdrawing from the Town's health insurance plans (some employees have the flexibility to enroll in their spouse's health insurance plan). In exchange for these plan changes, the Town agreed not to transition to the GIC for the 3-year term of the agreement, i.e., through June 30, 2018.

As a result of the 2015 agreement, the Town initially recognized \$2 million of health insurance budget savings in the FY16 budget. The high number of employees who have either migrated to the Fallon plans, or opted-out of the Town's health insurance plans in the following years has helped mitigate the increasing cost of health insurance. As these plans will sunset on June 30, 2018, new plans must be negotiated with all of the Town's unions in the coming year, the result of which will impact the FY19 budget.

The Board will continue to monitor health insurance cost trends and work with the other members of the WSHG to control health insurance costs, while meeting our obligations to our employees and retirees.

The Town maintains a defined benefit pension plan for retired employees other than teachers (teachers participate in a similar plan operated by the State). The benefits provided by the plan are identical to those offered by other cities and towns in Massachusetts. Municipal employees in Massachusetts are not eligible for Social Security as a result of their employment with a municipality. Thus, the pension benefit is provided in lieu of a retirement allowance under Social Security. Unlike a defined benefit pension plan in the private sector, municipal employees contribute toward the cost of their pension. Any municipal employee hired after 1996 is required to contribute 9% of pay plus 2% of pay over \$30,000. Employee contributions to the Town of Wellesley's pension plan during calendar 2016 totaled \$3.5 million. These contributions are in addition to the Town's contribution, which is expected to be \$6.6 million in FY18.

The Town is also obligated to subsidize a portion of the health insurance premiums for retirees. Eligible retirees are required to enroll in Medicare and the Town pays 50% of the cost of a Medicare supplement plan and 50% of the Medicare Part B premium. This obligation is the basis for the Town's Other Post-Employment Benefits (OPEB) liability.

The following table summarizes the Town's unfunded liabilities related to pension and OPEB, based on employee service to-date:

	<u>Pension</u>	<u>OPEB</u>
<i>Valuation Date</i>	<i>1/1/2015</i>	<i>6/30/2016</i>
Accrued Liability	\$ 207,928,237	\$ 120,156,976
Actuarial Value of Assets	152,955,923	44,229,773
Unfunded Liability	<u>\$ 54,972,314</u>	<u>\$ 75,927,203</u>
<b>MV of Assets at 12/31/16</b>	<b>\$ 164,284,101</b>	<b>\$ 49,405,716</b>

The actuarial funding schedule for the pension plan, which is intended to fully fund the plan by 2030, calls for a \$.2 million increase in pension funding in FY18 (exclusive of enterprise funds). The latest actuarial valuation of the pension plan performed as of January 1, 2015 reflected an investment return assumption of 6.75%, which is more conservative than the 7% assumption used in the previous valuation. Despite this more conservative assumption, the Town's unfunded pension liability continues to decline, consistent with the funding schedule.

The latest actuarial valuation of the OPEB liability was performed as of July 1, 2016. The interest rate was adjusted to 6.75% and certain mortality assumptions were updated. The new actuarial funding schedule for the OPEB liability, which is intended to fully fund this liability by 2037, requires the Town to contribute a flat \$3.42 million each year, in addition to the increasing pay-as-you-go costs (i.e., the premium subsidies for current retirees). The \$3.42 million contribution is funded by inside-the-levy funds. With the Proposition 2½ funding exclusion expiring on June 30, 2017, the Town intends to budget this amount inside the levy through full funding in 2037. A historical table outlining the funding over the past three years and FY18 may be seen in the following table:

	<u>OPEB Funding</u>			
	FY15	FY16	FY17	FY18
Inside the levy	\$ 1,200,000	\$ 1,800,000	\$ 2,400,000	\$ 3,432,000
Exclusion	1,800,000	1,200,000	600,000	
	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>\$ 3,432,000</u>

While this funding transition has put pressure on the Town budget, the new scheduled inside-the-levy contribution has been leveled to avoid affecting balancing the annual budget

Unlike many other communities, Wellesley is fully funding the ARC (Annual Required Contribution), as defined in the Government Accounting Standards Board pronouncements related to OPEB. As a result, the Town is allowed to discount the unfunded OPEB liability using an assumed market rate of return, whereas communities that are not funding the ARC are required to use a risk-free rate of return. As new accounting rules applicable to municipalities take effect, which will require municipalities to report pension and OPEB liabilities on their balance sheet, Wellesley's proactive funding approach will favorably distinguish our community.

#### Facilities and other capital needs

At the upcoming 2017 Annual Town Meeting, appropriations will be requested for the following capital projects:

- Conversion of Street Lights to LED – Transfer from MLP and other Sources (Article 15)
- Town Hall Envelope Restoration Project - Design - \$895,505 (Article 17)
- School Security Project Construction - \$2,553,469 – (Article 18)
- Fire Station Floor – Transfer of outside funds to Facilities Budget (Article 19)
- Reconstruction of Cliff Road - \$2,470,000 (Article 20)
- Hunnewell Field Maintenance/Restroom Facility Project - \$300,000 (Article 21)

The cost amounts shown for the above projects are detailed estimates. Bids for the construction projects are currently being solicited and the final appropriation amounts will be presented at Town Meeting. The Town Hall envelope project is an estimate for the design phase mutually developed between the Permanent Building Committee and Facilities Maintenance Department.

The Street Light project will be managed by the MLP; the Town Hall and school security project will be addressed together by PBC and FMD; FMD will manage the Fire Station Floor; and the Hunnewell Field Maintenance/Restrooms projects will be managed by the DPW. All of the other projects will be funded with inside-the-levy borrowing or transfers from existing sources of funds.

The situation with respect to other facilities needs is summarized as follows:

- Renovation/replacement of Hardy, Hunnewell and Upham elementary schools - Multiple Statements of Interest (SOIs) have been filed with the Massachusetts School Building Authority (MSBA) with respect to these schools, but to date, the Town has not received a favorable response. At some future date, Town officials may elect to begin addressing the needs of these schools without MSBA support. For purposes of the TWFP, we are projecting the total cost of this work to be \$2 million in FY19 for a feasibility study, followed by approximately \$104 million, to be incurred during the period FY18-22 for construction.
- Middle School Infrastructure (\$6.1 million) - A 2014 study of the Middle School identified the need to replace significant portions of the HVAC secondary distribution system. In addition, a number of classroom doors and certain cabinetry need to be replaced, and portions of the brick masonry need to be re-pointed.
- Town Hall Renovations – The capital plan envisions a project in FY19 to construct the renovations to the exterior of Town Hall including some associated Massachusetts Architectural Access Board (MAAB) handicap accessible improvements of \$6.0 million. Following that, a design of interior renovations would be proposed at an anticipated cost of \$2.0 million. The basis of the interior renovations design will be a feasibility study included in the FMD's FY18 cash capital budget. At a future date, the interior of Town Hall will need to be addressed to bring it fully into compliance with all ADA requirements, and to address workspace shortages and the efficiency of the space for each office in the building.

