

TOWN OF WELLESLEY



MASSACHUSETTS

BOARD OF SELECTMEN

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

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 ELLEN F. GIBBS, VICE CHAIR
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FACSIMILE: (781) 239-1043
 TELEPHONE: (781) 431-1019 x2201
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 BLYTHE ROBINSON
 EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

SELECTMEN'S MEETING

TENTATIVE AGENDA

Juliani Room, Town Hall

7:00 P.M. Monday, March 20, 2017

1. 7:00 Citizen Speak
2. 7:05 Host Community Agreement – 892 Washington Street
3. 7:15 Executive Director's Update
 - Minutes
 - Babson One Day License
4. 7:20 Joint Meeting with the School Committee
 - HHU Master Plan Recommendation
5. 7:45 Annual Town Meeting Preparation
 - DPW Update on Proposed Projects
 - Consider Support on ATM Articles
6. 8:10 National Grid Petitions
 - Lathrop Road
 - Park Avenue
 - Worcester Street/Bancroft Road
 - Great Plain Avenue/Fieldstone Way
7. 8:20 Brook Street Truck Exclusion Update
8. 8:25 Wetlands FY18 Budget
9. 8:30 BOS Work Plan
 - Unified Plan Update
 - Discuss Creating Working Group – Update Budget Bylaw
10. 8:50 Old/New Business

Next Meeting Dates: Monday, March 27, Annual Town Meeting
 Tuesday, March 28, Annual Town Meeting

3/17/2017

Black regular agenda items

Board of Selectmen Calendar – FY17

<i>Date</i>	<i>Selectmen Meeting Items</i>	<i>Other Meeting Items</i>
<i>3/22 Wednesday</i>		Inter-Board Meeting Advisory STM PH
<i>3/27 Monday</i>	ANNUAL TOWN MEETING BEGINS	
<i>3/28 Tuesday</i>	<i>Annual Town Meeting</i>	
<i>4/3 Monday</i>	<i>Annual Town Meeting Special Town Meeting</i>	
<i>4/4 Tuesday</i>	<i>Annual Town Meeting</i>	
<i>4/12 Wednesday</i>	<i>Annual Town Meeting</i>	
<i>4/17 Monday</i>	Town Hall Closed – Patriots Day	
<i>4/24 Monday</i>	<i>Annual Town Meeting Cochituate Aqueduct Leases?</i>	
<i>4/25 Tuesday</i>	<i>Annual Town Meeting</i>	
<i>5/1 Monday</i>	<i>Possibly ATM Cochituate Aqueduct Leases? Great Plain Ave scope discussion Brook/Amherst? Energy Update - Allan Hebert 7:30 Brook Street Truck Exclusion Public Hearing</i>	
<i>5/2 Tuesday</i>	<i>Possibly ATM</i>	

Notes*Quarterly updates*

- *Traffic Committee (Deputy Chief Pilecki)*
- *Facilities Maintenance (Joe McDonough)*
- *Wellesley Club Dates 10/2/17, 11/6/17, 1/22/18, 3/19/18*

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1. Citizen Speak

2. Host Community Agreement - 892 Washington Street

As you are aware, this item was discussed at the meeting on Thursday, March 14th. It is on the agenda again so the board can complete its deliberations, and any interested parties from the public may have a chance to address the Board. We have included final versions of the Host Community Agreement and Conservation Restriction for action. We believe that NRC has a meeting scheduled for March 27th at which time they can take action on approving the Conservation Restriction. Town Counsel will be present at our meeting to provide information the board may need or answer questions you may have.

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "Agreement") is entered into by and between the Town of Wellesley (the "Town"), acting by and through its Board of Selectmen, and MLFS, LLC, along with his successors and assigns ("Owner") having a current notice address c/o Glenn Wood, Esq., Rubin and Rudman, 50 Rowes Wharf, Boston, MA 02110, on behalf of himself, and his successors and assigns. This Agreement represents the understanding between the Town and the Buyer (the "Parties") with respect to: 1) the commitments by the Owner in connection with the construction of a residence on the property ("Raven Hill Property"), more specifically described below and 2) a Notice of Intent to Sell Pursuant to M.G.L. c. 61A (attached as Exhibit A) and the agreement by the Town to support said development.

RECITALS

WHEREAS the Owner has contracted to purchase the Raven Hill Property, a parcel of land containing approximately containing approximately 6.95 Acres in the aggregate located at 892 Washington St, Wellesley, MA (the "Property"), and as further described in a Purchase and Sale Agreement (the "P & S") dated September 23, 2016 (attached as Exhibit A) between the seller, Raven Hill, LLC, a Massachusetts limited liability company with an address of 9 Agawam Point Road, Bourne, MA 02532 (the "Seller") and the Buyer, MLFS, LLC, a Massachusetts limited liability company with an address as aforesaid ("Buyer"); and

WHEREAS the Owner may have the right to subdivide the Raven Hill Property into two or more lots but instead proposes to develop the Raven Hill Property, in the manner shown on the plan (attached as Exhibit B) entitled: "Conservation Restriction Exhibit" for 892 Washington St, Wellesley, Mass. prepared by Hancock Associates, dated 2/8/17, Scale 1" = 40' (the "Plan"); and

WHEREAS the Raven Hill Property is subject to the Town's Right of First Refusal under M.G.L. Chapter 61A; and

WHEREAS the Town possesses a material interest in exercising its Right of First Refusal to purchase the land subject to M.G.L. c.61A and will only consider electing to forego its right at this time provided the Raven Hill Property is developed in accordance with the Plan, as set forth in Section 1 below, and in consideration of the other agreements with the Town outlined below; and

WHEREAS the permitting process for the project proposed by the Buyer is anticipated to take longer than the time by which the Town must act pursuant to M.G.L. c.61A; and

WHEREAS the parties wish to toll the time by which the Town must respond to the Seller's Notice of Intent to Sell Pursuant to M.G.L. c. 61A as provided herein; and

WHEREAS the Owner wishes to enter into this non-regulatory Agreement with the Town to memorialize its commitment through the alternate means discussed herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as set forth herein.

1. The Owner agrees that construction of new buildings on the Raven Hill Property will be limited to one single family house that is no larger than 9,000 square feet, as well as accessory improvements (including, without limitation, accessory structures such as a garage, storage area and pool house, a septic system, tennis courts, driveway and pool), in scope and nature substantially as shown on the Plan.

The Owner agrees to grant a Conservation Restriction in the form attached hereto as Exhibit C to the Town or the Town's designee, substantially in the locations identified on the Plan. This Conservation Restriction shall be provided in accordance with M.G.L. c.184, §§31-33, shall require that the Open Space be maintained in perpetuity in an open state and used for conservation, preservation of scenic vistas and private recreational use for the benefit of the Owner, and shall otherwise be on terms reasonably acceptable to the Town, Seller and the Owner, as stated in such Conservation Restriction. Said grant of a Conservation Restriction shall be conveyed to the Town (or its designee, as the Town may elect) at the time at which the Owner (or such affiliated entity through which Owner takes title) has secured all permits from the Town and other applicable authorities for Owner's planned development, as described in Section 1, simultaneously with the Town's delivery of the Notice of Non-Exercise of its Right of First Refusal on the Property and recording of the deed from Seller to Buyer in accordance with the P and S Agreement.

2. The Owner shall make a donation to the Town in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for the purpose of administering said Conservation Restriction.

3. It is intended that the driveway serving the development shall be constructed in the approximate configuration of the "Driveway" shown on the Plan, utilizing a new curb cut in the stone wall along Washington Street as shown on the Plan. The stone wall would be retained. The final design and location of the Driveway is subject to refinement during the design and permitting period. The Town acknowledges that a different configuration of the Driveway than that shown on the plan is permitted provided only that the location thereof is approved by the Wellesley Conservation Protection Committee.

4. Notwithstanding that the Owner may have rights to do so, the Owner shall not subdivide the Property pursuant to: M.G.L. c.40B, M.G.L. c.41, §§81K-GG (by right subdivision under the *Subdivision Control Law*), or any other development scheme that would otherwise be allowed or allowable under the Zoning By-laws of the Town of Wellesley. The terms of this section will survive any waiver of the Town's rights under M.G.L. c.61A (but shall not be effective if the Town fails to waive its rights as required hereunder).

5. The Seller/Owner shall withdraw the entire Raven Hill Property from M.G.L. c. 61A as a part of this transaction, but does not contemplate that the property will be conveyed from Seller to Owner until after all permits are obtained. The parties agree that the

Seller/Owner will not present a Notice of Sale or a Notice of Change in Use under M.G.L. c.61A until after the Seller/Owner has obtained all permits necessary to develop the Property in accordance with the Plan, as described in Section 1. Provided the Raven Hill Property is permitted in accordance with Sections 1-2, above, and the Conservation Restriction is provided in accordance with Section 2, the Town agrees that it will waive its right of first refusal to purchase, in the form attached hereto as Exhibit D, within 14 days after receipt of a Notice of Sale or Notice of Change in Use pursuant to M.G.L. c.61A.

6. The PARTIES respectively represent and warrant that:

- a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

7. Entire Agreement. This Agreement reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Invalidity of Particular Provisions. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, then in such event, this Agreement shall be deemed void and without recourse to the parties hereto except that any action taken hereunder shall be rescinded by the parties hereto.

10. Counterparts. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

11. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Michael D. Zehner, AICP, Planning Director
Town of Wellesley

525 Washington Street
Wellesley, MA 02482

With a copy to:

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

If to the Buyer to:

Michel Lagarde
55 Claybrook Road
Dover, MA 02030

With a copy to:

Glenn Wood, Esq.
Rubin and Rudman
50 Rowes Wharf
Boston, MA 02110

If to the Seller to:

c/o B. Paul Bushueff, Jr.
9 Agawam Point Road,
Bourne, MA 02532

With a copy to:

Andrew Rogers, Jr. Esq.
Rogers and Rogers
79 Franklin St
Framingham, MA 01702

Each of the Parties shall have the right by notice to the others to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

12. The Owner may assign their rights and obligations under this Agreement to any other party or entity with the written permission of the Town, which shall not be unreasonably withheld.

[Remainder of page intentionally left blank]

Executed as an instrument under seal this _____ day of _____, 2017.

OWNER:

By: _____
Michel Lagarde

TOWN:

TOWN OF WELLESLEY
By its Board of Selectmen

Elizabeth Sullivan Woods

Ellen F. Gibbs

Marjorie R. Freiman

Thomas H. Ulfelder

Jack Morgan

Exhibit A

Purchase and Sale Agreement

Exhibit B

Plan

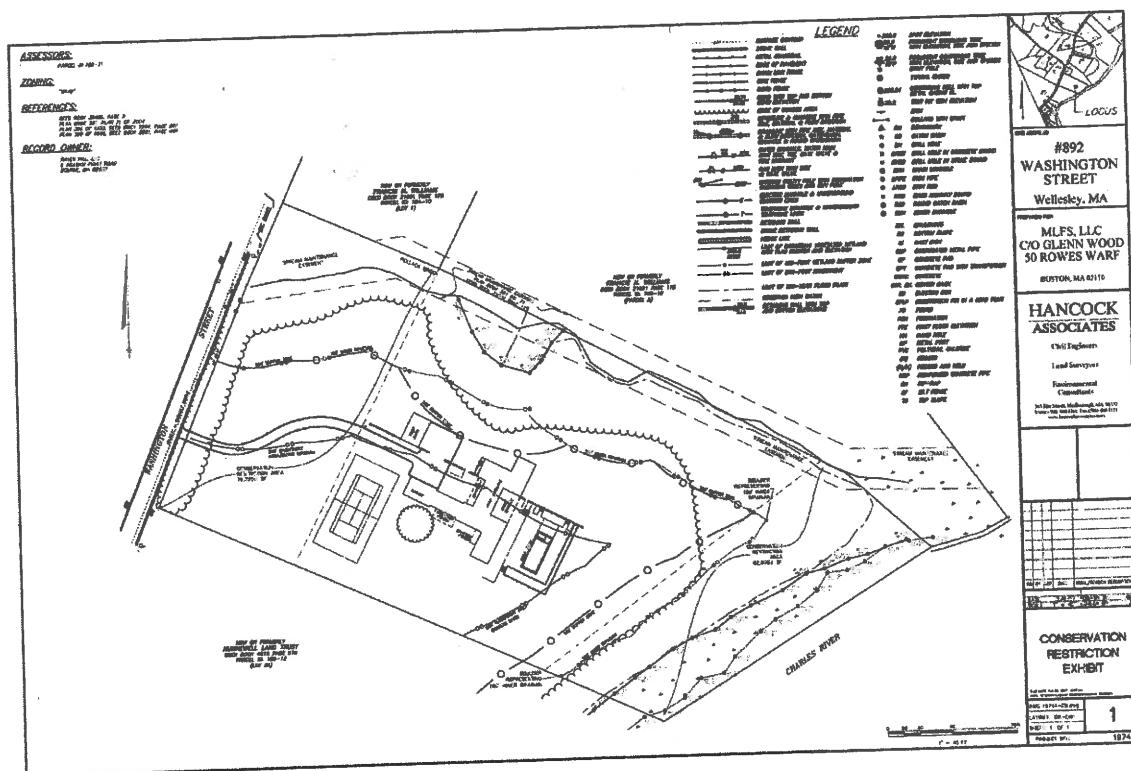


EXHIBIT C

Form Of Conservation Restriction

Exhibit D

Form of Notice of Non-Exercise of its Right of First Refusal on the Property

Grantor: MLFS, LLC
Grantee: The Town of Wellesley
Address of Property: Portions of 892 Washington Street, Wellesley, MA 02481
For title see: Book 30465, Page 9 in the Norfolk County Registry of Deeds.

CONSERVATION RESTRICTION

MLFS, LLC, a Massachusetts limited liability company, being the sole owner, for its successors and assigns ("Grantor"), hereby grants with Quitclaim covenants, to **THE TOWN OF WELLESLEY**, a Massachusetts municipal corporation having its principal office at the Office of the Board of Selectmen of the Town of Wellesley, Town Hall, 525 Washington Street, Wellesley, Massachusetts 02481, acting by and through its Natural Resources Commission, pursuant to M.G.L. Chapter 40, Section 8C, its permitted successors and assigns ("Grantee"), for One Dollar (\$1.00) consideration paid, pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction located in the Town of Wellesley, Massachusetts consisting of two (2) areas of land of approximately 78,940 and 65,050 square feet respectively ("Premises"), as more particularly described in Exhibit A attached hereto.

WHEREAS, in connection with Grantor's construction of a new residence and accessory improvements on the parcel adjoining the Premises (the "Residence"), in the Town of Wellesley, Grantor has agreed to grant a perpetual Conservation Restriction with respect to the Premises; and

WHEREAS, the Premises provide significant scenic and aesthetic value to the public as a natural area, open space and buffer zone which has not been subjected to development incompatible with said uses; and

WHEREAS, Grantor and Grantee have the common purpose of conserving the natural values of the Premises for this generation and future generations; and

WHEREAS, Grantor and Grantee seek to create this Conservation Restriction in accordance with the provisions of M.G.L. Chapter 184 §§31-33 for the purpose of retaining the Premises in a natural, scenic, and open condition; and

WHEREAS, the Conservation Restriction hereby imposed will yield significant public benefits due to the uniqueness of the Premises, and this Conservation Restriction is consistent with state and local conservation programs in the Town of Wellesley, as evidenced by the approval of the Town of Wellesley Board of Selectmen and its Natural Resources Commission and the Secretary of the Massachusetts Executive Office of Environmental Affairs.

NOW, THEREFORE, the Grantor, for itself and its successors and assigns, hereby covenants and agrees with the Grantee as follows:

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that, except as otherwise provided herein, the Premises will be maintained in its current condition in perpetuity and exclusively for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values. These values include, without limitation, those referenced above in the WHEREAS clauses.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses.

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

(1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises; provided, however, that, notwithstanding the foregoing, the following shall be permitted: (a) an 18 foot wide driveway through the Premises in approximately the location shown on the Plan attached hereto as Exhibit B (the "Plan"), which Driveway may include any and all underground utilities and telecom wires and facilities as may be needed or desired for servicing the planned Residence (the "Driveway"), (b) a Bioretention Rain Garden and related facilities in the locations shown on the Plan; and (c) a Disconnected Impervious Receiving Area as shown on the Plan.;

(2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;

(3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

(4) Cutting, removing or otherwise destroying trees, grasses or other vegetation, except as reserved in Subsection B below;

(5) Creation of a cultivated (i.e., seeded, fertilized, and maintained) lawn or formal or cultivated gardens; application. Use of fertilizers, fungicides, herbicides or pesticides will be generally prohibited in any quantity, except, that such substances may be used in accordance with generally accepted agricultural practices, as may be warranted for fruit tree maintenance or vegetable growing in the Fields;

(6) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

(7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties and except for vehicles engaged in the Wooded Area management, Field maintenance, haying and/or other permitted agricultural activities on the Premises;

(8) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises, except that modification of the curb cut entrance for the Driveway in accordance with the Plan shall be permitted, to allow for safe entry and sight lines, entrance pillars, walls on the sides of the Driveway entry area, and a mailbox;

(9) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and, except with respect to the Residence, no portion of the Premises may be used towards building or development requirements on this or any other parcel;

(10) The use of the Premises for more than limited residential recreation, or for business, residential or industrial use of the Premises (except for the Driveway serving the Residence, which shall be permitted); and

(11) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions.

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

(1) Recreational Activities. Hiking, horseback riding, fishing, boating, bird-watching and other non-motorized outdoor recreational activities, for Grantor and Grantor's invitees, that do not materially alter the landscape, and do not degrade environmental quality;

(2) Access. Except as herein stated in Section IV below, the Grantee and the public are specifically not granted the right to pass and repass over the Premises for recreational or any other purposes. Grantor specifically reserves the right to access the Charles River for recreational purposes, including installation of a dock for boating or swimming purposes (provided a permit for such dock is first obtained, as may be required by law). There shall be no lighting or utilities associated with the dock installed in the Conservation Restriction area adjacent to the Charles River.

(3) Vegetation Management. In accordance with generally accepted forest management practices, in the area to the north of the Driveway (the "Wooded Area"), selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, and for vista management, or to preserve the present condition of the Premises, including woods roads, fence lines, trails and meadows. In the areas shown as meadows and fields on the Plan (the "Fields"), in accordance with generally accepted

agricultural practices, selective haying, mowing, planting, pruning, and weeding of the fields in order to maintain their productivity and to sustain the same as open meadows and fields. Notwithstanding anything in the foregoing to the contrary, it is acknowledged that Grantor may install, support and maintain various forms of vegetation in the Fields as Grantor may elect, including vegetable growing and fruit trees, so long as the Field area is generally otherwise sustained as open fields and is not allowed to revert to forest. Grantor agrees to consult with the Town of Wellesley arborist with respect to fruit trees planted in the Fields area, (including consideration of native species), and to comply with the Town's Organic Integrated Pest Management policy regarding all vegetation and trees in the Premises. In the area along the edge of Washington Street (the "Road Edge Area"), selective removing of trees as shown on the Plan (to the extent not shown on the Plan, approval of the Town Tree Warden as to removal of any trees being deemed compliance), and removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, and for vista management.

(4) Non-native or invasive species. The control or removal of non-native or invasive species (expressly including poison ivy) in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(5) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes or conservation values (including scenic values) of this Restriction;

(6) Wildlife Habitat Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation and maintenance of bee hives, selective planting of fruit and native trees, shrubs and plant species and, in consultation with MA Natural Heritage and Endangered Species, alteration or restoration of rare or endangered species habitat.;

(7) Archaeological Investigations. The conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(8) Trails. The marking, clearing and maintenance of footpaths and the periodic suspension of such use where required work on the Trails so necessitates. Trails are to be not wider than 3 feet;

(9) Signs. The erection, maintenance and replacement of signs with respect to permitted use of the Premises, trail access (or limitations thereon), identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation purposes and values;

(10) Utility Work. Install utilities over, on and under the Premises to serve the Residence and other land and improvements now and hereafter owned by Grantor ("Grantor's Remaining Land"), as permitted pursuant to section IIA1 hereof, but, for utilities not shown on the Plan, only to the extent necessary and only to the extent such utilities cannot reasonably be

installed outside of the Premises or in the Driveway; and to trim, cutback and remove trees, vegetation and other materials to allow Grantor to effect the same; provided, however, that Grantor shall take reasonable efforts to minimize the potential extent and effect of such utility work on the Premises, and provided further that such utilities can only be installed to service the Residence improvements of Grantor, and further provided that any above ground lighting in the Premises shall occur only with the approval of the Town Planning Board pursuant to their Large House Review process.;

(11) Fences. To erect fences on the perimeter of the Premises, but only if reasonably necessary to protect persons from any hazards or dangers; and

(12) Drainage and Other Facilities. To construct detention ponds, pipes and other drainage and/or soil conservation facilities on the Premises as are necessary to serve Grantor's Remaining Land in a manner consistent with the Plan, and then only in a manner which does not materially impair the purposes or conservation values of this Conservation Restriction.

Any work undertaken in conjunction with the reserved rights shall seek to minimize disturbance within the Premises. Upon completion of any site work performed in conjunction with the reserved rights, any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work; and

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

In connection with any of the Reserved Rights reserved by Grantor in this Conservation Restriction, or work allowed or required by permits, Grantor shall be permitted to temporarily utilize motorized vehicles for rights reserved above, and temporarily place construction materials and equipment and put erosion control measures in place, as are necessary, and in locations which do not materially detract or derogate from the purposes hereof, including scenic values, during the exercise of such rights, and upon completion or discontinuance of such reserved rights, Grantor shall also remove all construction materials and equipment from the Premises, and Grantor shall, to the extent reasonably practicable, promptly restore the Premises to its condition prior to the exercise of such rights. This Conservation Restriction does not authorize any person to trespass or injure the person or property of another; and it does not excuse any person from complying with other applicable laws, regulations, by-laws or ordinances.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing, with a receipt, not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall

grant or withhold approval in writing within 30 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the conservation values or the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 30 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the notice, and provided the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or the purposes of the Premises.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no other adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations, provided Grantor ceases objectionable actions, and Grantee determines there is no ongoing diminution of the conservation values or purposes of this Conservation Restriction. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

In the event of a dispute over the boundaries of the Conservation Restriction, the Grantor shall pay for a survey to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability.

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds.

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction (determined at the time of the gift) bears to the value of the unrestricted property (at that time). Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms

of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden.

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit.

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee or be unenforceable on that account. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Norfolk County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Norfolk County Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: MLFS, LLC c/o Rubin and Rudman
50 Rowes Wharf
Boston, MA 02110
Attn: James D. Sperling

To Grantee: Board of Selectmen
Town of Wellesley
Town Hall
525 Washington Street
Wellesley, Massachusetts 02481

or to such other address as any of the above parties shall designate from time to time by written notice to the other. If the notice is returned to sender as undeliverable, notice shall be re-sent to as current an address as is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law.

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Attached hereto and incorporated herein are the following:

- (1) Signature and Acknowledgement Page for Grantor;
- (2) Signature and Acknowledgement Pages for the Natural Resources Commission acting for the Grantee;
- (3) Signature and Acknowledgement Pages for the Wellesley Board of Selectmen's Approval of the Acceptance of this Conservation Restriction Pursuant to M.G.L. Ch. 40, Sec. 8C and Approval of this Conservation Restriction Pursuant to M.G.L. Ch. 184, Sec. 32;
- (4) Signature and Acknowledgement Page for the Approval of this Conservation Restriction by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts; and
- (5) Exhibit A Describing the Premises which are subject to this Conservation Restriction.
- (6) Exhibit B showing Premises, Residence, Driveway, Fields, Meadows, and Wooded Area

[Signatures are on Separate Pages to Follow]

WITNESS the execution hereof under seal this _____ day of _____, 2017.

MLFS, LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

, ss:

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was a [] Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ on behalf of MLFS, LLC.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, was accepted by a majority of the Natural Resources Commission this _____ day of _____, 2017.

Natural Resources Commission

By: _____
Lise Olney

By: _____
Raina McManus

By: _____
Regina C. Larocque

By: _____
Heidi Kost-Gross

By: _____
Stephen G. Murphy

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was a [_____] Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the Natural Resources Commission for The Town of Wellesley.

Notary Public

My Commission Expires:

APPROVAL OF GRANT

The above Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, was approved by a majority of the Board of Selectmen this _____ day of _____, 2017.

Board of Selectmen

By: _____
Marjorie R. Freiman, Chair

By: _____
Ellen F. Gibbs

By: _____
Elizabeth Sullivan Woods

By: _____
Thomas H. Ulfelder

By: _____
Jack Morgan

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of The Town of Wellesley, hereby certify that at a public meeting duly held on _____, 2017, the Board of Selectmen voted to approve the foregoing Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, pursuant to Section 8C of Chapter 40 and Section 32 of Chapter 184 of the General Laws of Massachusetts.

Board of Selectmen

By: _____
Marjorie R. Freiman, Chair

By: _____
Ellen F. Gibbs

By: _____
Elizabeth Sullivan Woods

By: _____
Thomas H. Ulfelder

By: _____
Jack Morgan

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was a [_____] Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the Board of Selectmen for The Town of Wellesley.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of **Executive Office of Energy and Environmental Affairs** of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from MLFS, LLC to the Town of Wellesley, acting by and through its Natural Resources Commission, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Secretary of Energy and Environmental Affairs

Dated: _____, 2017

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

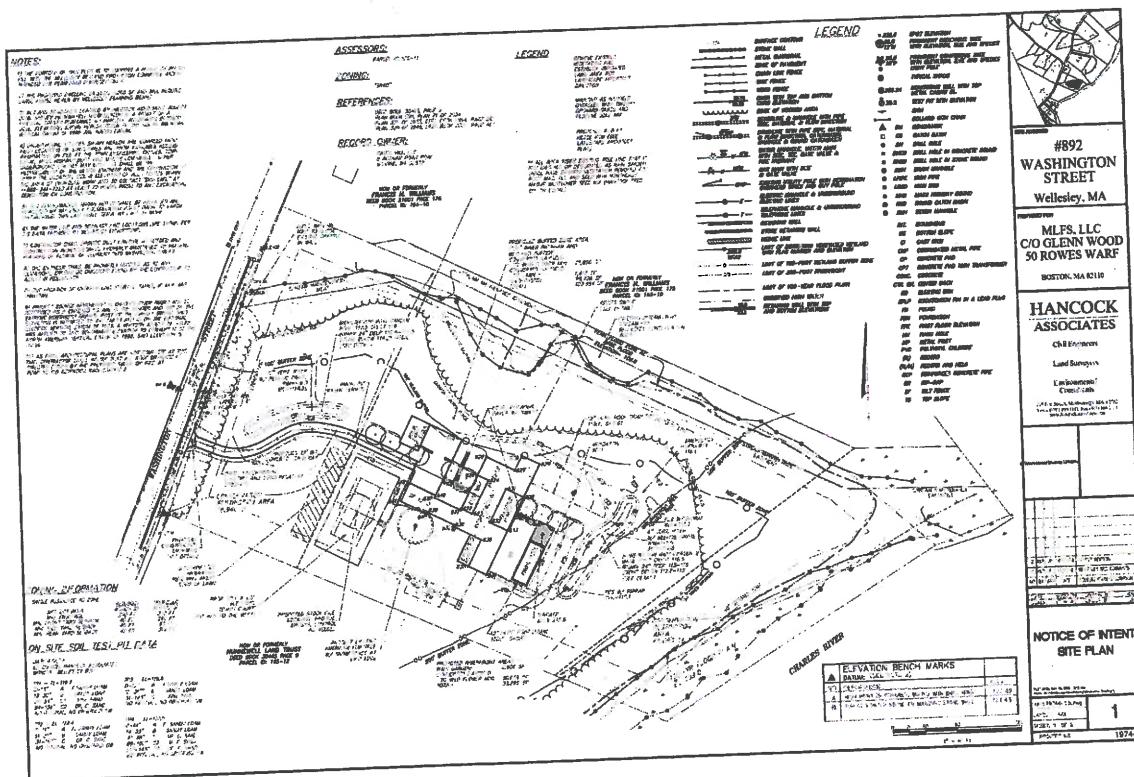
On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification, which was a [_____] Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the **Secretary of Energy and Environmental Affairs**.

Notary Public
My Commission Expires:

Exhibit A

The two areas shown as "Conservation Restriction Area" and having approximately 78,940 and 65,050 square feet, respectively as shown on a plan (the "Plan") entitled "Notice of Intent Site Plan" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through October 27, 2017 prepared by Hancock Associates, Marlborough, MA, which plan is being recorded with the Norfolk County Registry of Deeds simultaneously herewith.

For Grantor's title to the Premises, see Deed from Raven Hill, LLC recorded herewith in the Norfolk County Registry of Deeds.



3. Executive Director's Update

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 March 6th and 14th meetings are still in progress; however, we may be able to provide them to you at the meeting Monday for your consideration.
- Babson One-Day License – the college has applied for a one-day license for the “Thompson Visiting Poet Pre-Reading Dinner” on April 4th at the Reynolds Campus Center for which they anticipate 10 people attending. Staff recommends that this request be granted.

Minutes:

MOVE to approve the regular session minutes of the Board of Selectmen meeting of March 6, 2017.

Babson One Day License:

MOVE to approve a One Day License for Babson College on April 4, 2017 in the Reynolds Campus Center, Room 244 for the Thompson Visiting Poet Pre-Reading Dinner.

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
 THOMAS H. ULFELDER
 BETH SULLIVAN WOODS

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

MEMORANDUM

DATE: March 17, 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.

- I attended a Massachusetts Manager's Association meeting this week that was focused on information technology. There was good information shared about best practices, setting up shared services between town and schools and other related topics. There was also an update on issues in front of the State legislature. Some points that might interest you include:
 - State budget – revenue increases are expected to be modest, and the State is grappling with Mass Health costs that encompass 40% of the state budget. The Governor has proposed a \$2,000/employee tax if at least 80% of an employer's employees are not offered insurance. Which would raise a projected \$300 million. It is not clear how this would affect municipalities but MMA will be watching.
 - They will also be working on the marijuana bill, and among the items looking at the tax rate to be charged on sales. Currently it is at 12% which has been projected to be too low to manage the regulatory requirements that will be needed. MMA projects that the tax rate will end up somewhere between 25 – 30%.
 - Chapter 90 – the governor has filed a bond bill at \$200 million, same as last year, and we have budgeted accordingly. MMA projects that this is about 1/3 what communities require just to keep up with the amount of roadwork to be done. But with the limitations on the state budget, level funding is appreciated.
 - The State is also looking at extending the room tax that is now charged on hotels to room/home sharing situations such as VRBO and AirBNB. As proposed, it would be imposed on properties where they are rented at least 150 days/year and would be subject to annual inspections.
- The Planning Director has notified our office that he had a preliminary meeting with a developer interested in constructing a 97-unit Chapter 40B rental apartment building development on Delanson Circle. The proposed structure would be five stories in height and have underground parking. We understand that it would require some acquisition of parcels to be successful. It has been suggested to the developer that they share this

information with other boards/committees before moving forward with a permitting process that will be quite involved.

- The working group made up of two members of PBC, Joe McDonough, Marjorie and I had our first meeting Thursday afternoon to discuss enveloping of current PBC staff into FMD as has been proposed in the budget. It was an excellent discussion and there was consensus around what the internal organization would look like, the roles, and the expectations that PBC would have for this new staffing model. The group agreed to meet again in two weeks to review a draft memorandum of understanding, organization chart and drafted job descriptions.
- A major focus of our office this week, besides getting the motions finalized for Town Meeting has been negotiations with various unions. Meghan, Sheryl and I are all attending the sessions of different groups, and in general we are making good progress. We anticipate being able to bring to you memorandums of understanding with several groups during the town meeting process so that the contracts can be funded as required by town meeting.
- Just a reminder – there are two additional meetings next week.
 - On Tuesday we have the gas leaks forum in the Wakelin Room at the Library sponsored by the NRC. Also invited are the Police and Fire Departments as they play a role in responding to emergencies when they happen.
 - Inter-board – meeting – this will be held on Wednesday the 22nd in the Great Hall at 7:30. You might also be interested to know that the Advisory Committee will be meeting at 6:30 that night in the Juliani Room and they will be taking up a public hearing on the Special Town Meeting article regarding 900 Worcester Street.



TOWN OF WELLESLEY

Application for Special License(s)

Date of Application: 3/10/17Date of Event: 4/04/17

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: **\$25.00**
 Fee for each license issued: **\$50.00**
 Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

All Alcoholic Beverages Wine and Malt Beverages Only

APPLICANT INFORMATION

Name of Non-Profit Organization: Babson College

Address: 231 Forest Street, Babson Park, Wellesley, MA 02457-0310

Name of Event Manager: Kristi DeCisero Address: Babson College

Assistant Event Manager: Melissa Huston Address: Babson College

EVENT INFORMATION

Event Name & Description (If multiple events; See Attachment1): Thompson Visiting Poet Pre-reading Dinner

Event Contact: Mary O'Donoghue

Event Date: April 4, 2017

Event Location: Reynolds Campus Center Room 244

Occupancy: 16 Estimated Attendance: 10 Indoor/Outdoor (circle one)

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will

Name of catering service responsible for service of alcoholic beverages:

Chartwells

Name

Babson College Campus

Address

Describe steps you have taken to ensure that the employees of the catering service or the individuals listed above have completed an alcoholic beverage server-training program or similar in-house training.

All servers must be TIPS trained and certified. Evidence of training must be provided prior to event.