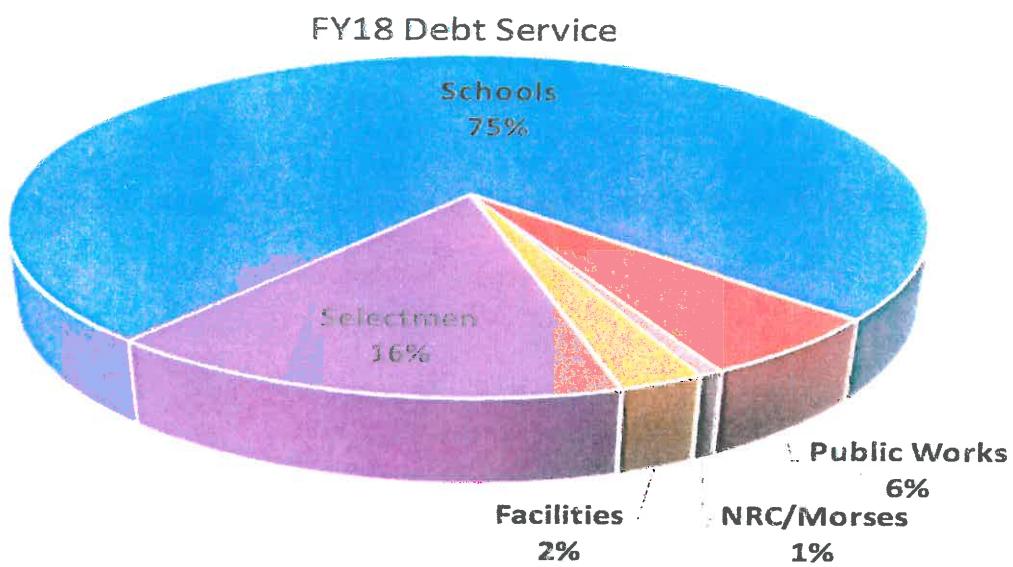
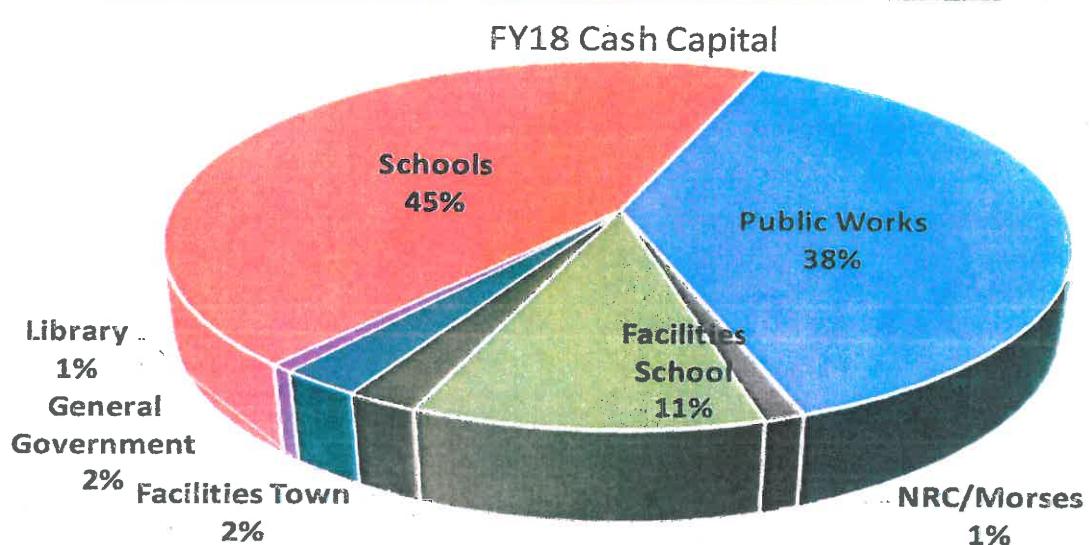
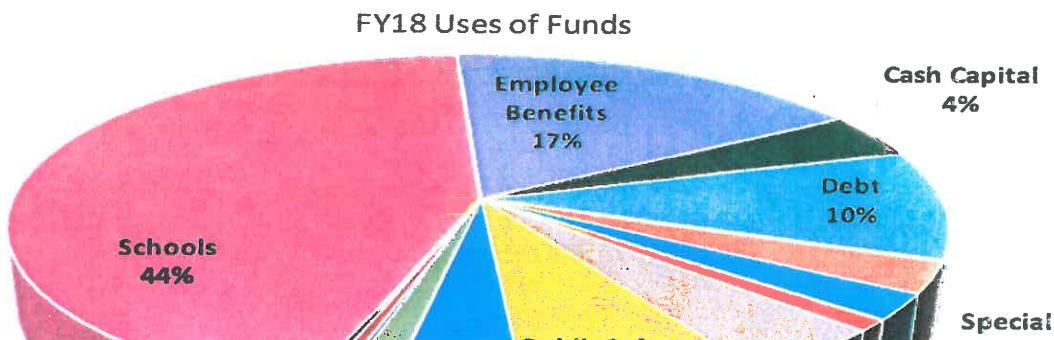
Further details regarding these and other capital projects are detailed in the Five-Year Capital Budget Program attached as Exhibit C.

#### FY18 Budget

The proposed FY18 budget request is summarized in the following table (more complete versions of the FY18 Sources & Uses are presented in Exhibit I and Appendix B, which appear later in this book).

	<u>FY17</u> <u>Budget</u>	<u>FY18</u> <u>Request</u>	\$	%
			<u>Inc/(Dec)</u>	<u>Inc/(Dec)</u>
<b><i>Sources of Funds</i></b>				
Taxes	\$ 118,580,284	\$ 123,394,791	\$ 4,814,507	4.1%
State Aid	9,513,302	9,707,668	194,366	2.0%
Local Revenue	10,382,296	11,778,000	1,395,704	13.4%
Free Cash	2,667,450	4,375,826	1,708,376	64.0%
Other Sources	1,656,874	1,720,573	63,699	3.8%
CPA Funds	1,475,400	854,275	(621,125)	-42.1%
CPA to offset debt	548,944	553,244	4,300	0.8%
Exempt Debt	12,324,555	12,187,364	(137,191)	-1.1%
<b>Total Sources</b>	<b>\$ 157,149,105</b>	<b>\$ 164,571,741</b>	<b>\$ 7,422,636</b>	<b>4.7%</b>
<b><i>Uses of Funds</i></b>				
School	\$ 69,524,633	\$ 72,208,148	\$ 2,683,515	3.9%
Other Town Departments	35,424,959	36,164,427	739,468	2.1%
Employee Benefits	26,304,938	28,149,225	1,844,287	7.0%
Cash Capital	5,152,079	6,703,374	1,551,295	30.1%
Debt Service (inside Levy)	3,649,455	4,000,000	350,545	9.6%
Other Uses	4,219,543	4,605,959	386,416	9.2%
Exempt Debt	12,873,498	12,740,608	(132,890)	-1.0%
<b>Total Uses</b>	<b>\$ 157,149,105</b>	<b>\$ 164,571,741</b>	<b>\$ 7,422,636</b>	<b>4.7%</b>
<b><i>Surplus/(Deficit)</i></b>	<b>\$ -</b>	<b>\$ (0)</b>		

**Sources of Funds:** The 4.1% increase in Taxes reflects the allowed growth in the levy limit (2.5%) and \$1.85 million of new growth. The 2% increase in State Aid reflects the budget proposed by Governor Baker, that takes into account the revenue assumptions jointly agreed to by the Governor and the legislature. In future years, the increases remain modest so as to assume slow but steady growth in the State's fiscal situation. The 13.4% increase in Local Revenue is a reflection of conservative numbers in fiscal 2017. The decrease in excluded debt service arises from the Town's practice of amortizing most debt on a "level principal" basis, enabling the Town to manage its year-to-year budget increases in a more predictable manner.



**Uses of Funds:** The 3.86% increase in the School budget reflects the cost of contractual step, lane and cost-of-living increases and higher special education costs. The 2.1% increase in Other Town Departments is consistent with the wage increase levels recommended by the Human

Resources Board. The 30.1% increase in cash capital is largely attributable to an increase of over \$1.2 million in school capital to address some of the reductions made in FY17 to balance the budget. There is also an increase of \$64,500 or 83.77% in NRC Capital for several items, the most significant of which is comprehensive pond improvements.

The Town is also anticipating appropriation requests to fund the following items using Free Cash that are non-recurring in nature:

Supplemental FY17 and FY18 appropriations

- \$200,000 for current year snow and ice removal costs
- \$12,089 for unpaid bills
- \$112,000 for Injured on Duty transfers
- \$140,500 for land takings
- \$27,500 salary for .5 Planner (Dependent on passage of ATM Article 41 to support the Historical Commission to manage the Demolition Delay Bylaw)

**Reserves**

Mindful of the need to maintain sufficient financial reserves to support the Town's favorable AAA bond rating, we continue to carefully monitor the level of revenues and expenses versus budget, and the resulting impact on reserve levels.

Of particular concern are the balances in the Town's Stabilization Fund (a separate reserve fund) and the balance of Free Cash. Under Massachusetts Department of Revenue (DOR) rules, these are the reserve balances specifically available for appropriation by Town Meeting for any lawful purpose. Appropriations from the Stabilization Fund require a two-thirds vote by Town Meeting, whereas appropriations from Free Cash require a majority vote. The total of Stabilization Fund balances as of June 30, 2016 was \$3.5 million and we do not anticipate any requests for appropriations from this fund. The level of Free Cash, as certified by the DOR, was \$11.8 million as of July 1, 2016.

The following chart summarizes the changes in Free Cash for the years FY12-16:

<b><i>Free Cash</i></b>	<b><u>FY12</u></b>	<b><u>FY13</u></b>	<b><u>FY14</u></b>	<b><u>FY15</u></b>	<b><u>FY16</u></b>
<i>Beginning of year</i>	\$ 8,439,070	\$10,499,623	\$10,950,782	\$10,336,925	\$ 8,831,500
<i>Uses</i>	(3,112,757)	(3,630,881)	(3,987,715)	(4,867,591)	(3,601,830)
<i>Net Free Cash generated</i>	5,173,310	4,082,040	3,373,858	3,362,166	6,628,512
<i>End of year</i>	\$10,499,623	\$10,950,782	\$10,336,925	\$ 8,831,500	\$11,858,182

Free Cash is "generated" by revenues in excess of budget, budget "turn-back" (amounts budgeted but not spent), and other timing differences. The Town's ability to generate Free Cash has enabled the rebuilding of the Town's financial reserves, and funded a number of operating and capital investments, as reflected in the "Uses" quantified above. The potential for generating additional Free Cash in FY17 is an important factor in our evaluation of the proposed use of these reserves to help balance the FY18 budget.