Describe security precautions or police details if any:

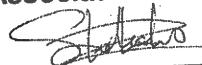
Babson College Public Safety Officers are assigned to each event in accordance with the College's long-standing practice. The number of officers assigned to a particular event fluctuates based upon the number of anticipated attendees. Access to event location is controlled consistent with College policies based upon the type of event, the location and the number of anticipated attendees.

Babson College

Lola Norman-Salako

Printed Name of Applicant

Its Associate Director of Events Management



Applicant's Signature

3/10/17

Date

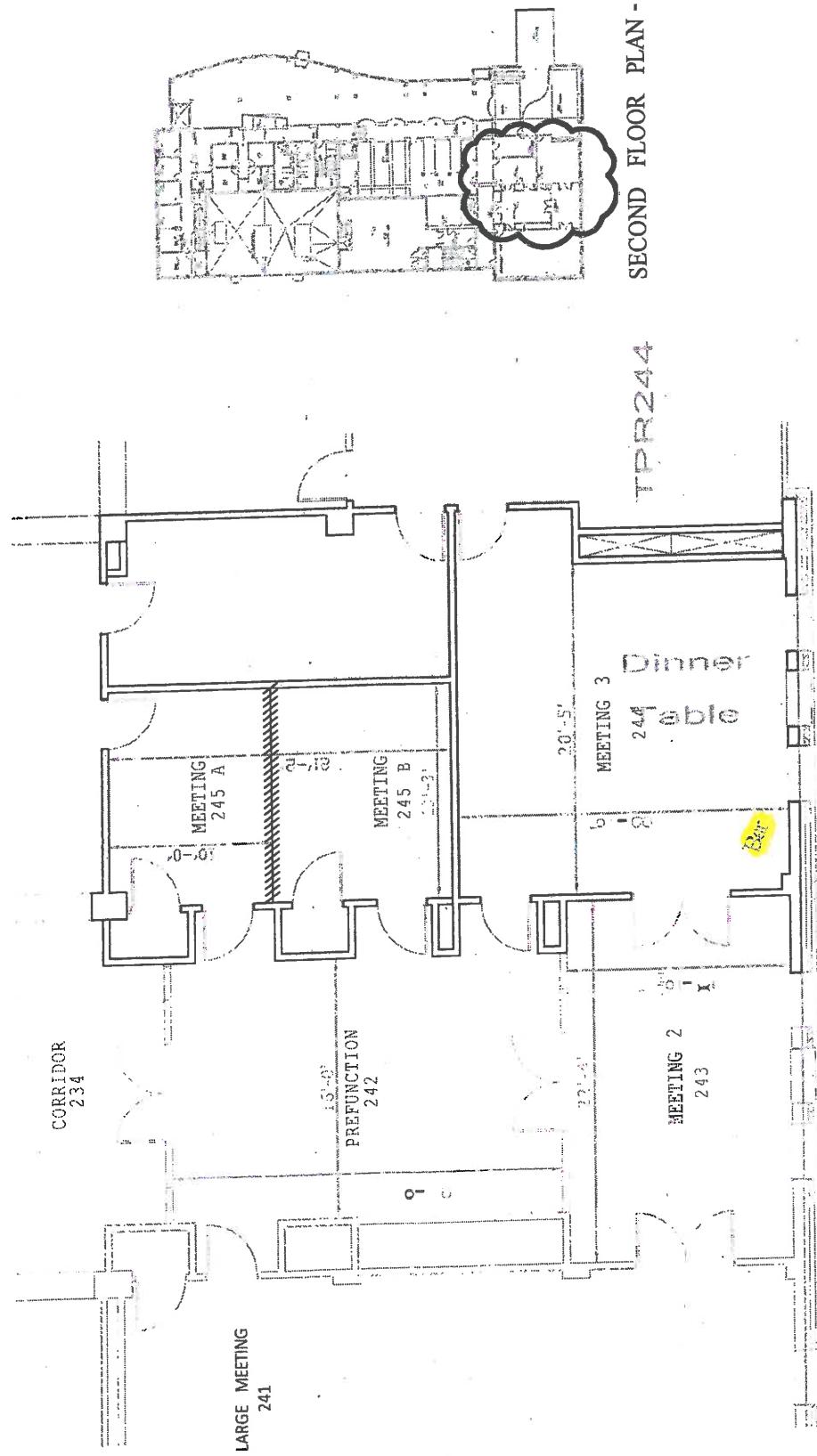
RETURN COMPLETED APPLICATION, FLOOR PLAN AND CHECK FOR FEES TO:

BOARD OF SELECTMEN

525 Washington Street

Wellesley, MA 02482

781-431-1019 ext 2204



REYNOLDS 244, 245A, & 245B

4. Joint Meeting with the School Committee

The School Committee has asked to attend our meeting to jointly discuss the HHU Master Plan Recommendation that was finalized by that Committee on March 16th. As you know, now that the School Committee has received this recommendation, they need to deliberate on that and determine how and when they want to proceed to request that the Town take action on these schools. A copy of the final report of the HHU MPC is attached for your information.

FINAL DRAFT FOR PROOF READING 3/20/2017

Report to the School Committee by the Hardy, Hunnewell, and Upham Master Planning Committee

March 2017

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

I. EXECUTIVE SUMMARY

The Hardy, Hunnewell, and Upham ("HHU") Master Planning Committee (the "MPC") was formed in April 2016 by the School Committee and the Selectmen. At the 2016 Annual Town Meeting, Town Meeting appropriated \$200,000 from Free Cash under Article 22 of the Warrant to the School Committee and the Selectmen to conduct additional traffic, enrollment, and other studies related to the question of whether to renovate, rebuild, or consolidate the HHU schools. The School Committee recommended that the HHU MPC should review the work of prior committees, conduct additional work and study, and develop a master plan recommendation for the facilities needs of the HHU schools. The School Committee stated that it would review the master plan recommendation by the HHU MPC, make its own recommendation, and return to Town Meeting to seek an appropriation to conduct a feasibility study to implement the proposed master plan. The School Committee stated that it and/or a School Building Committee would seek funds for design and construction of school buildings following the feasibility study. See Presentation at 2016 Annual Town Meeting.

Beginning in April 2016 and continuing to March 2017, the HHU MPC conducted 32 meetings, numerous subcommittee meetings, 5 public forums, and a town-wide survey to which over 2,000 citizens responded. The co-chairs of the HHU MPC met with the Parent-Teacher Organizations at Hardy and Upham, upon their invitation, and made reports to the Advisory Committee, the School Committee, and the Selectmen throughout the year.

At the end of its process, the HHU MPC voted on three motions encapsulating its master plan recommendation:

Motion #1: Moved that the HHU MPC recommend to the School Committee that it seek approval and funds to undertake a feasibility study to build new schools at the Hardy, Hunnewell, and Upham sites, with the plan to build a 19 section school at Hardy or Upham, followed by a 19 section school at Hunnewell, followed by a 19 section school at the remaining site, provided however, that funds will be sought for the design and construction of the first two schools upon completion of the feasibility study, but funds will be sought for the design and construction of the third school only upon further recommendation by the School Committee, which should occur if elementary enrollment reaches or appears likely to exceed 2,350 students on a trending basis and/or the current school configurations are limiting educational needs. **Passed: 13 - 1**

Motion #2: Moved that the HHU MPC recommend to the School Committee that the first new HHU school be built at Hardy. **Failed: 6 - 12**

Motion #3: Moved that the HHU MPC recommend to the School Committee that the first new HHU school be built at Upham. **Passed: 12 - 6**

In sum, the HHU MPC recommends that the School Committee proceed with a feasibility study to build new schools at all three HHU sites. The HHU MPC recommends that the first school be built at Upham, the second school be built at Hunnewell, and if elementary enrollment reaches or appears likely to exceed 2,350 students on a trending basis and/or the current school configurations are

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

limiting educational needs (elementary enrollment in the 2016-17 school year is 2,256 students), the third school be built at Hardy. The feasibility study would assess the suitability of all three school sites. A feasibility study typically includes, but is not limited to, consideration of current zoning and environmental requirements.

The HHU MPC members believe that if enrollment declines as presently predicted by the demographers, then two consolidated schools of 19-sections each will provide sufficient capacity to replace the three HHU schools, which are respectively 15, 15, and 12-section schools. If and when enrollment increases, however, then the HHU MPC recommends that the town build the third school (following construction of the first and second schools), especially in light of the strong support within the community for maintaining all seven elementary schools in town. It is important to note that even if the HHU MPC had recommended building three schools regardless of enrollment trends, given the current swing space constraints, the schools would be built one at a time.

The HHU MPC's recommendation seeks to balance several themes that came out of the public feedback process conducted throughout the year.

First, the community expressed a strong preference to maintain "small, neighborhood schools." The non-HHU elementary schools in town consist of 19-sections (Bates and Sprague) and 18-sections (Fiske and Schofield). Thus, the HHU MPC's recommendation for two or three new 19-section schools to replace the HHU schools maintains the school-size with which the town is familiar and has a successful track record. The HHU MPC's recommendation also reflects the policy recommendation of the school department to operate, on average, 3 class sections per grade at each school, rather than 2 class sections per grade. The HHU MPC understands that the School Committee intends to maintain current class size guidelines in either a six or seven school scenario.

Second, the HHU MPC's recommendation to proceed with building the first two schools – and to reserve judgment on when to build the third school – acknowledges the substantial cost associated with building new schools. Present estimates indicate that two new schools will cost in the range of \$102-107 million, while three new schools will cost in the range of \$150 million. The HHU MPC believes the third school is justified if enrollment increases slightly above the level it is at today, and/or if the educational needs town-wide require the construction of additional capacity. For context, three new 19-section schools would increase elementary school capacity in town from a total of 116 sections system-wide (two 19-section schools, two 18-section schools, two 15-section schools, and one 12-section school), to a total of 131 sections system-wide (five 19-section schools and two 18-section schools). While debating Motion #1, several members expressed concern that two 19-section schools, in a consolidation scenario, represent a decrease in overall capacity of 4 classrooms (four 19-section schools and two 18-section schools provide a total of 112 sections system-wide). A minority of members supported building 21 classrooms in the first building, in order to maintain additional capacity in a consolidation scenario.

The HHU MPC also discussed whether additional capacity in a seven school scenario could be used to accommodate fluctuations in enrollment of the PAWS program (Preschool at Wellesley Schools), which provides an integrated preschool program for special needs and typically developing

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

students. PAWS presently occupies a 6-classroom building located at the Fiske site, along with two additional satellite classrooms (located in the Fiske and Hunnewell buildings during the 2016-17 school year). The school department is separately conducting a study of the facilities and enrollment needs of the PAWS program (with funds appropriated by the 2015 Annual Town Meeting). The school department has expressed its determination to maintain the PAWS program in a separate site for educational reasons, and not to distribute the PAWS program across multiple elementary schools on a long-term basis.

Third, the HHU MPC's recommendation reflects the unanimous recommendation of its members that the town build new schools to replace the HHU schools. The HHU MPC toured the HHU schools, as well as Sprague and Schofield, in June 2016. The members also received input from the facilities maintenance department and the Superintendent, along with other educators, regarding the shortcomings of the current HHU facilities. Simply put, the HHU MPC believes that, going forward, the town should provide safer and more modern structures for learning.

- The systems of the HHU buildings are old and require substantial and costly updates.
- The HHU buildings lack modern security and fire safety systems (e.g., Hardy and Hunnewell have roofs with wooden frames and no sprinkler systems).
- The HHU buildings should have more modern educational spaces – for example, break-out rooms and special-education work spaces in which to deliver the curriculum.
- The HHU buildings are not fully ADA-accessible and lack appropriate spaces for OT/PT sessions.
- The HHU buildings do not have – but should have – both a gym and a cafeteria. At Hunnewell, not only does one room serve both purposes, it is grossly undersized.

In sum, the HHU MPC recommends new construction in order to provide long-term structures that will serve the town for 50 years or more.

II. MEMBERSHIP AND CHARGE OF THE HHU MPC

The membership of HHU MPC was approved at a joint meeting of the School Committee and the Selectmen on April 11, 2016. As of March 16, 2017, the date of this report, the members are as follows:

School District/Neighborhood Representatives (6):

- Bates – Nancy Calderwood (Education)
- Fiske – Jose Arias Soliva (Architecture)
- Hardy – Sara Jane Shanahan (Law - Litigation)
- Hunnewell – Todd Ofenloch (Finance)
- Schofield – Scott Vaughn (Architecture/Law)
- Upham – Ed Cloaninger (Law - Taxation)

At-Large Representatives (5):

- Seong-Il Ahn – Architecture (Hardy)
- Stephan Gauldie – Market Analysis & Strategic Consulting (Hardy)

**Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)**

- Allan Port – Town Government, Mathematics (Hunnewell)
- David Stern – Architecture (Hunnewell)
- Maura Sullivan – Engineering, Project Management & Planning (Upham)

Town Board & Staff Representatives (7):

- Ellen Gibbs – Board of Selectmen
- Sharon Gray – School Committee
- Matt Kelley – School Committee
- Meghan Jop – Assistant Executive Director
- David Lussier – Superintendent of Wellesley Public Schools
- Jack Morgan – Board of Selectmen
- Lara Pfadt – Planning Board

The HHU MPC was charged with developing a master plan recommendation for the HHU schools that addresses the following criteria:

- Foremost, the plan must adequately support the educational program, with goals of providing a world-class education for all students, maintaining current School Committee class size guidelines, and supporting educators' needs.
- The plan must preserve Wellesley's neighborhood school model.
- The plan must take into account enrollment needs, based on the Committee's evaluation of the various enrollment projections available.
- The plan must account for the need for swing space, with a goal of minimizing disruption to students and their families, staff, and surrounding neighborhoods.
- While redistricting is likely to be a significant consideration in some potential plans, and the Committee may consider various redistricting models, the Committee is not charged with developing a final detailed redistricting recommendation.
- The Committee must consider the plan's needs and costs with respect to school transportation.
- The Committee must consider any plan's projected impact on traffic and safety.
- When considering any plan that includes a school closure, the Committee must consider the emotional and cultural impact of closing a school.
- The Committee must consider the historic nature of each of the three buildings.
- The Committee must consider sustainability and environmental factors, and weigh those aspects against other considerations.

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- The Committee must consider the relative financial impact on the Town of potential plans, including both capital investment and ongoing operating costs.
- The Committee must consider the recommended plan's potential for gaining approval from Town Meeting and the Wellesley community as a whole.

III. WORK OF THE HHU MPC

From April 2016 through March 2017, the HHU MPC has conducted 32 full-committee meetings, numerous sub-committee meetings, 5 public forums, and a town-wide survey. All but two of the HHU MPC meetings were video-taped by Wellesley Public Media, and are available for viewing at www.wellesleypublicmedia.org. Meeting minutes and materials are available for review at [Town of Wellesley, MA - Hardy Hunnewell Upham Facilities Project](#). The HHU MPC invited citizen-speak at all of its meetings, and provided an email address through which citizens could communicate directly with committee members (hhu@wellesleyma.gov). The school department issued a Request for Information with regard to "swing space." The HHU MPC issued a newsletter summarizing its initial conclusions and process on August 31, 2016. ([See link](#)).

With the funds that Town Meeting appropriated to the School Committee and the Selectmen, the HHU MPC also engaged the following professional consultants to assist with its analysis.

- **Demographer Tracy Healy of FutureThink:** Ms. Healy presented at HHU MPC meetings on September 8, 2016 and September 29, 2016, and delivered reports dated August 31, 2016 (and sources); and October 25, 2016.
- **Architects with SMMA:** Alex Pitkin and Peter Lukacic presented at HHU MPC meetings on September 8, 2016 and September 22, 2016, regarding their review of the HHU sites, as well as the North Forty property, and their conceptual plans of school designs at each site.
- **Architects with SMMA, in conjunction with cost-estimators at Daedalus:** Alex Pitkin and Joel Seeley presented at the HHU MPC meeting on January 5, 2017, regarding cost estimates for various scenarios considered by the committee.
- **Public outreach consultants at The Ciccolo Group ("TCG"):** Representatives of TCG worked with the HHU MPC and the public outreach subcommittee to prepare for a public forum held on October 27, 2016 at the Sprague gymnasium. Materials from that forum were also available for public review and discussion at additional forums held on October 29 and November 18, 2016, at the Wellesley Free Library, and on November 19, 2016, at the Warren School. These materials included results of the enrollment study, a subcommittee's walkability study, the architects' renderings of conceptual plans at the various school sites, and the history of elementary school buildings and enrollment in Wellesley. The October 27, 2016 forum also provided an opportunity for round-table discussions in which over 100 citizens participated.
- **TCG, in conjunction with the HHU MPC and the public outreach subcommittee, developed and conducted a town-wide survey in the Fall of 2016:** The HHU MPC mailed a post-card regarding the survey to all households in town, promoted the survey through email

**Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)**

notifications to town and school department distribution lists, made links to the survey available on the committee's website, and made hard-copies of the survey available at town facilities. Over 2,000 residents responded to the survey. TCG provided the HHU MPC with an analysis of the survey responses and a summarizing report (including more than a hundred pages of written comments provided by members of the community). The summary report by TCG, as well as appendices containing citizens' written comments, is available at ([link](#)).