The following chart summarizes an initial projection of the Town's reserve balances at June 30, 2016:

	<u>Amount</u>
<b><i>Reserves as of 6/30/2016</i></b>	
Free Cash	\$ 11,858,182
Stabilization fund	3,271,285
Injured-on-duty Stabilization Fund	387,888
	<hr/> \$ 15,517,355
<b><i>Sources and (Uses) of Reserves in FY17</i></b>	
Supplemental FY17 appropriations (Article 7)	
- Snow & ice removal	(200,000)
- 3 unpaid bills	(12,089)
- Owner unknown Parcels (article	(140,500)
- PT Planner for Demolition delay	(27,500)
- Fund IOD from free cash - catch up	(112,000)
- Add back to reserve	112,000
-stabilization interest	50,000
Balance FY18 budget (Article 8)	(2,583,737)
One time smoothing of cash capital	(1,500,000)
Estimated FY17 reserve change from operations	<hr/> 2,200,000
<b><i>Estimated Reserves as of 6/30/17</i></b>	
	<hr/> \$ 13,303,529
<b>FY18 Revenue</b>	<b>\$ 144,868,459</b>
<b>% of Revenue</b>	<b>9.18%</b>

(Note: Amounts appropriated from Free Cash serve to reduce the Free Cash balance during the year of appropriation vs. the year of the related expenditure.)

The Town's Financial Reserves Policy calls for the sum of the balances in the Stabilization Fund and Free Cash to be maintained in the range of 8-12% of budgeted operating revenues. Reserves in excess of 8% but less than 12% may be used to stabilize tax rates, meet anticipated capital needs, and to avoid or defer an override.

Based on the above projection, Wellesley's reserves at June 30, 2017 would remain slightly above 9%. The estimated FY17 reserve growth is largely attributable to the Town's conservative budgeting and greater than anticipated savings from recent health insurance initiatives. It is also important to note that the Town's financial position is reinforced by the Town's proactive approach to funding the pension and OPEB liabilities.

### Looking Ahead to FY19-21

For purposes of projecting the Town's Sources and Uses of funds for the years FY19-21, we have used a range of assumptions in order to aid in the decision making process about whether or not the Town needs to plan for an override. The base assumption mirrors the budget guidelines established for the FY 18 budget and are as follows:

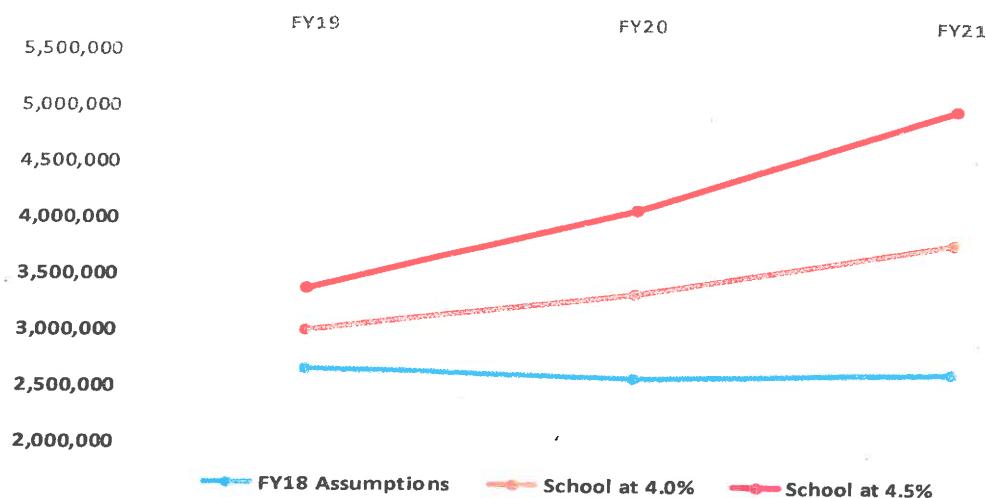
- Levy growth 2.5% plus \$1.6 million of new growth
- State aid & local revenue 2%
- Use of Free Cash \$2.5 million/year
- School budget 3.5%
- Other Town departments. 2.5%
- Pension Per approved funding schedule
- Health insurance 7%
- Other employee benefits 2.5%

There are two differences in the assumptions for these years from the FY 18 budget:

- An additional \$1.5 million from Free Cash was used to address various capital needs that is not factored in these future years
- The projection for growth in health insurance numbers has been increased from 5.0% to 7.0% based upon our experience over the past several years with medical and prescription drug trends

Given the relative size of the School budget, the assumption regarding the growth in School spending has the greatest impact. The schools have indicated to us that their ability to provide the level of services expected is difficult within this guideline, and they have predicted that a more reasonable level of growth would be at a minimum 4.0%, and ideally, 4.5%. It remains to be seen how changes in enrollment may impact these predictions. Therefore, the chart below shows:

Description	FY19	FY20	FY21
FY18 Assumptions	2,651,187	2,580,996	2,645,807
School at 4.0%	3,012,227	3,330,155	3,811,689
School at 4.5%	3,373,268	4,082,925	4,988,835



Based on these assumptions and no overrides, we are projecting deficits in the range of \$2.7-5.0 million over the years' FY19-21, depending on the growth of the school budget. This is in addition to the debt exclusion that will be placed on the ballot over the next few years which will have the effect of increasing taxes to fund the construction of the HHU schools. Further details regarding these projections are provided in Exhibit II. We will continue to refine these projections over the next few weeks and provide an update at Town Meeting. The projected deficits underscore the need for further planning to better balance service expectations against taxpayers' willingness to pay. Reducing or eliminating these deficits without an override would require some combination of lower rates of spending growth, renegotiation of the health plans that reduces those costs, a targeted use of Free Cash if available, and/or further growth in revenues.

The following table is a roll-forward projection of the median tax bill (i.e., the tax bill for a home valued at \$1,032,000) for the period FY17 – FY21:

**Median Tax Bill**

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Prior year median tax bill	\$ 12,167	\$ 12,328	\$ 12,574	\$ 13,183	\$ 13,625
Levy growth	304	308	314	330	341
Override	-	-	250	-	-
Hardy/Hunnewell/Upham	-	-	135	136	180
Middle School Infrastructure	-	-	58	(1)	(1)
Other debt exclusions	(88)	(7)	(149)	(22)	(130)
OPEB funding exclusion	(56)	(56)	-	-	-
Current year median tax bill	<b>\$ 12,328</b>	<b>\$ 12,574</b>	<b>\$ 13,183</b>	<b>\$ 13,625</b>	<b>\$ 14,014</b>
% Increase	1.3%	2.0%	4.8%	3.4%	2.9%

For discussion purposes, we have included a \$2.7 million Proposition 2½ override in FY19 to help reduce the projected deficits. No decisions have been made regarding such an override, and further planning work and discussions need to be held in the coming months on this issue.

This Town-Wide Financial Plan is a continual work-in-progress and we will provide further updates on these matters at Town Meeting.

We would like to express our sincere appreciation to all of the Town boards and their respective staffs for their cooperation in working with us to create a plan that will ensure the continued financial health of our community.

Sincerely yours,

Marjorie R. Freiman, Chair  
Ellen F. Gibbs, Vice Chair  
David Murphy, Secretary  
Jack Morgan  
Barbara D. Searle

**Exhibits:**

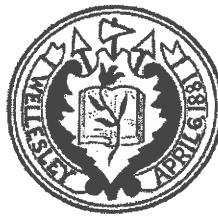
- I - FY18 Summary Sources & Uses of Funds
- II - Projected Sources & Uses of Funds

Appendices appearing later in this book:  
B – FY18 Detail Sources & Uses of Funds  
C – Five Year Capital Budget Program



TOWN OF WELLESLEY.

MASSACHUSETTS



**WARRANT  
for the  
SPECIAL TOWN MEETING  
April 3, 2017**

**ADVISORY COMMITTEE PUBLIC HEARING (WARRANT ARTICLES)**  
March, 22, 6:30 P.M. at Town Hall

Commonwealth of Massachusetts  
Norfolk, ss.

To any Constable of the Town of Wellesley in the County of Norfolk.

**GREETINGS:**

In the name of the Commonwealth aforesaid you are hereby required to notify the qualified voters of said Town of Wellesley to meet in the

**Wellesley Middle School Auditorium  
50 Kingsbury Street  
APRIL 3, 2017**

at 7:00 P.M. at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members, in accordance with Chapter 202 of the Acts of 1932, and amendments thereto, and subject to the referendum provided thereby.

**ARTICLE 1  
Board of Selectmen  
Town Reports**

To see if the Town will vote to choose a Moderator to preside over said meeting and to receive reports of town officers, boards and committees, including the Report of the Advisory Committee; or take any other action in relation thereto.

**ARTICLE 2**  
**Board of Selectmen**  
**900 Worcester Street**

To see if the Town will vote to:

- (1) authorize the Board of Selectmen to enter into one or more leases of certain parcels of town-owned land located at 900 Worcester Street for the purposes of constructing a recreational facility on such terms and conditions, including dollar amounts, as said Board deems to be in the Town's interest;
- (2) amend the Zoning Bylaw by adding a new section, Section XIVI. Commercial Recreation Overlay District, to allow for the grouping of commercial recreational uses into a planned facility on specific project areas as follows:

**SECTION XIVI. COMMERCIAL RECREATION OVERLAY DISTRICT.**

**A. Purpose**

The purpose of this bylaw is to establish an overlay zoning district which allows for the grouping of commercial recreational uses into a planned, integrated facility, including related services and commercial uses, by establishing standards for the placement, design, and construction of high quality, planned recreational facilities to enhance the diversity of recreationally based commercial attractions and the overall quality of life within the Town of Wellesley.

**B. Applicability**

The District shall be shown on the Zoning Map of the Town of Wellesley, Massachusetts and shall be considered as overlaying other existing zoning districts. This overlay zoning district shall not prohibit the development of uses or property consistent with the applicable underlying/base zoning district.

**C. Use Regulations**

In the Commercial Recreation Overlay District, the following specified uses shall be allowed, as prescribed; such uses shall be allowed in conjunction with other uses of the property:

**1. Permitted Uses**

- a. Commercial Recreation Facility, a use where recreation activities are conducted entirely indoors, in one or more buildings, for commercial purposes, with or without seating for spectators, and providing accommodations for a variety of individual, organized, or franchised activities and/or sports, including, but not limited to, ice skating and hockey, swimming and diving, and field sports. Such facility may also

provide other regular organized or franchised events, health and fitness club facilities, snack and concession facilities, retail sales of related sports, health or fitness items, and other support facilities. Ancillary office and conference facilities may be provided, the total floor area of which shall not exceed 10% of the total gross floor area of the building in which such facilities are located. A Commercial Recreation Facility shall be subject to the following requirements, which shall control in the event of conflict between the requirements set forth below and those set forth in the underlying zoning district in which the facility(ies) is located and/or in other applicable sections of the Zoning Bylaw:

i. Minimum Lot or Development Area:

No Commercial Recreation Facility shall be developed or conducted on a lot or Development Area, as defined in Section IA, containing less than five (5) acres.

ii. Setback/Yard Requirements:

Front Yard: The front yard depth shall be at least 30 feet;

Side Yard: Each side yard shall have a depth of at least 20 feet; provided, however, that where the lot abuts a lot located in the Conservation District or Single Residence District zoning district, the side yard depth shall not be less than 50 feet.

Rear Yard: The rear yard depth shall be at least 40 feet; provided, however, that where the lot abuts a lot located in the Conservation District or Single Residence District zoning district, the rear yard depth shall not be less than 50 feet.

iii. Building Height:

Building height, as regulated in Section XX, Heights of Buildings or Structures, shall not exceed a maximum of 50 feet.

iv. Floor Area Ratio:

Floor Area Ratio shall not exceed a maximum of 0.39.

v. Open Space/Lot Coverage:

The minimum required Open Space shall be 40%.

vi. Signage:

Signs shall comply with the requirements of Section XXIIA, Signs, and, for the purposes of regulation under such section, this District shall be considered to be a Commercial District Fronting Worcester Street as defined therein.

vii. Off-Street Parking; Required Parking:

Off-street parking shall comply with the requirements of Section XXI, Off-Street Parking, except that within such section there is no required parking established for this District or use, therefore, the required parking for this use shall be one space for every 3 permanent spectator seats, which shall include folding bleachers that are attached to buildings, but not less than one space per 1,000 square feet of floor area of buildings.

b. Any similar indoor recreational use not listed above may be allowed with the issuance of a special permit, as hereinafter provided in Section XXV, Special Permit Granting Authority, after the determination by the Special Permit Granting Authority that the proposed use is similar to one or more of the uses specifically authorized in this Section.

D. Project Approval

The provisions of Section XVIA. Project Approval. shall apply.

(3) amend the Zoning Map of the Town of Wellesley, Massachusetts by overlaying the new Commercial Recreation Overlay District on the parcel located at 900 Worcester Street (Assessor's Parcel ID# 192-10) totaling approximately 341,802 square feet: and.

(4) authorize the School Department to enter into one or more contracts, leases or licenses with the Owner and operator of the athletic facility located at 900 Worcester Street; :

Or take any other action in relation thereto.

And you are directed to serve this warrant by posting attested copies in not less than two conspicuous places in the Town and by causing this warrant to be posted on the Town of Wellesley website ([www.wellesleyma.gov](http://www.wellesleyma.gov)).

Hereof fail not and make due return of this warrant and your doings thereon unto the Town Clerk at or before the time of holding said meeting.

Given under our hands this 6th day of March 2017.

Board of Selectmen

---

Marjorie R. Freiman, Chair

---

Ellen F. Gibbs, Vice-Chair

---

David L. Murphy, Secretary

---

Barbara D. Searle

---

Jack Morgan

A true copy, \_\_\_\_\_

Attest: Constable, Town of Wellesley

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Wellesley, MA March \_\_\_, 2017

I have this date caused the within warrant to be served by posting two copies in two conspicuous places in the Town, *i.e.*, the Town Hall and Wellesley Square, and causing the warrant to be posted to the Town of Wellesley website.

#### **10. Local Initiate Program – 978 Worcester Authorization**

Included in your packet is a memo from Meghan Jop providing background on this development and the seven units of affordable housing being constructed as part of it. This requires an act of the board to approve the agreement and execute it.

**MOVE** to execute the Local Action Unit application for Wellesley Place.



TOWN OF WELLESLEY



MASSACHUSETTS

**BOARD OF SELECTMEN**

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

MARJORIE R. FREIMAN, CHAIRMAN  
ELLEN F. GIBBS, VICE CHAIRMAN  
DAVID L. MURPHY, SECRETARY  
BARBARA D. SEARLE  
JACK MORGAN

FACSIMILE: (781) 239-1043  
TELEPHONE: (781) 431-1019 x2201  
[WWW.WELLESLEYMA.GOV](http://WWW.WELLESLEYMA.GOV)  
HANS LARSEN  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

DATE: March 1, 2017  
TO: Board of Selectmen  
FROM: Meghan Jop  
SUBJECT: 978 Worcester Street – Local Initiative Program

Attached for your review and authorization are the forms for the Local Initiative Program. This program is the Dept. of Housing and Community Developments (DHCD) method to add affordable housing units that have been created through local municipal action, namely for the Town – Inclusionary Zoning.

The 978 Worcester Street project is nearing completion. As part of the Zoning Bylaw's provisions for Inclusionary Zoning the site had to produce 7 affordable housing units. These units have been constructed within the 36-unit apartment complex on the rear of the site. To verify compliance with the zoning and the State's Affordable Housing statutes, the applicant worked with DHCD to prepare a Regulatory Agreement to run with the land in perpetuity. The Regulatory Agreement describes the affordability components and pricing for the rental units. As part of this project, the Town, once verified with DHCD, will receive 36 units on our Subsidized Housing Inventory. This is the last step in the process.

On October 17, 2016, Robert Kenney of the Wellesley Housing Development Corporation, signed off on the Regulatory Agreement and Local Initiative Program Application. The applicants, Wellesley Place, must now seek sign off from the Selectmen.

I have been working closely with DHCD and the housing consultant hired by Wellesley Place, Maureen O'Hagen, over the past several months and believe the Town is in a position to sign off on the application and recommend the Board approve the LIP application at their meeting on March 6, 2017.



*your resource for Affordable Housing*



## Wellesley Place Wellesley, MA Marketing and Outreach Plan

### Introduction

Wellesley Place is a new 36-unit rental development. Eight units are designated affordable to eligible tenants. The marketing and minority outreach for Wellesley Place will be grass roots in nature focused on the surrounding area.

The units will be distributed based upon criteria established by DHCD. Seven of the eight units will be distributed by lottery to eligible tenants. The town accepted payment in lieu of one affordable unit. The unit mix for the 7 lottery units are four 1 bedroom units and 3 two bedroom units. Two of the one bedroom units are handicap accessible. All units are adaptable. The units will be distributed in one lottery through three pools: Local, Open and Handicap.

The objective of the marketing program is to identify a sufficient pool of applicants for the affordable units through advertising and outreach. Based upon the lottery results, all applicants would have their proper rank in the lottery pool. This will enable us to quickly determine who would have the first opportunity to rent a unit.

Potential Tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

Potential Tenants with disabilities are entitled to request a reasonable accommodation in rules, policies, practices or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

What follows is a list of activities and materials we intend to utilize in marketing the upcoming availability of affordable units, processing of the applicants and our attempts to reach out to the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area and area minority populations.