- **Town traffic consultants with Beta:** Kien Ho and Tyler deRuiter of BETA Group, Inc. ("Beta") conducted a traffic study of 21 intersections in town identified by the HHU MPC. The HHU MPC selected intersections for study based upon possible redistricting maps prepared by the School Committee. The maps are labeled scenarios A, B, D, and E, and reflect possible redistricting plans for consolidation scenarios, as well as a continued seven-school scenario. The maps are available at ([link](#)). Beta made a presentation regarding its traffic analysis on February 2, 2017. Thereafter, Beta conducted additional traffic analysis and provided updated and revised traffic counts, and queue observations on Weston Road and the Route 9 EB Ramp. Beta provided a report dated March 8, 2017, and a supplemental presentation on March 9, 2017. Materials from the final report are available at ([link](#)) and ([appendix](#)).

Redistricting Maps: At the end of this report are maps showing the existing elementary school districts, as well as proposed redistricting maps A, B, D, and E. The handwritten annotations are by Beta, the traffic consultant. The red outlines and numbers on the redistricting maps A, B, D, and E show the number of elementary households (using 2016-2017 data), rather than children, redistricted from one elementary school to a new elementary school under the different potential redistricting plans. Map A shows a consolidation scenario where Upham and Hunnewell are rebuilt and Hardy closes. Maps B and D show two possible consolidation scenarios where Hardy and Hunnewell are rebuilt and Upham closes. Map E shows proposed redistricting that might occur if Hardy, Hunnewell, and Upham are all rebuilt, and then certain districts are reformed to rebalance population among the seven schools town wide.

The maps also contain charts showing the number of elementary school children who today live within the various districts depicted in the different scenarios. The student population charts assign children, for purposes of the maps, to their neighborhood schools, even though certain children are placed at other schools in the district in order to attend specialized programs or upon a family's individual request through the open enrollment process.

During the 2016-2017 school year, enrollment for the individual elementary schools is as follows:

Bates	379
Fiske	335
Hardy	308
Hunnewell	251
Schofield	368
Sprague	393
Upham	222
Total:	2,256

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

The student population shown on the redistricting maps totals 2,154, which reflects that 102 elementary students enrolled in the system during 2016-2017 are from out of district.

The HHU MPC also received input from other resources within town:

- The Sustainable Energy Committee and Sustainable Wellesley made presentations to the HHU MPC regarding environmental and sustainability considerations on October 20, 2016.
- The Historical Commission made a presentation to the HHU MPC regarding the historical features of the HHU schools on November 10, 2016.
- The School Committee and the Facilities Maintenance Department ("FMD") conducted a review of possible plans for "swing space," a term that refers to where we would educate children while a particular school was being rebuilt, and therefore, was closed for construction. The FMD presented its swing space study and plan at the January 5, 2017 HHU MPC meeting. ([See link](#)).
- The seven elementary school principals and the PAWS executive director made a presentation about educational needs at the January 26, 2017 HHU MPC meeting.

On January 12, 2017, the HHU MPC voted to remove the "North Forty" property from consideration as a school site for the committee's recommendation. Some members believed the location of the site was not advantageous. Other members were concerned that the time frame in which to obtain approval to build a school at the North Forty property was too uncertain. Those members did not wish to see further delay in the planning and building process for the HHU schools. At least one member of the committee felt that a school at the North Forty was a desirable choice and that the School Committee and Selectmen should have worked to accelerate the process to make the site available. Several members were mindful of the concern expressed by citizens that the North Forty should be maintained as open space.

At the January 19, 2017 meeting, the HHU MPC discussed a grid ([see link](#)) analyzing the features of different scenarios remaining under consideration, in light of the criteria identified by the HHU MPC and its charge.

At the February 2, 2017 meeting, the HHU MPC discussed and voted on the overarching master plan recommendation that is contained in Motion #1, which is set forth above in the Executive Summary.

On February 16, 2017, the HHU MPC conducted a public forum regarding its master plan recommendation at the Wellesley Free Library. The co-chairs' power-point presentation summarizing the work of the committee through that date can be found [here](#). The meeting was videotaped, and therefore, the opening remarks and question and answer session can be viewed at [Wellesley Public Media - Home](#).

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

On March 9, 2017, the HHU MPC members discussed their individual views regarding which school should be build first, Hardy or Upham. In either a two-school or three-school scenario, given the lack of identified external swing space, the town will need to build a new school at the back of the Hardy site or the back of the Upham site.

The following reflects a sampling of some of the opinions expressed by the members and does not necessarily reflect the consensus of the committee.

Members who voted to build the first school at Upham cited the following issues:

- the benefit of returning to the redistricting map in place before Sprague re-opened in 2001, which was similar to map A and under which fewer students crossed over or under Route 9 to attend elementary school;
- the equity associated with maintaining three schools north of Route 9 and three schools south of Route 9, town-wide, given that approximately half of the elementary students in town live north of Route 9;
- the desire to preserve historic portions of the Hardy building and the mature oak trees at the back of the Hardy lot;
- the traffic benefits identified by Beta, the traffic consultant, that are associated with redistricting map A, which provides for new schools at Upham and Hunnewell, improving traffic flow through the most intersections;
- reduction of queuing on Weston Road during school pick-up and drop-off hours, leading to a potential reduction in carbon emissions;
- dissatisfaction with redistricting map B, which provides for new schools at Hardy and Hunnewell, as it divides the Fells and Generals neighborhoods between Hardy and Sprague;
- traffic safety concerns with redistricting maps B and D along Route 9;
- the expectation that the Upham site is better able to accommodate construction and operation of two schools for a period of years; and
- greater flexibility to design the new school building on the larger, wooded Upham lot.

Members who voted to build the first school at Hardy cited the following issues:

- the benefit of building the first school in the most densely-populated HHU neighborhood, which has more modestly priced homes and a larger public school population (in 2016-2017, Hardy has 308 students, Hunnewell has 251 students, and Upham has 222 students);
- the need to address the Hardy school first because it is overcrowded, as it has been operating 16 or 17 class sections for the past 4 years, and thus has repurposed art and music rooms as classrooms;

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

- the belief that the overall elementary enrollment will grow, not decline, and the expectation in particular that the elementary school population in the current Hardy district will grow disproportionately, so build a school where kids are;
- the expectation that the elementary school population in the current Hardy district is likely to remain constant, if not grow, in coming years;
- the value of preserving the walk-to-school culture that is prevalent in the Hardy neighborhood, given the smaller lots, flat terrain, and well-maintained sidewalks;
- the ability to route the traffic associated with a consolidation scenario to the main artery of Weston Road (as seen on redistricting map B), rather than into neighborhoods (as seen on redistricting map A, especially on Lowell, Wynnewood, Pilgrim, and Elmwood Roads);
- the desire to protect and preserve the forest and ledge at the Upham site, as the forest will be removed and ledge will be blasted if we build the first new school behind the existing Upham; and
- the estimated \$5 million cost associated with blasting the ledge at the Upham site.

Vote on where to build the first school:

Following this discussion, 12 members of the HHU MPC voted to build the first school at Upham, and 6 members of the HHU MPC voted to build the first school at Hardy.

IV. HHU MPC'S RECOMMENDATIONS TO THE SCHOOL COMMITTEE FOR NEXT STEPS

Following this process and in accordance with the votes described above, the HHU MPC recommends that the School Committee seek funds at a special town meeting in the near term to conduct a feasibility study at the Hardy, Hunnewell, and Upham sites. The HHU MPC understands that a feasibility study will take approximately a year to complete, and will encompass additional environmental and engineering review.

The HHU MPC recommends feasibility on all three sites, instead of two sites, for several reasons.

First, consideration of the needs of the HHU schools began in 2012, and continued delay in beginning the construction process will be costly. Construction costs increase each year and maintenance costs for the existing HHU school buildings will continue until we bring the new buildings on line. Thus, the HHU MPC believes that a feasibility study is warranted for all three sites in order to prevent further delay of the project.

Second, unexpected information may arise during the feasibility study that would impact the School Committee's decision regarding where to build the first school or the size of the schools that can be built at any of the sites.

**Report to the School Committee by the
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Third, the HHU MPC is cognizant that short-term enrollment projections could prove to be incorrect. If enrollment increases rather than decreases, it will be advantageous for the town to be in a position to proceed with design and construction of the third school in an efficient manner.

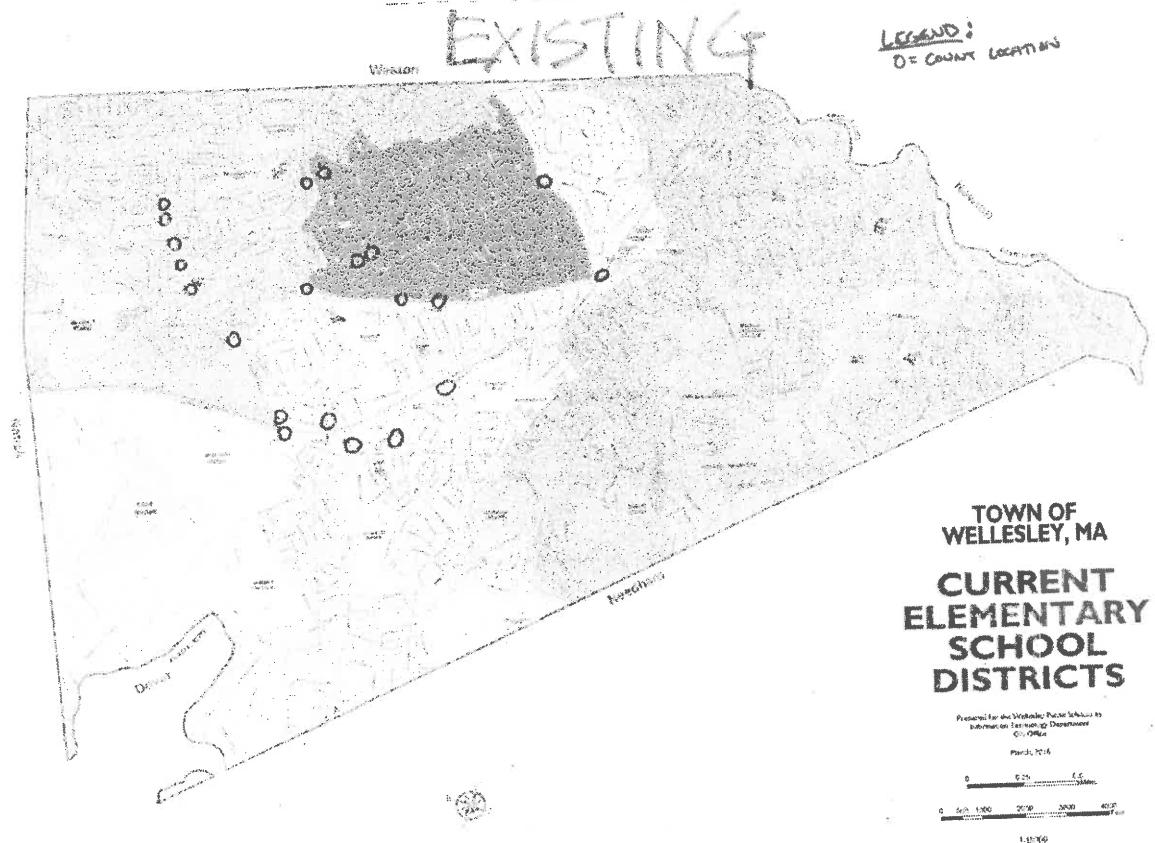
V. ACKNOWLEDGEMENTS

The members of the HHU MPC would like to thank all of the citizens who have taken the time to follow and contribute to the work of this committee, and our predecessor committees, over the last several years. The thoughtful, robust, and respectful engagement of our citizens is a model for our children.

Respectfully submitted to the School Committee by the HHU MPC,

Ed Cloaninger and Sara Jane Shanahan, Co-Chairs

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)

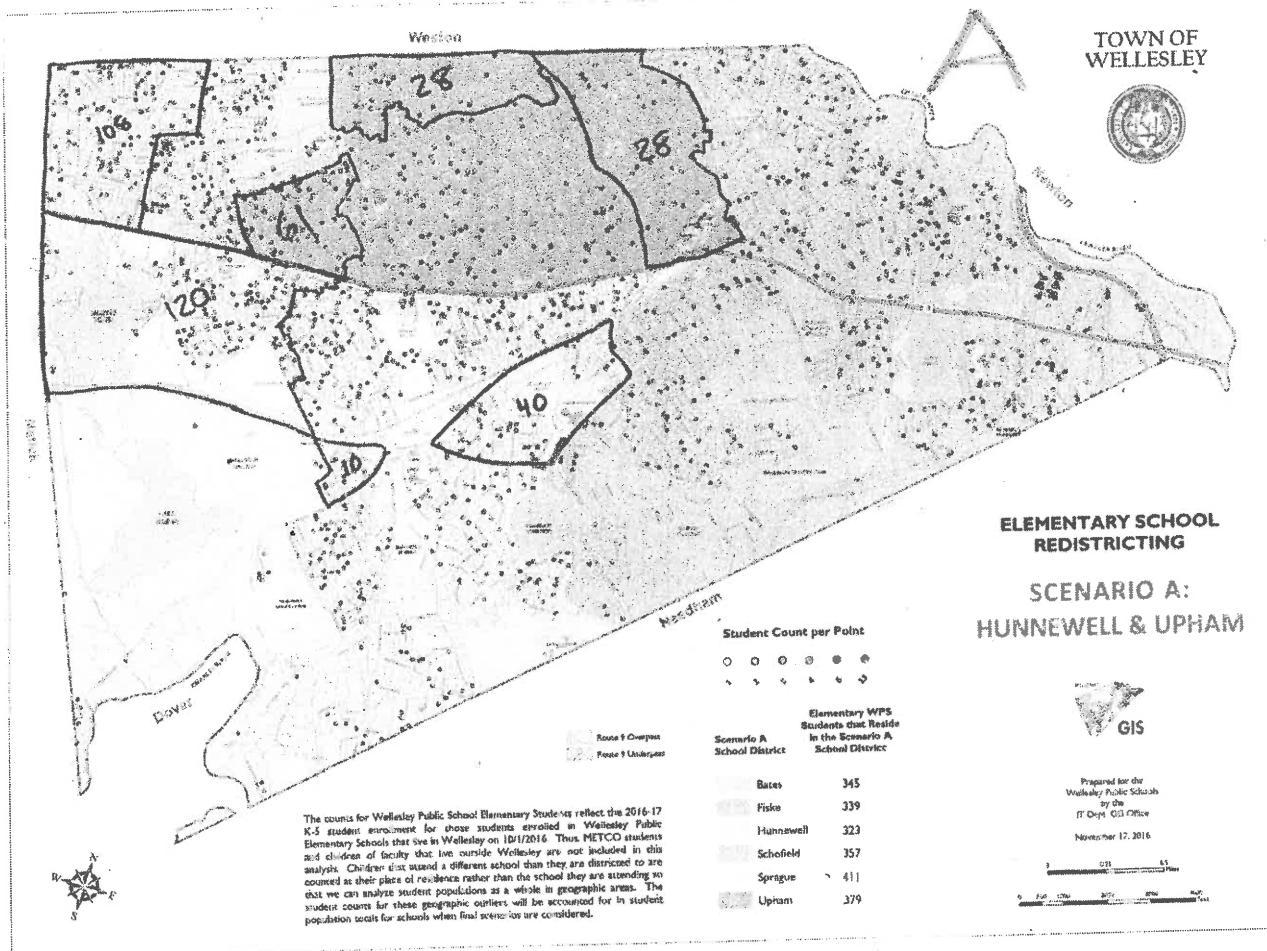


Bates	379 (blue)
Fiske	335 (green)
Hardy	308 (pink)
Hunnewell	251 (beige)
Schofield	368 (salmon)
Sprague	393 (yellow)
Upham	222 (purple)
Total:	2,256

Actual Enrollment by School for 2016-2017

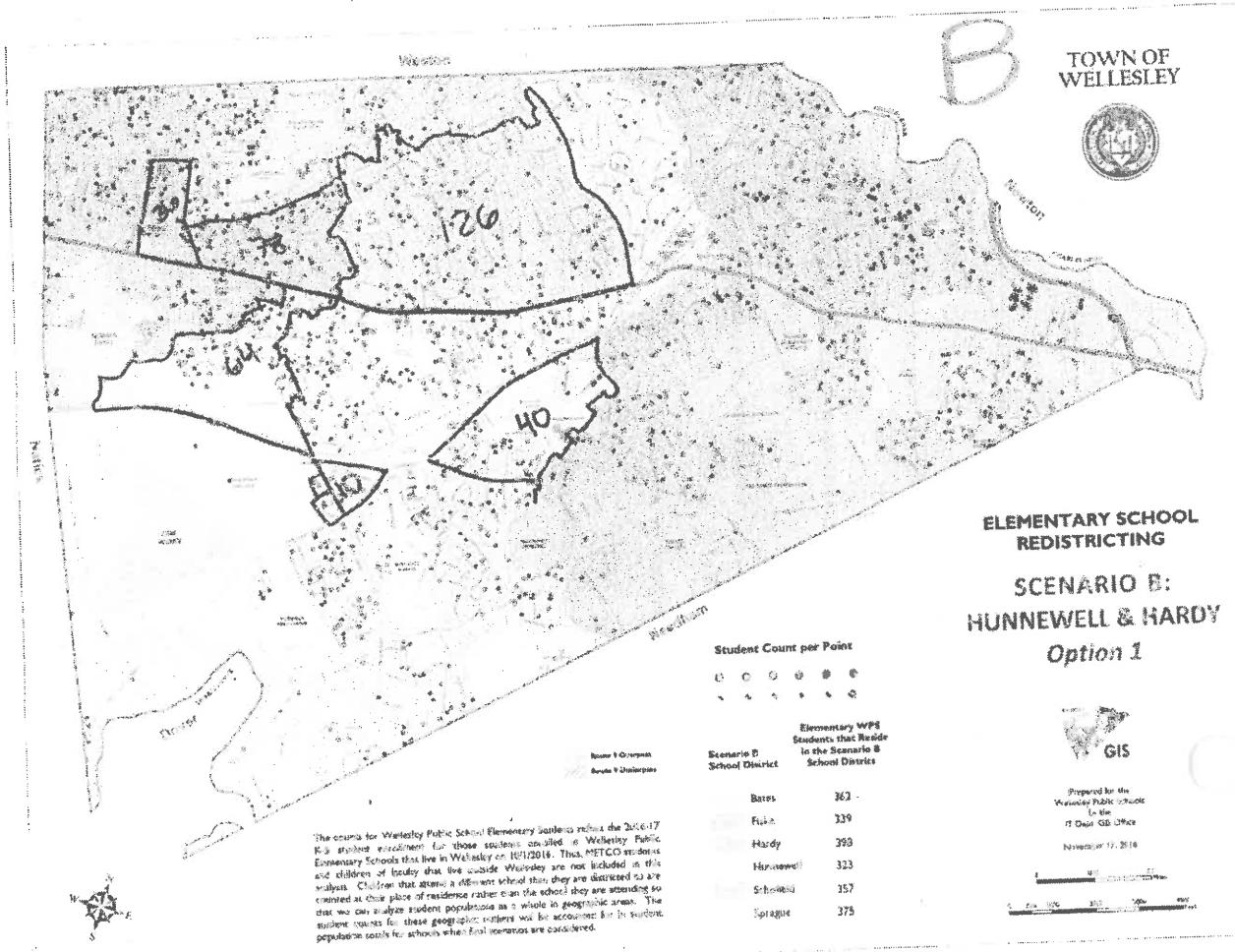
The red circles on this map show the intersections analyzed in the traffic study.

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)



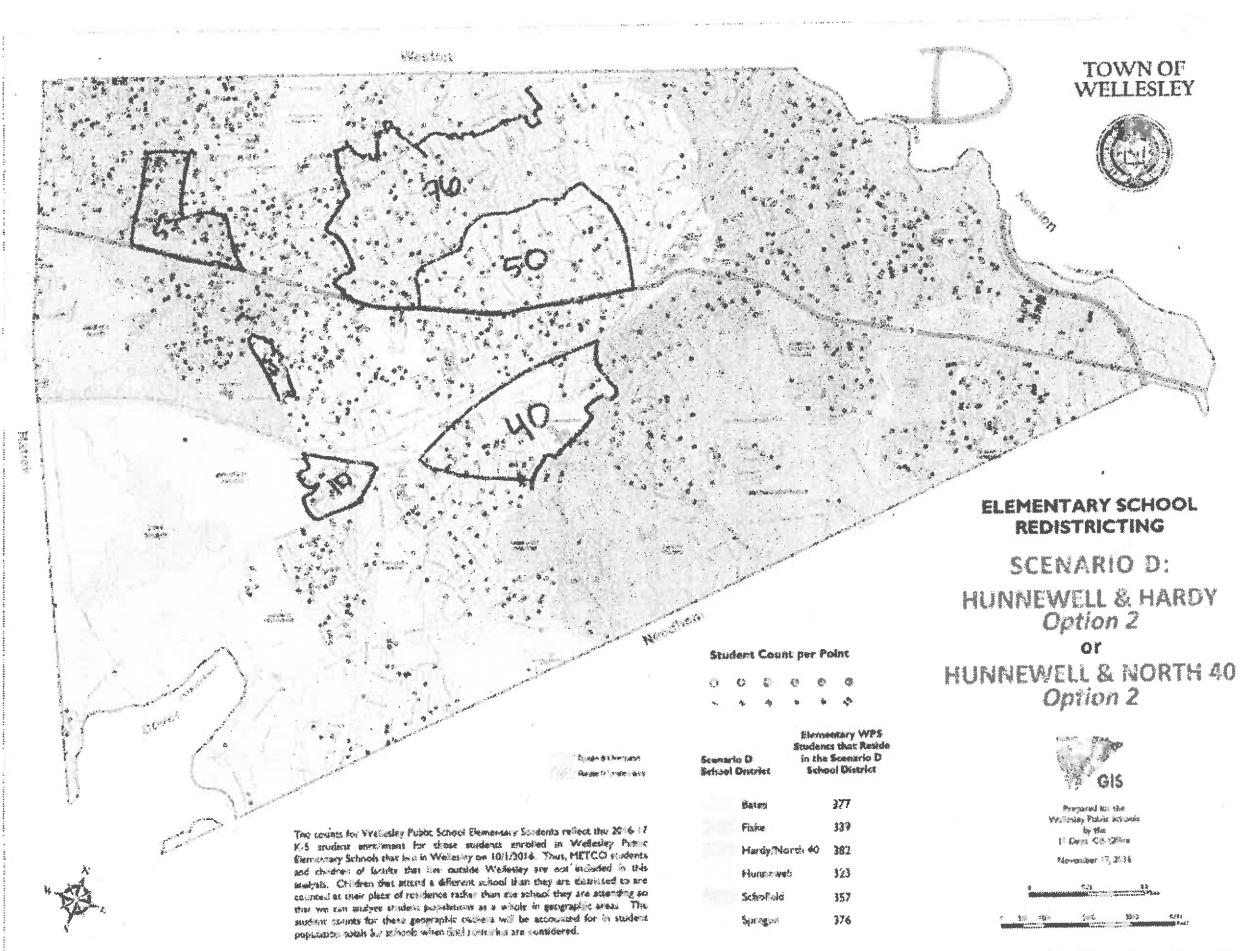
This map shows Scenario A, where Upham and Hunnewell are rebuilt and Hardy closes. The red-outlined boxes show blocks of households assigned to a new school district following closing of Hardy and redistricting. The map shows Hardy families redistricted to Bates and Sprague, Bates families redistricted to Upham, and Sprague families redistricted to Upham and Hunnewell.

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)



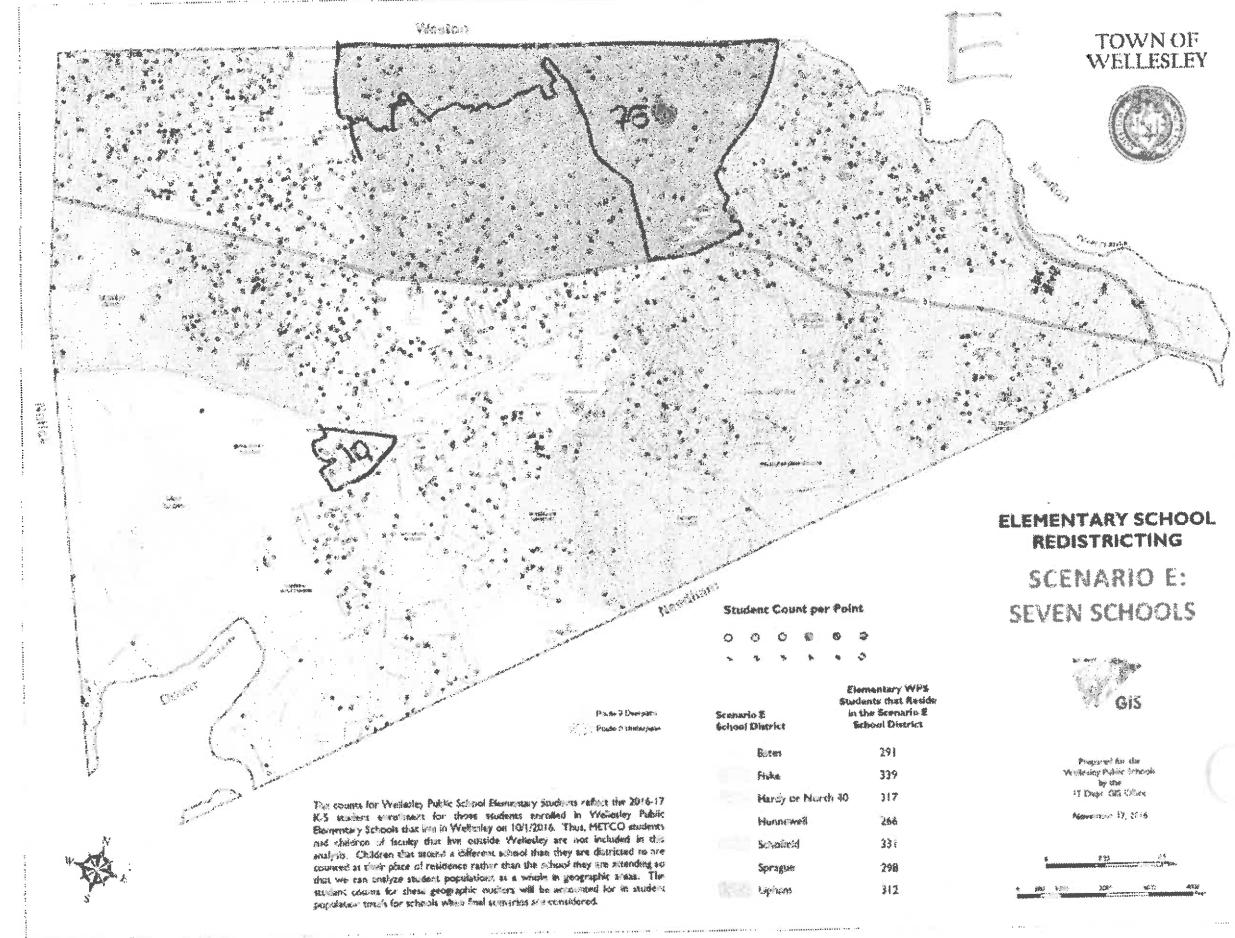
This map shows Scenario B, where Hardy and Hunnewell are rebuilt and Upham closes. The red-outlined boxes show blocks of households assigned to a new school district following closing of Upham and redistricting. The map shows Hardy families redistricted to Sprague, Bates families redistricted to Hardy, Upham families redistricted to Bates, and Sprague families redistricted to Hunnewell.

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)



This map shows Scenario D, where Hardy and Hunnewell are rebuilt and Upham closes. The red-outlined boxes show blocks of households assigned to a new school district following closing of Upham and redistricting. The map shows Hardy families redistricted to Sprague, Bates families redistricted to Hardy, Upham families redistricted to Bates and Sprague, and Sprague families redistricted to Hunnewell.

Report to the School Committee by the
Hardy, Hunnewell, and Upham Master Planning Committee (3/20/17 DRAFT)



5. Annual Town Meeting Preparation

- DPW Update on Proposed Projects – Mike Pakstis and Dave Hickey will be in attendance at the meeting to give the board an update on two projects – the Cliff Road reconstruction project, and the replacement of the Hunnewell bathrooms. Included in your packet are presentations that they have recently given to Advisory on these topics, which they will go over with you on Monday night.
- Consider Support on ATM Articles – included in your packet is an updated version of the chart of ATM articles and the status of each. The Board can discuss what action it may be ready to take to vote on some or all of the articles.

TOWN OF WELLESLEY
DEPARTMENT OF PUBLIC WORKS

Street Reconstruction –
Cliff Road
ARTICLE 20
2017 ATM

Cliff Road



Cliff Road Reconstruction

Request authorization to borrow \$2,470,000 for the reconstruction of Cliff Road (6,350 feet)

Project Highlights:

- Last resurfaced in 1999; cracksealed sections in 2010
- Safety concerns with sidewalk and roadway at same elevation in many locations
- Planning to provide continuous sidewalk on one side for entire length where possible
- Substantial drainage improvements and ledge removal required

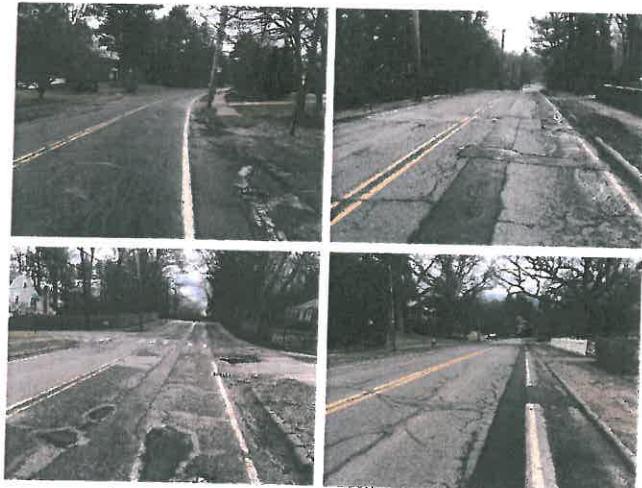
3

Cliff Road – Existing Conditions



4

Cliff Road – Existing Conditions



5

TOWN OF WELLESLEY
DEPARTMENT OF PUBLIC WORKS

Street Reconstruction –
Cliff Road
ARTICLE 20
2017 ATM

6

TOWN OF WELLESLEY
DEPARTMENT OF PUBLIC WORKS
ARTICLE 21
HUNNEWELL FIELD
RESTROOM/MAINTENANCE
FACILITY

Hunnewell Field Restroom/Maintenance Facility

- ✓ Authorization to borrow up to \$300,000
- ✓ Replace old restroom with new restroom and maintenance facilities:
 - ADA accessible
 - Meet building code
 - Connect to Town sanitary sewer
 - Provide storage structure for field maintenance equipment



Hunnewell Field Restroom/Maintenance Facility

- In 2016, 2 bids received for precast/modular structure
- Lowest bid all in cost was \$470,000, including site work and utilities
- Decided to not move forward with project at this price



Hunnewell Field Restroom/Maintenance Facility

- In 2017, solicited quotes for portable restroom trailer
- Estimated all in cost of \$175,000 for similarly sized, ADA accessible unit
- Direct connection to water and sewer services



6. National Grid Petitions

Included in your packet are four petitions from National Grid for locations of gas mains. National Grid requires approval of the board to install and maintain gas lines because the lines are located on a public way. DPW has reviewed all of these requests and has no concerns about them. They have informed us that Lathrop Road and Park Avenue are extensions of gas mains, Worcester Street is improvement work to be done prior to repaving of Route 9, and Great Plain Avenue/Fieldstone Way is to serve a new subdivision. DPW has a five-year moratorium of digging up of streets after they have been paved unless there is an emergency and that is not at issue in these cases.

Staff recommends that these petitions be approved.

MOVED that the Board authorize the locations of the mains for the transmission and distribution of gas in Wellesley at the following locations as identified in the petitions received by the Town:

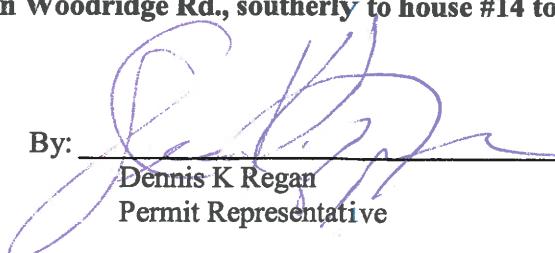
- Lathrop Road
- Park Avenue
- Worcester Street/Bancroft Road
- Great Plain Avenue/Fieldstone Way

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS**Town of Wellesley / Board of Selectmen:**

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the Town of Wellesley and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximately 585 feet more of less of 4 inch gas main in Lathrop Rd., Wellesley. From the existing 4 inch gas main in Woodridge Rd., southerly to house #14 to serve house #14 and house #22.

Date: **December 8, 2016**

By: 

Dennis K Regan
Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the Town of Wellesley substantially as described in the petition date **December 8, 2016** attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **City of Wellesley** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20 ____.

I hereby certify that the foregoing order was duly adopted by the _____ of
the City of _____, MA on the _____ day of _____, 20 ____.