### General Information

Wellesley is located 13 miles west of Boston. Principal highways are State Routes 9, 16 and 135 and Interstate 95 and State Route 128. Commuter rail service to Back Bay and South Station from 3 station in Wellesley; Wellesley Square, Wellesley Hills and Wellesley Farms. Wellesley is a member of the MBTA.

Wellesley Place LLC and the Town of Wellesley have worked together to provide affordable housing opportunities at Wellesley Place. The project will provide 36 affordable one and two bedroom rental units, by lottery, to eligible tenants.

Located at 978R Worcester Street in Wellesley, Wellesley Place consists of 36 one and two apartments. The affordable 4 one bedroom units range in size from 760-985 sq. ft. and the 3 two bedrooms are 1,260 sq. ft.

Surface parking is available at no charge. Garage parking is available for a monthly fee. Pets are allowed, per the pet policy. This is a smoke free building. In unit washers and dryers are provided.

Rental Units are calculated affordable for persons earning up to 80% of the area median income and a utility allowance, based on the Wellesley Housing Authority, has been deducted. The rents based on the 2016 income limits and Wellesley Housing Authority 2016 Utility Allowance as follows:

Boston-Cambridge-Quincy, MA-NH HUD Metro FMR	Household Size	80% of Adjusted Median Family Income	Monthly Income	Max Rent (30% of monthly income)	Utility Allowance	Final Rent
1 Bedroom	2	\$58,450	\$4,870	\$1,461	\$31	\$1,430
2 Bedroom	3	\$65,750	\$5,479	\$1,643	\$43	\$1,600

Wellesley Place will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements, are described in this plan. MCO Housing Services, of Harvard, MA, has been contracted. MCO Housing Services has been providing lottery services to developers and municipalities for over 20 years; within the last ten years MCO Housing Services has managed over 50 affordable housing homeownership and rental lotteries. In addition to the lotteries MCO Housing Services has provided consultant services to local municipalities.

#### Marketing and Outreach Plan

Application availability will be announced, with a minimum of two ads, in the West Zone of the Community Newspaper which includes the *Wellesley Townsman, the local paper*. We will work closely with the *Wellesley Townsman*, to have an article placed to ensure awareness of the project and the available affordable housing opportunity.

Minority outreach will be conducted with ads in *El Mundo*, the *Bay State Banner* and *Sampan*. Placement of notices on the local cable station and town website will be pursued. An email to town employees and school employees will also be undertaken. A mailing will be sent to local social service organizations. A listing on the CHAPA [www.massaccesshousingregistry.org](http://www.massaccesshousingregistry.org) website will also announce the application availability.

Language assistance will be made available to applicants, upon request, at no charge.

MCO Housing Services will post Wellesley Place lottery information and application on line at [www.mcohousingservices.com](http://www.mcohousingservices.com). Applications can be requested through MCO Housing Services by phone, email or may be picked up at the Wellesley Town Hall, Public Library or Wellesley Place Leasing Office located at 978 Worcester Street. MCO Housing Services can be reached at:

MCO Housing Services  
 P.O. Box 372  
 Harvard, MA 01451  
 (978) 456-8388  
 FAX: (978) 456-8986  
[lotteryinfo@mcohousingservices.com](mailto:lotteryinfo@mcohousingservices.com)

A local Public Information Meeting will be scheduled at the Town Hall or other wheelchair accessible local venue where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed.

A confirmation letter or email will be sent to each eligible applicant, who mailed in a complete application, with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant's privacy.

#### **Eligibility Criteria for Rental Units**

1. Income can not exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

Household Size	1	2	3	4
Max Allowable Income	\$51,150	\$58,450	\$65,750	\$73,050

(Note: This represents 80% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-4 people. This income limit is subject to change based upon DHCD updating.)

2. The calculation of income will include an imputation of .06% of the value of total household assets which is added to a household's income. Assets include checking and savings accounts, investment accounts, CD's, retirement, etc. Assets divested at less than full market value within two years prior to application will be counted at full market value when determining eligibility.
3. Potential tenants may not own another home, including homes in a Trust. The affordable unit must be their principal, full-time residence.

All applicants will be pre-screened for eligibility prior to the lottery. The lottery application will be used to determine income eligibility to lease an affordable unit. An applicant, with an opportunity to lease will also need to complete a Lease Application, through the Leasing Agent, and go through the leasing process as determined by the Leasing Agent, which may include credit screening, landlord and/or CORI check. Applicants will not be offered a unit until they pass the Leasing Office screening. Although a tenant may be eligible to participate in the lottery if they do not pass the Leasing Office Screening they will not be able to lease a unit.

Annually each affordable tenant will go through an eligibility review. Approximately 90 days before lease renewal current affordable residents will need to provide updated financial documentation which will be reviewed for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of household size median income. Annually tenants will be recertified for eligibility. Once household income exceeds 140% of the maximum allowable income and after the end of current lease the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

\*\*\*All applicants will need to provide complete financial documentation.

#### **Household Size**

In all cases, preference for one bedroom units will be for households that require one bedroom.

Preference for the two bedroom units will be for households who require two bedrooms. Second preference for households requiring a one bedroom unit.

Unit preferences are based on the following:

1. There is a least one occupant per bedroom.

2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

#### Local Preference

Five of the seven units will be available for applicants meeting at least one of the following Local Preference Criteria:

- Current Wellesley Resident
- Currently employed by the Town of Wellesley or the Wellesley School Department
- Employees of local Wellesley businesses or with a bonafide offer of employment
- Households with children attending the Wellesley School System, such as METCO students

#### Lottery Process

The units will be distributed through three lottery pools; Local, Open and Handicap. All of the applicants will be pulled at the time of the lottery. This will establish the rankings for the distribution of units meaning, for example, the first 2 applicants drawn for a one bedroom unit have the first opportunities to lease provided they are approved by the Leasing Office. If applicants are not approved by the Leasing Office they will not be able to lease at Wellesley Place.

#### Accessible/Adaptable Units

All units are adaptable. There are two one bedroom accessible units. These units will be distributed through a handicap pool. Applicants with a disability may request reasonable accommodations or modifications of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

#### Minority Consideration

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 27%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the general pool until the percentage in the local pool closely approximates the percentage in the surrounding HUD-defined area. Applicants not selected for the local pool would then be included in the Open Pool. All applicants will be entered into both pools for which they qualify; applicants in the local preference pool should also be included in the open pool.

#### Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services will act as Monitoring Agent in determining applicants' income eligibility. The annual tenant eligibility certification will be conducted by MCO Housing Services or the Leasing Office.

**Rental: Opening Waiting Lists, Re-Marketing or Continuous Marketing**

MCO Housing Services will incorporate the following DHCD guidelines in opening rental waiting lists, re-marketing or continuous marketing for rental units at Wellesley Place in Wellesley:

Although owner/management agent standards for opening waiting lists or re-marketing to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the waiting list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants as was needed to fill the previous year's vacancies.

**a. Minimum Application Period**

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

**b. "First Come, First Served"**

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

**c. Continuous Marketing/Persons with Disabilities**

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

**Summary**

We believe this outreach program will ensure that the Town of Wellesley and the surrounding communities will be notified of the available opportunities and the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Wellesley to incorporate local requests and ideas.

## 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 \_\_\_\_\_, 2017 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Wellesley ("the Municipality"), and Wellesley Place, LLC, a Massachusetts 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 has constructed a rental housing development known as Wellesley Place, located at the rear of a 2.3 acre site on 978 Worcester Street 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 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

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 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 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.

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) 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 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.

(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 breach of a material provision of such lease.

(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). 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 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 or 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, 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.

(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 under 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 or manager of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the 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.

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.

(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. Minicucci, 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 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 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 of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of 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 to Regulatory Agreement attached hereto and made a part hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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

DEVELOPER

Wellesley Place, LLC

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

Its:

*Michael Caur*  
*Manager*

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 Wellesley, ss.

February 10, 2017

On this 10 day of February, 2017, before me, the undersigned notary public, personally appeared Michael Caur, proved to me through satisfactory evidence of identification, which were Massachusetts Drivers License, to be the person whose name is signed on the preceding document, as Manager of the Wellesley Place LLC [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.