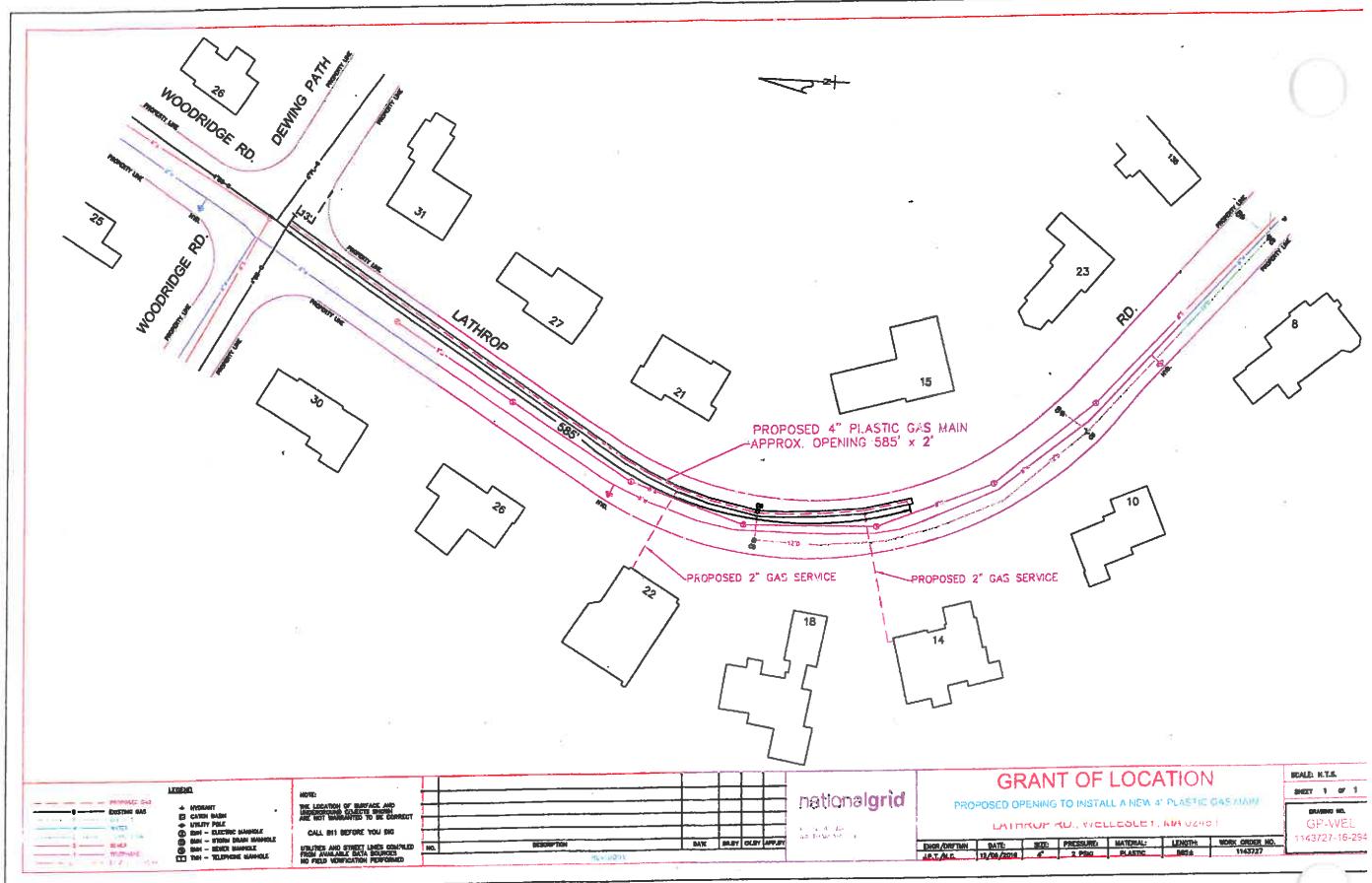
By: _____

Title

MN # 144-1143727

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**

FORM # 1444, Rev. 90



PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

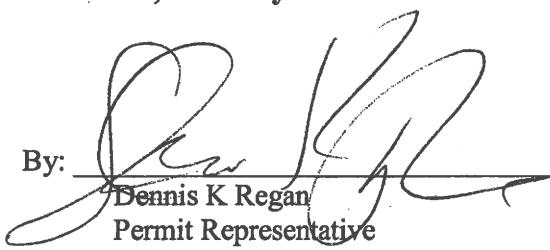
Town of Wellesley / Board of Selectmen:

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Wellesley** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximately 75 feet more of less of 6 inch gas main in Park Ave, Wellesley. From the existing 6 inch gas main at house #22, southerly to house #26 for a new gas service.

Date: November 29, 2016

By:


Dennis K Regan
Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Wellesley** substantially as described in the petition date November 29, 2016 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Wellesley** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20____.

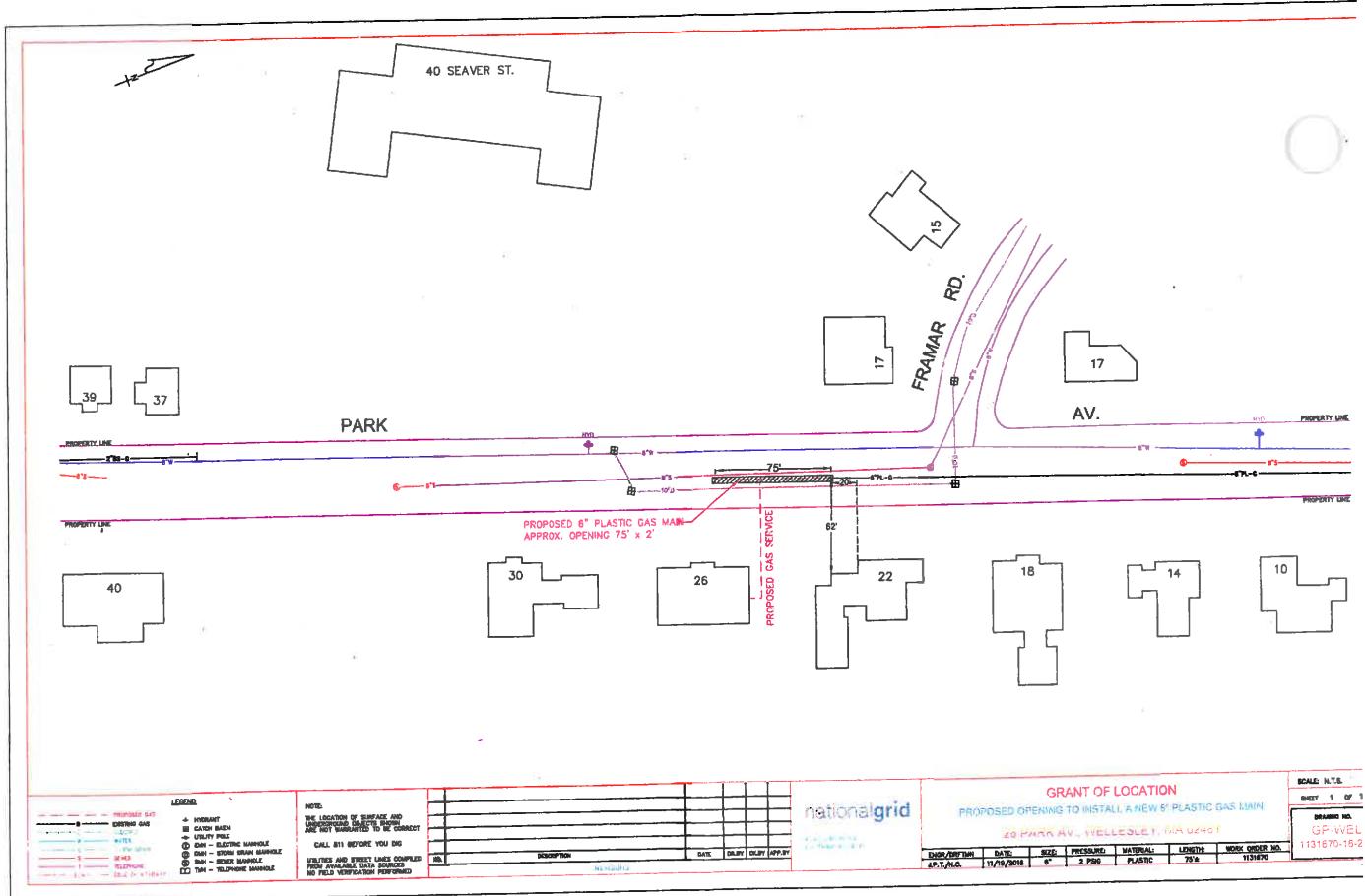
I hereby certify that the foregoing order was duly adopted by the _____ of
the City of _____, MA on the _____ day of _____, 20____.

By: _____

Title

MN # 144-8502-1131670

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**



PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS**Town of Wellesley / Board of Selectmen:**

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Wellesley** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximate 525 feet more of less of 6 inch gas main in Worcester St., Wellesley. From the existing 8 inch gas main Worcester St. near Bancroft Rd. westerly to the end of main just past house #325 Worcester St.

Date: March 6, 2017

By: Barbara H. Kelleher
Barbara H. Kelleher
Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Wellesley** substantially as described in the petition date March 6, 2017 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Wellesley** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20____.

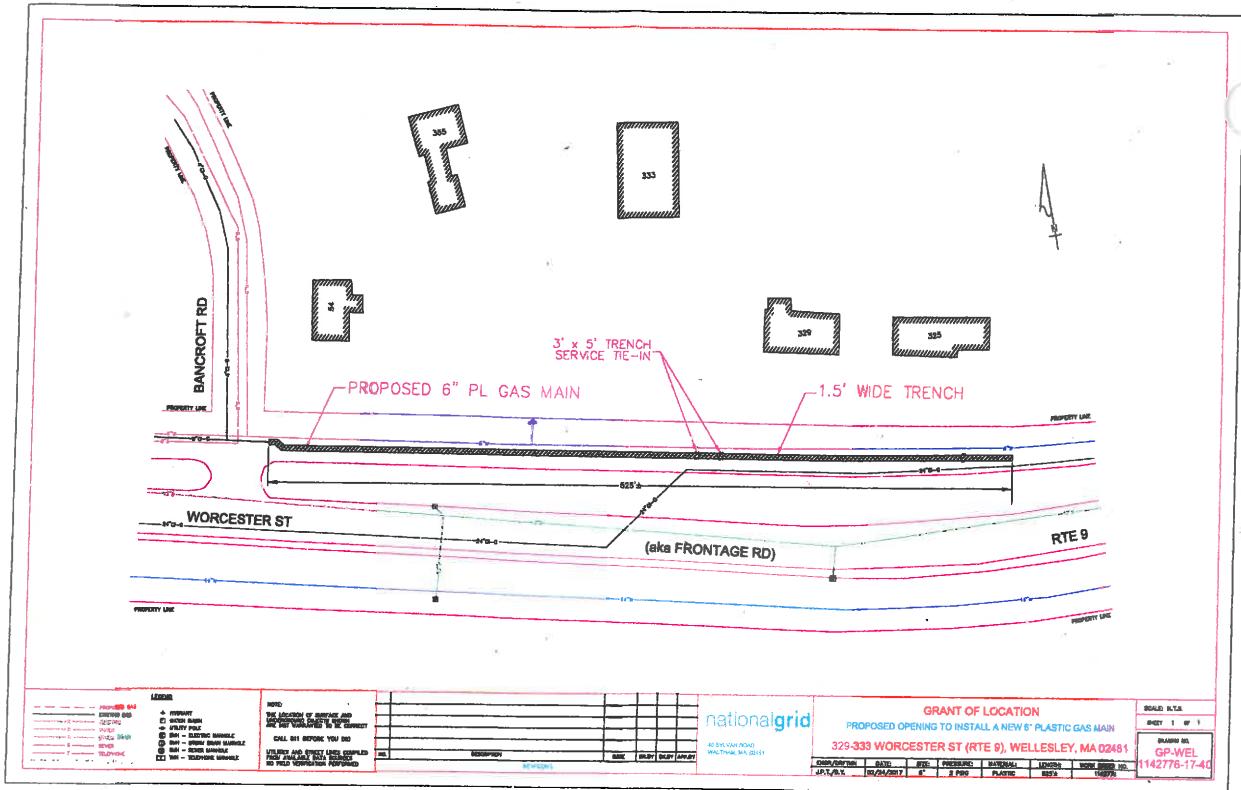
I hereby certify that the foregoing order was duly adopted by the _____ of
the City of _____, MA on the _____ day of _____, 20____.

By: _____

Title

WO# 1142776

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**



PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS**Town of Wellesley / Board of Selectmen:**

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Wellesley** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximate 46 feet more or less of 6 inch gas main in Great Plain Ave. and 700 feet more or less of 6 inch gas main in Fieldstone Way, Wellesley. From the existing 6 inch gas main Great Plain Ave. in front of house # 130 to the end of Fieldstone Way. To provide 10 gas services on Fieldstone Way.

Date: **March 6, 2017**

By: Barbara H. Kelleher
 Barbara H. Kelleher
 Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Wellesley** substantially as described in the petition date **March 6, 2017** attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Wellesley** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20 ____.

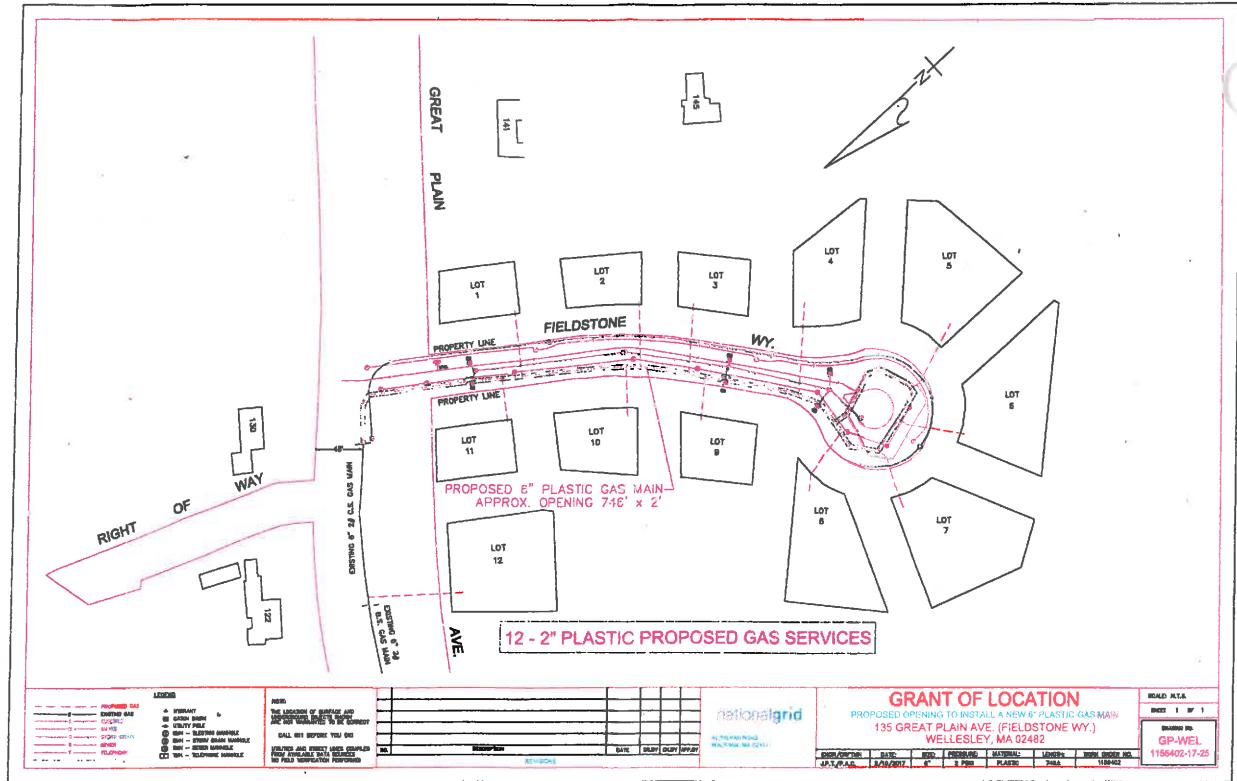
I hereby certify that the foregoing order was duly adopted by the _____ of
 the City of _____, MA on the _____ day of _____, 20 ____.

By: _____

 Title

WO# 1156402

**RETURN ORIGINAL TO THE PERMIT SECTION
 NATIONAL GRID
 40 SYLVAN RD, WALTHAM, MA 02451
 RETAIN DUPLICATE FOR YOUR RECORDS**



7. Brook Street Truck Exclusion Update

On December 5, 2016 the Board of Selectmen authorized the Town to submit a request to Massachusetts Department of Transportation (DOT) to exclude trucks on Brook Street. The Town has received a favorable response to the request, which is included in your packet. The next steps will be to have a public hearing to modify the Town's traffic regulations. This agenda item is to give a brief update noting the request has been approved. The implementation of the exclusion requires authorization by the Board of Selectmen following a public hearing. We will schedule a public hearing for the first meeting in May



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinsin, Administrator



March 3, 2017

Mr. Hans Larsen
Executive Director of General Government
Town Hall
525 Washington Street
Wellesley, MA 02482-5992

Dear Mr. Larsen:

This is in reference to the Town's recent request for a heavy commercial vehicle exclusion (HCVE) on Brook Street in Wellesley.