*Margaret M. Harding*

May 2016

## CONSENT TO REGULATORY AGREEMENT

The Undersigned being the holder of a mortgage on the above described Project recorded with the Norfolk County Registry of Deeds in Book 32473, Page 392 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: Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

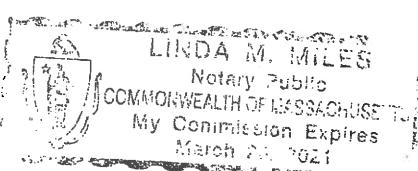
February 15, 2017

On this 15<sup>th</sup> day of February, 2017, before me, the undersigned notary public, personally appeared Karen Kozlowski, proved to me through satisfactory evidence of identification, which were Passport and driver's license, to be the person whose name is signed on the preceding document, as Vice President of Middlesex County Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Linda M. Miles  
 Notary Public

Print Name: LINDA M. MILES

My Commission Expires: March 26, 2021



**EXHIBIT A**

Re: Wellesley Place LLC  
(Project name)  
Wellesley, MA  
(City/Town)  
Wellesley Place, 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 Lots 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	\$N/A	\$N/A
One bedroom units	\$1,430.00	\$31.00
Two bedroom units	\$1,600.00	\$43.00
Three bedroom units	\$N/A	\$N/A
Four bedroom units	\$N/A	\$N/A

## 11. Old/New Business

### Other Documents:

The Board will find documents the staff is not seeking action on, but is for informational purposes only. Please find the following:

- ❖ Letter from Public Records Division regarding Ron Alexander Records Requests
- ❖ Letter from the Boston Athletic Association transmitting a check for \$61,500 to the Town which is the marathon's contribution to the Town
- ❖ Letter of Commendation from Lynne Dillon – Officer Chris Cunningham and ACO Sue Webb





**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Public Records Division

Rebecca S. Murray  
*Supervisor of Records*

March 2, 2017

Meghan C. Jop, AICP  
Assistant Executive Director of  
General Government Services  
Town of Wellesley  
525 Washington Street, 3<sup>rd</sup> Floor  
Wellesley, MA 02482

Dear Ms. Jop:

I have received your petition on behalf of the Town of Wellesley (Town) to charge for time spent segregating or redacting public records in responding to requests made by Ronald Alexander for legal invoices. G. L. c. 66, § 10(d)(iv). As required by law, the municipality furnished a copy of this petition to the requestor. G. L. c. 66, § 10(d)(iv)(2).

The Supervisor of Records (Supervisor) may approve a petition from a municipality to charge for time spent segregating or redacting or to charge in excess of \$25 per hour, if the Supervisor determines that 1) the request is for a commercial purpose; or 2) the fee represents an actual and good faith representation by the municipality to comply with the request. G. L. c. 66, § 10(d)(iv).

In rendering such a decision, the Supervisor is required to consider the following: a) the public interest served by limiting the cost of public access to the records; b) the financial ability of the requestor to pay the additional or increased fees; and c) any other relevant extenuating circumstances. Id.

#### *Analysis*

The statute sets out a two-prong test for determining whether the Supervisor may approve a municipality's petition to allow the municipality to charge for time spent segregating or redacting records or to charge in excess of \$25 an hour for the provision of public records. The first prong is whether the request for records was made for a commercial purpose. Id. It is my determination that this request was not made for a commercial purpose.

The second prong of the test is whether the fee represents an actual and good faith representation by the municipality to comply with the request. The Supervisor must consider 1)

Meghan C. Jop, AICP  
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March 2, 2017

if the fee is necessary such that the request could not have been prudently completed without the redaction or segregation or fee in excess of \$25 per hour; 2) the amount of the fee is reasonable; and 3) the fee is not designed to limit, deter or prevent access to requested public records. Id.

*Requests for legal invoices for Fiscal year 2015 and Fiscal year 2016*

In the Town's petition dated February 23, 2017 you explain Mr. Alexander made several requests related to legal invoices. One such request was for legal invoices for Fiscal year 2015 (FY15) and Fiscal year 2016 (FY 2016). Mr. Alexander's most recent request for FY15 invoices was on January 16, 2017, in which he confirmed he was withdrawing his previous request for these records. Mr. Alexander's most recent request for FY16 invoices was on January 16, 2017, in which he confirmed he was withdrawing his previous request for these records.

You further state "the Town redacted Town Counsel's invoices for FY15 and FY16 and has since provided those documents to Mr. Alexander at no charge" (emphasis in original). You also explain it took the Town "one (1) hour for locating responsive documents and five (5) hours for redaction" of the FY15 and FY16 legal invoices.

*Requests for legal invoices for October and November 2016*

Mr. Alexander requested legal invoices for the months of October and November 2016. Mr. Alexander's most recent request for October and November 2016 invoices was on January 27, 2017, in which he confirmed he was withdrawing his previous request for these records.

You state the "Town has since provided copies of Town Counsel invoices from October and November 2016 to Mr. Alexander at no charge" (emphasis in original). You explain the "Town required ten (10) minutes to locate Town Counsel invoices from October 2016 and November 2016, and thirty (30) minutes were spent reviewing and redacting those documents."

*Requests for legal invoices for September 2016*

Mr. Alexander requested legal invoices for the month of September 2016. Mr. Alexander's most recent request for September 2016 invoices was on February 15, 2017, in which he confirmed he was withdrawing his previous request for these records.

*Requests for legal invoices for July and August 2016*

Mr. Alexander requested legal invoices for the months of July and August 2016. Mr. Alexander's request for September 2016 invoices was on February 15, 2017.

*Requests for legal invoices for December 2016*

Mr. Alexander requested legal invoices for the month of December 2016. Mr. Alexander's request for September 2016 invoices was on February 16, 2017.

Meghan C. Jop, AICP  
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*Combining of all requests for legal invoices*

The Town explains "Mr. Alexander has already received Town Counsel invoices from FY15, FY16, October 2016 and November 2016. In responding to those four (4) requests, the Town spent a total of six (6) hours and forty (40) minutes locating, reviewing and redacting responsive documents." You state "[t]he Town did not request authorization to charge for those documents, but provided them to Mr. Alexander free of charge because it had originally estimated that production would take two (2) hours."

The Town requests that it "be given credit for the six (6) hours and forty (40) minutes of time the Town has provided to Mr. Alexander free of charge and that all of Mr. Alexander's requests for Town Counsel invoices be considered together for purposes of setting a fee estimate." The Town would like "the work already performed to be counted as the initial two (2) hour period that must be provided free of charge, and for permission to charge for the time required to respond to new, related requests."

*Fee estimate*

The Town is seeking to charge a total fee of \$58.33 for the production of records responsive to Mr. Alexander's requests for legal invoices from July, August, September, and December 2016.

A municipality may assess a reasonable fee for the production of a public record except those records that are freely available for public inspection. G. L. c. 66, § 10(d). The fees must reflect the actual cost of complying with a particular request. Id. A maximum fee of five cents (\$.05) per page may be assessed for a black and white single or double-sided photocopy of a public record. G. L. c. 66, § 10(d)(i).

Municipalities may not assess a fee for the first (two) 2 hours of employee time to search for, compile, segregate, redact or reproduce the record or records requested unless the municipality has 20,000 people or less. G. L. c. 66, § 10(d)(iii). Where appropriate, municipalities may include as part of the fee an hourly rate equal to or less than the hourly rate attributed to the lowest paid employee who has the necessary skill required to search for, compile, segregate, redact or reproduce a record requested, but the fee shall not be more than \$25 per hour. Id. However, municipalities may charge more than \$25 per hour if such rate is approved by the Supervisor of Records under a petition under G. L. c. 66, § 10(d)(iv).

A fee shall not be assessed for time spent segregating or redacting records unless such segregation or redaction is required by law or approved by the Supervisor of Records under a petition under G. L. c. 66, § 10(d)(iv). See G. L. c. 66, § 10(d)(iii); 950 CMR 32.06(4).

Based on its experience previously providing legal invoices, the Town estimates it will take "fifteen (15) to twenty (20) minutes" for the Town to produce each month of responsive invoices. Therefore, it estimates "a total of between sixty (60) and eighty (80) minutes necessary

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March 2, 2017

for locating and redacting responsive documents."

With respect to the hourly rate used, the Town explains "[d]ue to the nature of Town Counsel's work, Town Counsel invoices often contain information that is protected from disclosure. Moreover, because much of the protected information contained in legal invoices requires both knowledge of the law and knowledge of the facts surrounding Town Counsel's work, Town Counsel, or an associate in Town Counsel's office, is the lowest paid employee with the requisite knowledge for redacting legal invoices." You indicate the Town Counsel's office will bill the Town at a rate of \$160.00 an hour for an associate's time.

However, instead of seeking to charge the rate of \$160.00 an hour or your rate of \$61.97 an hour, the Town is seeking to charge an hourly rate of \$50.00 an hour. You explain this is "less than one-third of the Town's actual cost for producing documents responsive to Mr. Alexander's requests." The total fee of \$58.33 is comprised of seventy (70) minutes to locate and redact the records, which the Town explains "represents an average of the times described above that were required for locating and redacting similar documents," at a rate of \$50.00 an hour.

I find that in light of the similarity of the subject matter of the requests, as well as the time period in which these requests were made, Mr. Alexander's requests for legal invoices may be combined for purposes of providing this fee estimate. Given that the Town indicates it spent six (6) hours and forty (40) minutes previously producing responsive records, it may assess a fee for the time in excess of two (2) hours. G. L. c. 66, § 10(d)(iii).

In addition, the Town has met its burden to explain how, given the nature of the responsive records, the request could not prudently be completed without redaction, segregation or fee in excess of \$25 per hour. See G. L. c. 66, § 10(d)(iv). Therefore, I find the Town's estimate of seventy (70) minutes at a rate of \$50.00 an hour to be reasonable. Accordingly, it is my determination that given the nature of the requests and the explanation in its February 23<sup>rd</sup> fee petition, the Town has met its burden to establish the fee of \$58.33 is reasonable and appropriate.

The Town has also demonstrated that the fees are not being levied to limit, deter, or prevent access to records, nor are the fees a result of charging the requestor a premium due to poor records management practices by the Town. This is particularly true in light of the fact that the Town already provided many of the responsive records at no charge.

#### *Considerations*

The Supervisor is required to consider the public interest served by limiting the cost of public access to the records. While the public benefits by minimal fees, if any, for the provision of public records, the Public Records Law allows for municipalities to recoup certain costs associated with responding to public records requests. G. L. c. 66, § 10(d). Given the nature of this request, the public interest is not limited by the assessing of search and segregation fees.

Meghan C. Jop, AICP  
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March 2, 2017

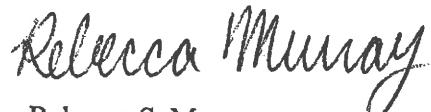
Additionally, the Supervisor must consider the financial ability of the requestor to pay the additional or increased fees and any other relevant extenuating circumstances. This office has not received any documentation relative to the financial inability of the requestor to pay.

***Conclusion***

Based on the scope of the requests and the reasonable fees requested by the Town, I will allow the Town to charge for search and segregation fees and charge in excess of \$25 an hour for the provision of the requested records. However, this allowance is limited to seventy (70) minutes at the rate of \$50.00 an hour, totaling \$58.33. Accordingly, the Town's petition is granted.

Please note, the requester has the right to seek judicial review of this decision by commencing a civil action in the appropriate superior court. See G.L. c. 66, §§ 10(d)(iv)(4).

Sincerely,



Rebecca S. Murray  
Supervisor of Records

cc: Ronald Alexander  
Eric Reustle, Esq.



# Boston Athletic Association

185 DARTMOUTH STREET, 6<sup>th</sup> FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

March 1, 2017

Ms. Marjorie Freiman, Chair  
Board of Selectmen  
Town of Wellesley  
525 Washington Street, 3<sup>rd</sup> Floor  
Wellesley, MA 02482

Dear Ms. Freiman:

In furtherance of a letter sent on February 19, 2016, enclosed is a check in the amount of \$61,500 representing the Boston Athletic Association's (B.A.A.) contribution to the Town of Wellesley. These funds are in support of your efforts relative to the upcoming 121<sup>st</sup> Boston Marathon to be held on Monday, April 17<sup>th</sup>.

Additionally, the Boston Athletic Association, through the support of our principal sponsor, John Hancock, continues to underwrite many of the significant expenses of logistical course support to the Marathon communities through planning and cooperation with the Massachusetts Executive office of Public Safety, and other federal, state, and local public safety agencies.

Once again, on behalf of the Boston Athletic Association, we thank you for your valued support and commitment to the B.A.A. and Boston Marathon and wish you every success on Patriots' Day weekend.

Sincerely,



Thomas S. Grilk  
Chief Executive Officer



Douglas Flannery  
Race Operations Director

Encl: a/s

CC: Blythe Robinson, Executive Director



**TOWN OF WELLESLEY** | **POLICE DEPARTMENT**  
**WELLESLEY, MA 02482** | **JACK PILECKI**  
**Telephone 781-235-1212** | **Chief of Police**

**MEMORANDUM**

**TO:** OFFICER CHRIS CUNNINGHAM  
ACO SUE WEBB

**FROM:** JACK PILECKI  
CHIEF OF POLICE

**SUBJECT:** COMMENDATION FROM LYNNE DILLON

**DATE:** FEBRUARY 27, 2017

I was pleased to see a copy of a letter which was sent to me by Lynne Dillon. She mentioned that she appreciated all of your assistance when you had to notify her that her son was in critical condition in Flagstaff Arizona after a medical emergency. She stated she was very grateful you, as well as ACO Webb as her son's dog was in Arizona and needed to get to Florida. She also appreciated the follow up call you made to her the next day.

The comments of Lynne Dillon are indicative of the level of professional services provided by the Wellesley Police Department and it is a reflection of your personal commitment.

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

**AUTHORIZED:**

A handwritten signature in black ink, appearing to read "Jack Pilecki".

JACK PILECKI  
CHIEF OF POLICE

**cc:** Board of Selectmen  
Bulletin Board  
Personnel File

---

**From:** Lynne Dillon <lfrrrd@comcast.net>  
**Sent:** Friday, February 24, 2017 3:22 PM  
**To:** Pilecki, Jack  
**Cc:** Cunningham, Christopher; DL: Board of Selectmen  
**Subject:** Resident Thank You

Dear Chief Pilecki,

I am writing to offer my praise and thanks for Officer Chris Cunningham's help on February 22. He came to my house to notify me that my son who is a long distance trucker was in critical condition in a hospital in Flagstaff, Arizona after a medical emergency. Officer Cunningham was very supportive, making the call to the hospital so that he could be sure that I would be able to speak to one of the nurses in the Intensive Care Unit. He also helped me contact my brother-in law (a doctor in Florida) so that I could receive as much information as possible. He also helped me get in touch with Officer Sue Webb since my son's dog is in Arizona and needs to get to Florida. I also want to praise and thank Officer Webb for her support and help in taking the time to check with the Police in Arizona who are caring for the dog temporarily.

Officer Cunningham called me the next day to check in with me.

Words cannot express the gratitude I have for the Wellesley Police Department. Officers Cunningham and Webb were knowledgeable, caring and supportive in my time of need and I want to thank them from the bottom of my heart.