Please be advised that both our District 6 Traffic Engineering Section and our Boston Office Regulations Section are in agreement with the Town regarding approval of a 24 hour HCVE for vehicles exceeding 2 1/2 ton carrying capacity on Brook Street.

At your earliest convenience, please forward to this office three originals, signed by the Board of Selectmen, of the official adoption of this HCVE regulation for Brook Street into the Town's Traffic Rules and Regulations so that we may issue the appropriate permit accordingly.

Thank you in advance for your attention to this matter.

Sincerely,

Neil E. Boudreau
State Traffic Engineer

RFW/
Cc: Dist. 6 Traffic



Memorandum

To: Walter Heller, P.E.
 District Highway Director
 MassDOT District 6
 185 Kneeland Street
 Boston, MA 02111

Date: November 10, 2016

Project #: 13676.01

From: Michael Regan, PE, PTOE

Re: Brook Street Heavy Commercial Vehicle Exclusion

The Town of Wellesley is requesting a twenty-four hour heavy commercial vehicle exclusion on the entire length of Brook Street from Wellesley Avenue (Route 135) to Great Plain Avenue (Route 135). The town is proposing an alternate route for heavy commercial vehicles with a carrying capacity over two and a half tons to travel via Wellesley Avenue (Route 135)/Great Plain Avenue (Route 135). The proposed excluded route (Brook Street) and proposed alternate route (Wellesley Avenue/Great Plain Avenue) are shown in Attachment A. The Town of Wellesley is dedicated to providing proper signage, as seen in Attachment B, at the following locations: Brook Street at Wellesley Avenue (Route 135); Brook Street at Great Plain Avenue (Route 135); Benvenue Street at Grove Street.

The application of a truck exclusion along Brook Street was examined using guidelines set by the Massachusetts Amendments to the MUTCD, Section 10A-9 Heavy Commercial Vehicle Exclusion. For reference purposes, the criteria for a truck exclusion (commercial vehicles with a carrying capacity over 2 1/2 tons) are:

1. Warrants

- A. *A volume of heavy commercial vehicles, which usually is in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.*
- B. *The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway. (subject to department review)*
- C. *Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a specific night exclusion may be granted.*

A review of the existing conditions along Brook Street was completed with the following comments.

Existing Conditions

Proposed Excluded Route

Brook Street is an urban collector that provides access to Routes 16 and 135 as well residential neighborhoods. Brook Street is generally oriented in the northwest-southeast direction, extending from Wellesley Avenue (Route 135) to the southeast and terminating at Great Plain Avenue (Route 135). The roadway is approximately 24 feet wide with no shoulders or lane markings to separate travel lanes west of Wildon Rd. On-street parking is allowed for the majority of the roadway. Five foot wide sidewalks are present along Brook Street from Wellesley Avenue to Fuller Brook Road and are in fair condition with visible cracking and distortions. Pavement is in fair condition with visible cracking and a few areas with missing pavement/potholes. There is no posted speed limit on the road. Land use along the roadway is residential.

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Proposed Alternate Route

As part of the guidelines set by the Massachusetts Amendments to the MUTCD, Section 10A-9 Heavy Commercial Vehicle Exclusion, a suitable alternate route must be provided for the potential excluded roadway. The proposed alternate route would have heavy commercial vehicles travel on Wellesley Avenue (Route 135) / Great Plain Avenue (Route 135).

Wellesley Ave (Route 135) a two lane, two-way urban principal arterial. It is generally oriented in the west-east direction, extending from Washington Street (Route 16) to Great Plain Avenue (Route 135). The roadway has one 12-foot travel lane in each direction, with 8-foot marked shoulders on each side of the roadway. Five foot wide sidewalks are present along both sides of the roadway from Washington Street (Route 16) to Great Plain Avenue (Route 135). Sidewalks are in good condition with some visibility of cracking. Pavement is in fair condition with visible cracking in the roadway as well as rutting at the traffic signal located at the intersection of Washington Street (Route 16). Brook Street intersects Wellesley Avenue (Route 135) from the southeast to form a T-intersection. Brook Street is under STOP control, while Wellesley Avenue (Route 135) is controlled by a traffic signal. The posted speed limit in the area is 30 miles per hour (mph). Land use along the roadway is mainly residential.

Great Plain Avenue (Route 135) a two lane, two-way principle arterial. It is generally oriented in the northwest-southeast direction, extending from Wellesley Avenue (Route 135) to Brook Street. The roadway has one 13-foot travel lane in each direction, with 8-foot marked shoulders on each side of the roadway. Five foot wide sidewalks are present along the eastern most side of the roadway from Wellesley Avenue (Route 135) to Brook Street. Pavement is in fair condition with some visibility of cracking in the roadway. Brook Street intersects Great Plain Avenue (Route 135) from the southwest to form an unsignalized T-intersection. Brook Street is under STOP control, while Great Plain Avenue (Route 135) is under no control. The posted speed limit in the area is 35 mph. Land use along the roadway is residential.

Traffic Volumes

To identify current traffic characteristics and conditions daily traffic volumes were collected at three locations along Brook Street for a 72-hour period from June 1st, 2016 through June 3rd, 2016 (Wednesday through Friday) using automatic traffic recorders (ATR). These three locations were Brook Street south of Brook Path, Brook Street in-between Hampden Street and Solon Street, and Brook Street East of Juniper Road. The volumes are summarized in Table 1. The half-hour breakdown of the ATR counts can be seen in Attachment C.

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Table 1 Existing Traffic Volume Summary

Location	Traveling	Total Volume ^a	Heavy Vehicle Volume ^b	HV %
Brook St, South of Brook Path	NB	972	75	8%
	SB	1197	70	6%
Brook St, between Hampden St and Solon St	NB	1869	55	3%
	SB	1457	51	4%
Brook St, East of Juniper Rd	WB	2809	80	3%
	EB	3316	97	3%

The ATR data, shown in Table 1, shows that, south of the Brook Path on Brook Street, there is a volume of heavy vehicles that is sufficient to warrant Condition A of Massachusetts Amendments to the MUTCD for Heavy Commercial Vehicle Exclusion. There is an increase in heavy vehicle volume east of Juniper Street, but there is also a significant increase in total vehicular volume which decreases the heavy vehicle percentages.

Travel Times and Distances

The alternate route travel times and distances as compared to the excluded route are summarized in Table 2 below. The travel time and distance information, as shown in Table 2, suggest that there is no significant difference in travel time and distance traveled using the proposed alternate route.

Table 2 Alternate Route Travel Times and Distances

Wellesley Ave at Brook St to/from Great Plain Ave at Brook St			
	Route	Travel Time	Distance Traveled
Proposed Excluded Route	Via Brook Street	3 Minutes	1.0 Miles
Proposed Alternate Route	Via Wellesley Street	3 Minutes	1.0 Miles
Grove St at Benvenue St to/from Great Plain Ave at Brook St			
	Route	Travel Time	Distance Traveled
Proposed Excluded Route	Via Brook Street/Benvenue St	3 Minutes	1.2 Miles
Proposed Alternate Route	Via Wellesley Street	5 Minutes	2.0 Miles

Source: Google Maps

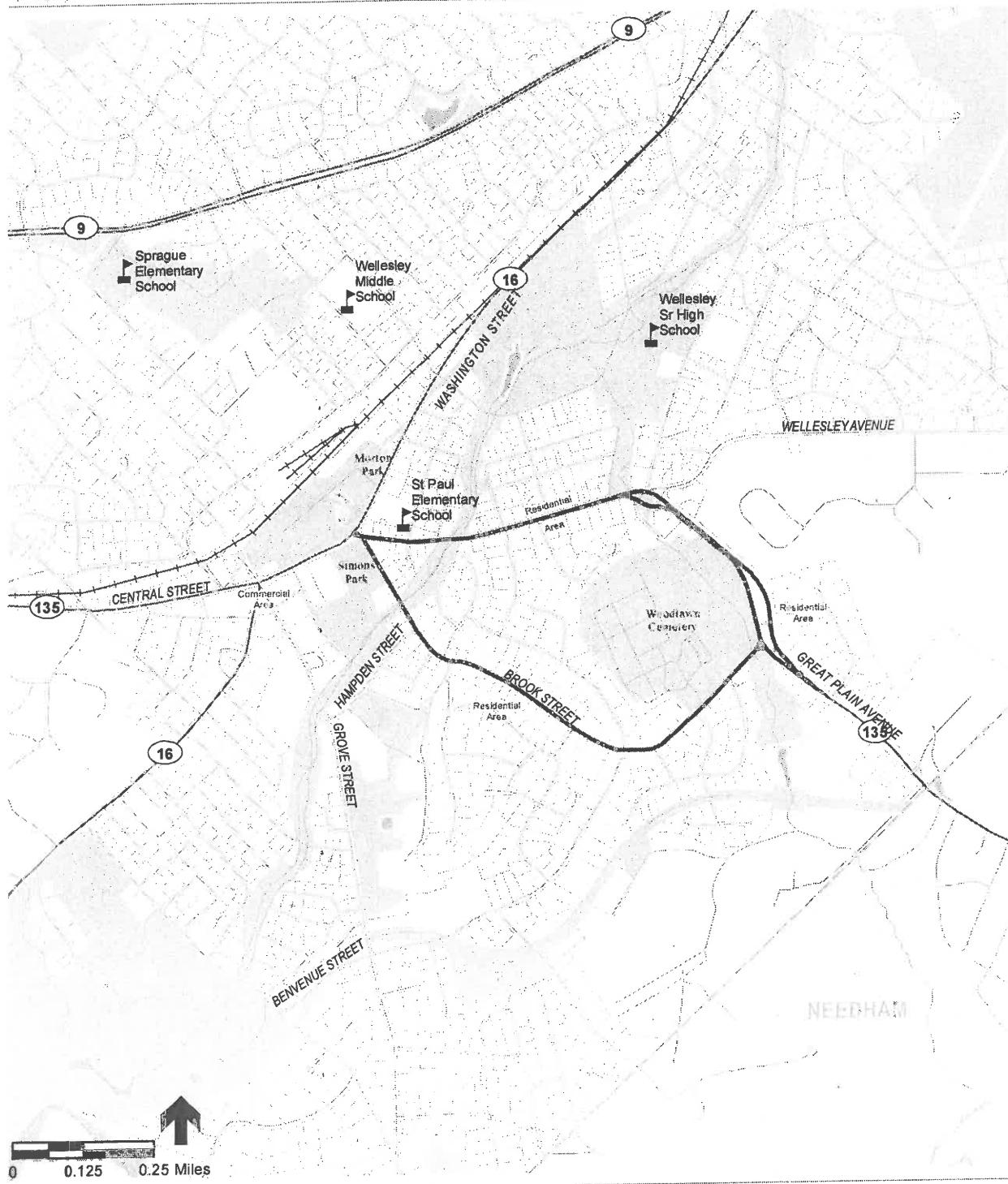
a. Travel times are based on time trials performed during morning peak hours.

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Conclusion

VHB's review indicates that there is sufficient data to warrant a truck exclusion for commercial vehicles with a carrying capacity of 2 ½ tons or more for the entire length of Brook Street from Wellesley Avenue (Route 135) to Great Plain Avenue (Route 135). The roadway's heavy vehicle percentage south of Brook Path falls within the criteria set forth by the Massachusetts Amendments to the MUTCD, Section 10A-9 Heavy Commercial Vehicle Exclusion. Furthermore the proposed alternate route shows no significant differences in travel time and distance traveled as compared to the proposed excluded route. Heavy commercial vehicle exclusion signage as well as truck route signage would be placed at the intersection of Brook Street at Wellesley Avenue (Route 135) and Brook Street at Great Plain Avenue (Route 135). Heavy commercial vehicle exclusion warning signage would be placed near the intersection of Grove Street at Benvenue Street to give forewarning to heavy commercial drivers who intend to use Brook Street. A written statement from the municipality as to the need for the exclusion, and acknowledgement of acceptance of the responsibility for installation and maintenance of appropriate signage can be seen in Attachment D.

Wellesley\Wat-1\S\13670.01 Wellesley-Draft-Artig \CD\Project\Wellesley base map.mxd



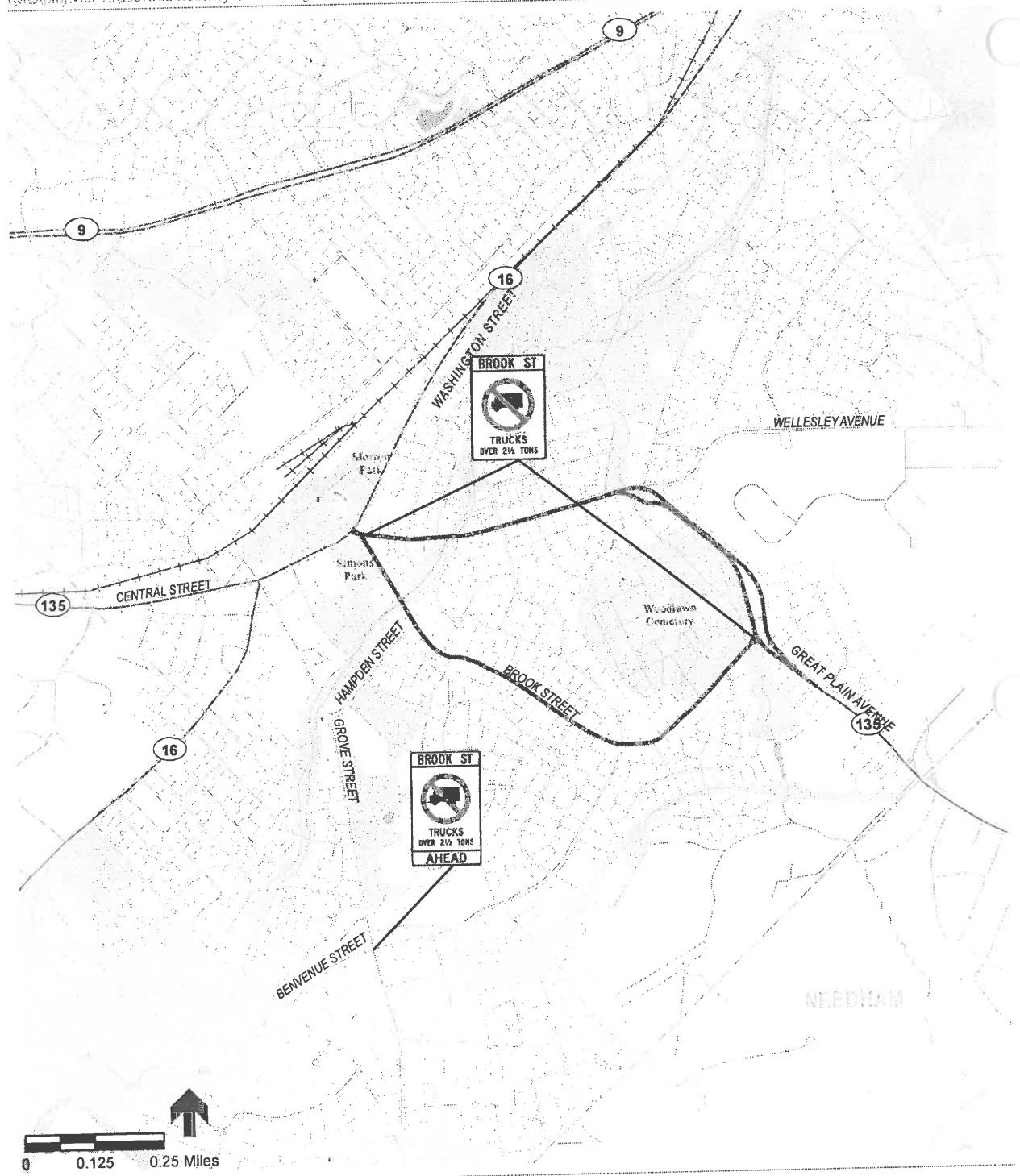
Legend

- Proposed Excluded Route
- Proposed Alternative Route



Attachment A
 Truck Route Map
 Brook Street Truck Exclusion
 Wellesley, Massachusetts

VHBPRJ.Wel-TSK13676.01.Wellesley-OnCall-Assig INCProjectWellesley base map with signage.mxd



Legend

- Proposed Excluded Route
- Proposed Alternative Route



Attachment B
Truck Exclusion Signage
Brook Street Truck Exclusion
Wellesley, Massachusetts

8. Consider FY18 Wetland Protection Fund Expenditures

Last year the Selectmen asked the NRC Director and Wetlands Administrator to prepare the Wetlands Protection Fund Expenditures as part of the budget cycle. In response to last year's request, Julie Meyer, the new Wetlands Administrator, has sent a request for the use of \$13,400 in Wetlands Protection Funds. The request is the same amount as FY17. The request had been reviewed and approved by the Finance Director and staff recommends approval.