Sincerely,

Lynne Dillon  
83 Alba Road



# Tolles Parsons Center

Construction Progress Update

March 6, 2017

































COMMANDER

KILEY

TEREX

























TOLLE PARSONS 333  
301 Remington Drive  
West Seneca, NY 14224  
  
CASTRO Construction  
CORPORATION  
65 Prince Street  
Rochester, NY 14610  
  
Contact  
Architect: 716-653-3333  
Estimator: 716-653-4440

ERA  
334  
Bobcat

















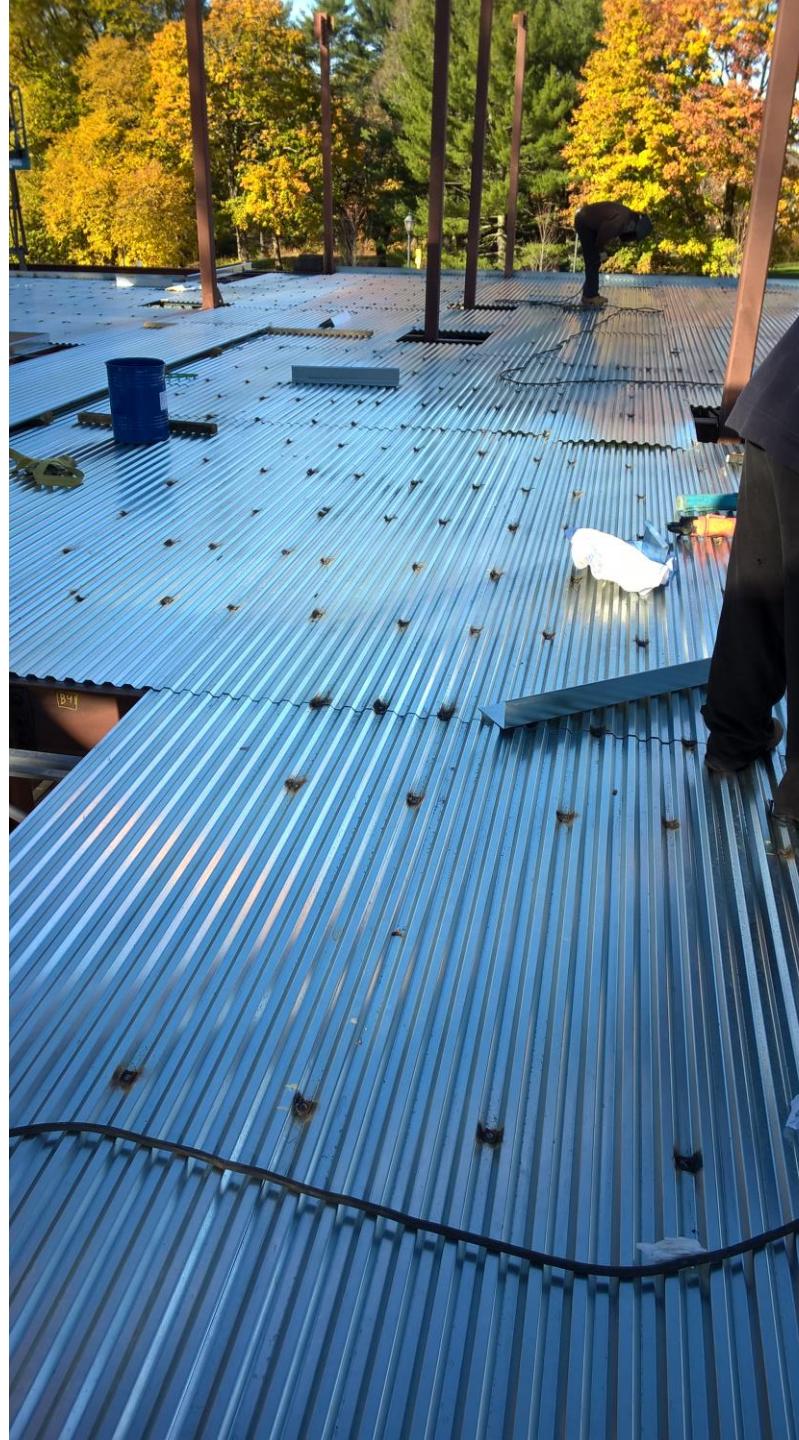














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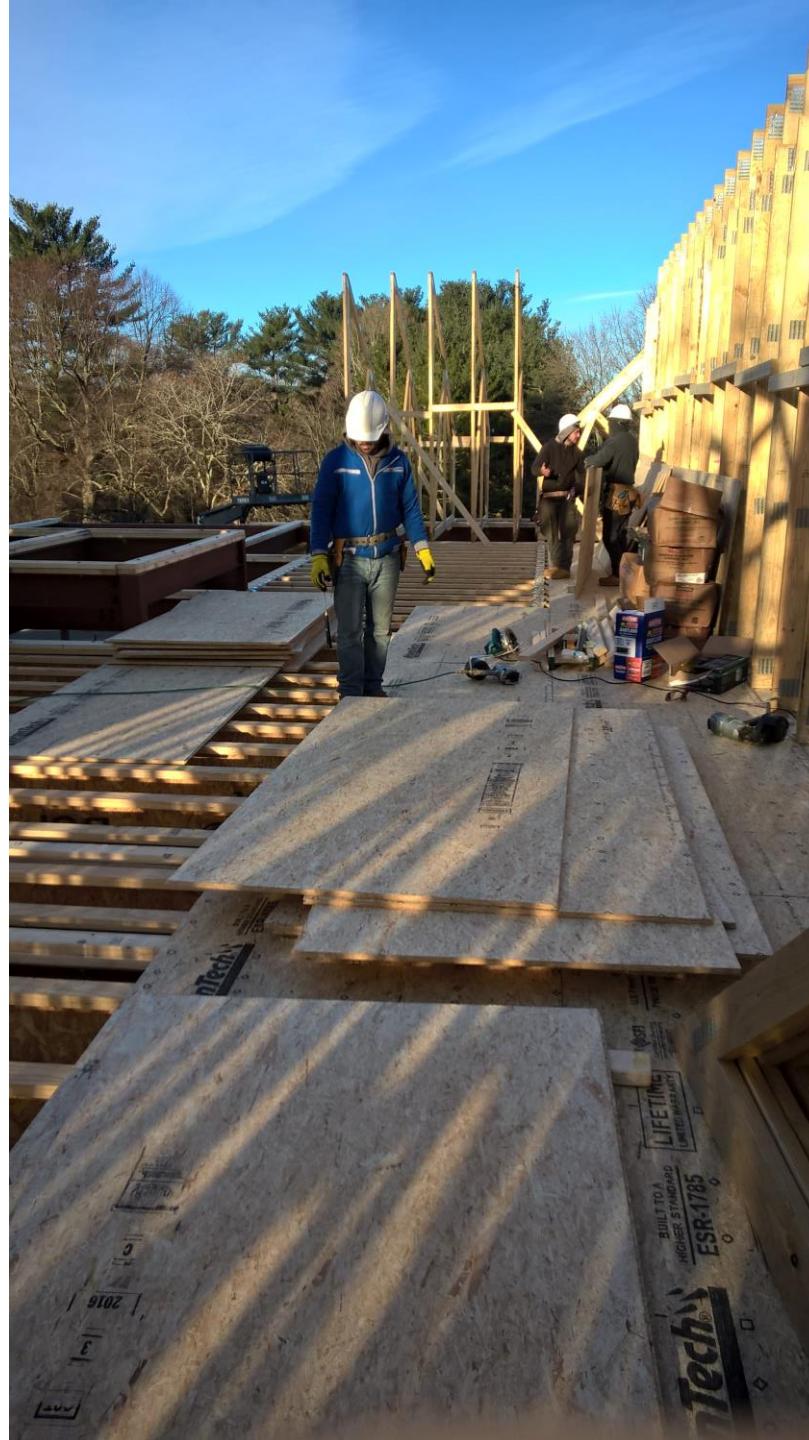
































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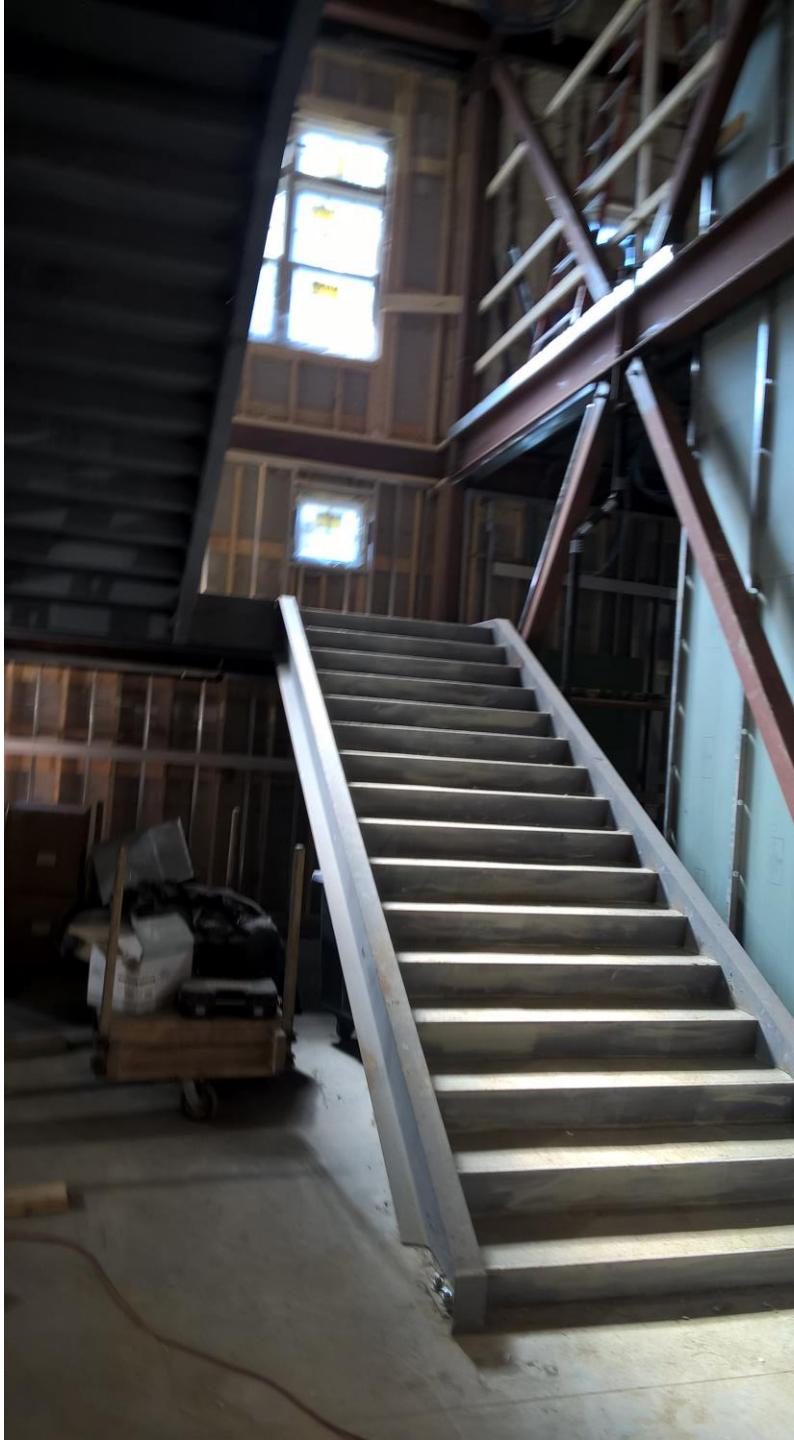




















Tolles Park  
Center