As further background, under M.G.L. Ch. 131 §40, the Wetlands Protection Act, persons filing notices of intent to conduct certain activities on wetlands must pay a filing fee, a portion of which is paid to the town and the balance to the state Department of Environmental Protection (DEP). The fees are intended to help defray state and local administrative costs in connection with the Act, i.e., to provide DEP and Wetland's Committee with resources to complete project reviews and issue regulatory decisions within the Act's required time periods.

The Wetland's Committee may now spend these fees without appropriation, but only with the written approval of the Selectmen. Expenditures are restricted to those related to the administration and enforcement of the Wetlands Protection Act.

MOVE to approve the FY18 anticipated expenditures from the Wetlands Protection Fund in the amount of \$13,400, as requested in a March 7, 2017 memo from Julie Meyer, Wetlands Administrator.

**TOWN OF WELLESLEY MASSACHUSETTS****WETLANDS PROTECTION COMMITTEE**

525 WASHINGTON STREET, WELLESLEY, MASSACHUSETTS 02482-5992

Robert Collins, Chair
John Adams
Richard Howell
Pete Jones
J. Stanley Waugh

Julie Meyer, Wetlands Administrator
Wellesley Natural Resources Commission
jmeye@wellesleyma.gov
(781) 431-1019 x 2292
wellesleyma.gov

MEMORANDUM**TO:** Wellesley Board of Selectmen**FROM:** Julie Meyer, Wetlands Administrator**DATE:** March 7, 2017**RE:** Request for Approval of FY18 Anticipated Expenditures from Wetlands Protection Fund

The anticipated Wetland Protection Fund expenses for FY18 are attached. I have reviewed the budget with Natural Resources Commission Director Brandon Schmitt and removed any expenses that are covered in the NRC budget.

We expect no new expenses and are happy to provide FY17 actuals at the end of the fiscal year.

The Wetlands Protection Committee is hereby requesting approval of the anticipated FY18 expenses from the Board of Selectmen.

Wetland Fee Expenses for Dedicated Wetland Fee Account						
Account Title	Explanation	FY16 Actual	FY17 Approved	FY18 Requested	FY19 Anticipated	
Other Professional Services/Recording Secretary	Record/transcribe Wetland Meeting minutes	\$ 2,601.69	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
Computer Supplies	Provides for new laptop, software, upgrades, reference materials, & repair	\$ 1,099.00	\$ 600.00	\$ 600.00	\$ 600.00	
Reference Materials	Educational materials related to wetland issues	\$ 135.48	\$ 300.00	\$ 300.00	\$ 300.00	
Travel - Mileage	Reimbursement for field activity of the Wetlands Administrator @ \$0.56 per mile to review sites in response to requested permits requested (NOIs, RDAs, CoCs, etc.)	\$ 403.25	\$ 600.00	\$ 600.00	\$ 600.00	
Conferences	Covers professional conferences and training seminars for wetland staff and committee members	\$ 355.00	\$ 600.00	\$ 600.00	\$ 600.00	
Dues - MACC Staff & Committee	Professional memberships (MACC)	\$ 910.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Telecommunication	Cell phone for Wetlands Administrator	\$ 792.70	\$ 800.00	\$ 800.00	\$ 800.00	
Consulting Services	Services of consultant to complete new Bylaw Regulations and provide expertise on regulatory issues	\$ 4,480.55	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
Advertising/Hiring		\$ 70.00	\$ -	\$ -	\$ -	
	TOTAL	\$ 10,847.67	\$ 13,400.00	\$ 13,400.00	\$ 13,400.00	
REVENUES	Wetlands filing fees, state and bylaw	\$ 15,876.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	

9. BOS Work Plan

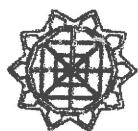
- Discuss Unified Plan Update – This item is on the agenda so that Marjorie and Ellen can provide the board with an update on the approved Vision and Values Statement of the Unified Plan and discuss next steps.
- Discuss Creating Working Group – Update Budget Bylaw – As the board begins to consider its work plan for the upcoming year, it may want to consider the process for developing the FY18 budget and whether it would be useful to form a working group to recommend changes to the process for future years.

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:

- ❖ Memo from MMA to State Legislature on the FY 18 Budget dated March 10, 2017
- ❖ Letter from the Attorney General to Town of West Bridgewater approving their bylaw regarding recreational marijuana establishments



MASSACHUSETTS MUNICIPAL ASSOCIATION

ONE WINTHROP SQUARE, BOSTON, MA 02110
617-426-7272 • 800-882-1498 • fax 617-695-1314 • www.mma.org

March 10, 2017

The Honorable Brian S. Dempsey, House Chair
The Honorable Karen E. Spilka, Senate Chair
The Honorable Stephen Kulik, House Vice Chair
The Honorable Sal N. DiDomenico, Senate Vice Chair
The Honorable Elizabeth A. Malia, House Assistant Vice Chair
The Honorable Patricia Jehlen, Senate Assistant Vice Chair
The Honorable Todd M. Smola, Ranking House Minority Member
The Honorable Viriato M. deMacedo, Ranking Senate Minority Member
Joint Committee on Ways and Means
State House
Boston, MA 02133

Dear Representative Dempsey, Senator Spilka, and Distinguished Members of the House and Senate Committees on Ways and Means:

On behalf of cities and towns in every corner of the Commonwealth, the Massachusetts Municipal Association is writing to support important funding and investment in key municipal and school aid programs in the fiscal 2018 state budget bill that you and your colleagues in the House and Senate will consider in the coming weeks. A strong and enduring partnership between cities and towns and state government is essential to a healthy and expanding economy and to the ability of local government to provide world-class education and municipal services, ensure safe streets and neighborhoods, and maintain local roads and vital infrastructure. This is fundamental to our state's economic success and competitiveness.

Cities and towns will continue to face enormous fiscal challenges unless the Commonwealth embraces a revenue sharing approach to reinvest in municipal aid. Despite a tightly capped property tax due to Proposition 2½, municipalities are more heavily reliant on the property tax to fund essential services than at any time in the past 30 years.

Adequate funding for municipal and education aid is necessary in order for cities and towns to provide the basic local and school services that the residents of Massachusetts deserve and expect, and to mitigate today's overreliance on the most regressive of the major revenue sources in the state, the property tax.

UNRESTRICTED GENERAL GOVERNMENT AID (UGGA)

We strongly support the \$39.9 million increase in the Unrestricted General Government Aid (UGGA) account included in House 1, the fiscal 2018 budget submitted by the Governor on

January 25, and ask you to include this increase in your budget recommendations. This is a high priority for cities and towns across the state. The UGGA account is currently funded at \$1.022 billion, and the 3.9 percent increase included in the Governor's budget is certainly achievable, as it does not exceed the consensus revenue forecast for growth in state tax revenues.

Municipal aid was cut deeply during the Great Recession and earlier retrenchments, and this year remains \$293 million below the fiscal 2008 level of funding, without adjusting for inflation. With local aid levels reduced so deeply, cities and towns have increased their reliance on the property tax, which is now at its highest point of the Proposition 2½ era, and decreased the municipal (non-school) workforce by approximately 15,000 employees according to United States Census Bureau Data reported by *Governing Magazine*.

Linking UGGA funding to the growth in state tax revenues simply means that unrestricted aid tracks the estimated growth in the state's revenue capacity, no more and no less, and provides cities and towns with much-needed funds to deliver vital services that are critical to our overall economic growth, and ensure that today's municipal overreliance on the property tax will not deepen.

It is important to note that the Governor's funding recommendation is covered almost entirely by Lottery and gaming revenues, including \$64.3 million in revenues from the Plainridge Park Casino that opened in 2015. Most of the remaining amount would come from Lottery proceeds that the State Treasurer has forecast at \$965 million next year.

We respectfully ask that the fiscal 2018 UGGA budget recommendation reflect the full forecast growth rate in state tax revenues, as proposed in House 1.

CHAPTER 70 SCHOOL AID

There are two important elements to ensuring progress in funding Chapter 70 education aid: 1) adequate funding for the current Chapter 70 framework; and 2) implementation of the Foundation Budget Review Commission's recommendations to correct major outdated and obsolete aspects of the foundation budget itself.

First, we strongly support a funding increase for Chapter 70 school aid that is sufficient to allow all municipal and regional school districts to reach the "foundation" level of spending, implement the target share/down payment aid equity provisions adopted in 2006, and provide an adequate amount of minimum aid that ensures that all schools receive a suitable and appropriate increase in fiscal 2018, which we believe should be at least \$100 per student.

A significant majority of school districts only receive minimum aid, which is why the minimum aid aspect of Chapter 70 is so important. Under the Governor's recommendation, 237 school districts (73 percent of all operating districts) would receive an increase of only \$20 per student. For many districts, this would represent another in a long series of years of receiving only minimum aid, which has forced a growing reliance on the property tax to fund schools that is not sustainable.

The extraordinarily high number of minimum aid districts demonstrates that the Chapter 70 foundation budget calculation for fiscal 2018 produces far too little aid for public education. Unless fundamental changes are made in the Chapter 70 calculation, the only way to make up for the inadequate Chapter 70 results is to increase minimum aid to \$100 per student.

Second, we strongly support implementation of the recommendations of the Foundation Budget Review Commission to update the Chapter 70 "foundation budget" minimum spending standards for special education and health insurance costs for school employees, and to add to the spending standard a measure of recognition for the cost of services for low-income, English Language Learner (ELL) and other students who would benefit from more intensive services. The Commission recommends phasing in the changes over a four-year period, a position the MMA supports as well.

These recommendations, approved in June 2015 and October 2015 by the Commission, would update the increasingly obsolete foundation budget and restore some measure of credibility to the standard developed as part of the landmark education reform law of 1993.

We very much appreciate the first steps taken in House 1 to implement these recommendations by a modest enhancement of the foundation factor for school employee health insurance benefits and by adding a factor for health insurance benefits for retired employees.

The financial consequences of the obsolete Chapter 70 formula are enormous. In fiscal 2016 (the most recent year with complete data), cities, towns and regional school districts spent \$12.7 billion in actual net school spending under Chapter 70, which is \$2.2 billion or more than 20 percent above the required amount in the outdated foundation budget.

The state's contribution totaled \$4.5 billion, or only 36 percent of actual spending. The increasing reliance on the property tax and other municipal revenues to fund schools is not sustainable.

Unless the Foundation Budget Review Commission's recommended corrections to the Chapter 70 formula are fully implemented, it is inevitable that the quality of public education here in Massachusetts will decline, undermining the state's knowledge-based economy.

SPECIAL EDUCATION "CIRCUIT BREAKER"

We support full funding of the Special Education "Circuit Breaker" Program, through which the state provides a measure of support for services provided to high-cost special education students.

Under section 5A of Chapter 71B of the General Laws, the state's share is 75 percent of costs that exceed four times the state average per pupil foundation budget. This is an essential program that provides critical funding to assist all school districts with the increasingly burdensome and volatile cost of complex and expensive special education services.

Cities and towns are providing special education services under a mandate imposed by state

government, and communities recognize the importance of these services to the schoolchildren who rely on these programs to achieve their maximum educational potential, which is why cities, towns and school districts are committed to meeting their obligations as mandated by the state. The Circuit Breaker formula is intended to partially fund the state mandate.

The Governor's budget would level-fund the Special Education Circuit Breaker program at \$277.3 million. Because special education costs are expected to rise by 3.5 percent in fiscal 2018, this means that the Governor's budget likely underfunds reimbursements by approximately \$20 million. This is a vital account that every city, town and school district relies on to fund state-mandated services. Thanks to your leadership, the Legislature has fully funded this program recently, and we respectfully urge you to ensure full funding again in fiscal 2018.

REIMBURSEMENTS FOR SCHOOL AID LOSSES RELATED TO CHARTER SCHOOLS

The diversion of Chapter 70 school aid from local public schools to pay tuition to charter schools has imposed a major and growing financial burden on cities and towns, a problem made more acute as the state grants more charters and existing charter schools expand.

Local officials strongly support full funding of the Commonwealth's commitment under section 89 of Chapter 71 of the General Laws to reimburse school districts for the loss of a portion of their Chapter 70 aid that is redirected to fund charter schools.

In fiscal 2018, it is expected that assessments on cities and towns to support charter schools will increase by \$60 million (about 11 percent) to \$597 million. Assessments are slated to grow by \$147 million (about 33 percent) during the three fiscal years of 2016, 2017 and 2018. This is not sustainable and has already undermined local public schools.

The \$80.5 million appropriation in the fiscal 2017 general appropriations act is estimated to be about \$54 million below the full funding amount required in the statutory formula, which was signed into law just several years ago. The level funding of this account by the Governor in H. 1 would result in a new shortfall of \$71.5 million, based on our preliminary estimate.

The funding shortfall means that cities and towns are receiving a fraction of the reimbursements due according to state law, and this is impacting a large number of communities. When charter school reimbursements fall short, communities are forced to cut other programs and services to make up the difference. Of the cities and towns with the largest shortfalls, most of have been deemed by the state to have underperforming schools. These include some the state's poorest and most financially distressed cities and towns. Thus, underfunding the charter school reimbursement formula is harming the most vulnerable and challenged school districts and communities.

We continue to call on the Commonwealth to close this year's gap, and to appropriate the full amount necessary to meet the state's statutory obligation in fiscal 2018.

STUDENT TRANSPORTATION REIMBURSEMENTS

Another critical budget priority is funding to assist cities, towns and school districts with the cost of transporting schoolchildren. There are four aspects to this important budget priority: 1) reimbursements to regional districts; 2) the transportation of homeless students under the McKinney-Vento program; 3) transporting out-of-district vocational students; and 4) renewed reimbursements to regular (non-regional) school districts. A brief summary of each of these transportation-funding issues follows below.

- 1) Funding for transportation reimbursements to regional school districts is vital to all regional districts and their member cities and towns, particularly in sparsely populated parts of the state. Decades ago, the state promised 100 percent reimbursement as an incentive for towns and cities to regionalize, and the consistent underfunding of this account has presented serious budget challenges for these districts, taking valuable dollars from the classroom. This account was funded at \$61 million this year. The Governor has proposed that reimbursements be level-funded in fiscal 2018. We respectfully ask that the House and Senate support increasing this key account to reflect higher transportation costs for communities and move the state closer to its full reimbursement commitment, which we estimate at about \$88 million.
- 2) The State Auditor has ruled that the McKinney-Vento program is an unfunded mandate on cities and towns. Under the program, municipalities and school districts are providing very costly transportation services to bus homeless students to schools outside of the local school district. Full funding for fiscal 2017 is estimated at \$24.3 million, but the Commonwealth level-funded the program at \$8.35 million, creating a shortfall of almost \$16 million in the current fiscal year. We respectfully ask that the House and Senate fully fund this state mandate in fiscal 2018.
- 3) The fiscal 2017 state budget includes a \$250,000 item to reimburse communities for a portion of the cost of transporting students to out-of-district placements in vocational schools, as mandated by state law. This account recognizes the significant expense of providing transportation services for out-of-district placements, as these students must travel long distances to participate in vocational programs that are not offered locally. Full funding would require an estimated \$3.3 million this year, and we respectfully ask that the House and Senate fully fund this account in the fiscal 2018 budget.
- 4) Finally, we support a renewed reimbursement program for non-regional school districts to help fund a portion of the burden of student transportation costs. The program was removed from the state budget during a time of economic distress. Restoring funding would benefit school districts in every corner of the state, and would provide important relief that would allow communities to use more of their Chapter 70 aid and local property tax dollars in the classroom.

PAYMENTS IN LIEU OF TAXES (PILOT)

We support full funding of the Commonwealth's obligations and commitments to the program for payments in lieu of taxes for state-owned land (PILOT). This is a particularly

important program for the cities and towns that host and provide municipal services to state facilities that are exempt from the local property tax. This account is currently underfunded at \$26.8 million, and it is still below the \$28.3 million funding level provided in fiscal 2008.

SHANNON ANTI-GANG GRANT PROGRAM

We support continued funding for the Shannon anti-gang grant program that has helped cities and towns respond to and suppress gang-related activities. The program was funded at \$6 million in the fiscal 2017 General Appropriations Act. We respectfully ask that you maintain funding for this important crime prevention program.

A LOCAL AID RESOLUTION TO FACILITATE TIMELY BUDGET DECISIONS AT THE LOCAL LEVEL

Cities, towns and regional school districts need timely notice of the main municipal and school aid accounts in order to prepare and approve forward-looking local revenue and spending plans. We ask that legislative leaders secure an agreement on the \$39.9 million increase in Unrestricted General Government Aid (UGGA) amount for next year, and also agree on a methodology for calculating Chapter 70 local contribution and school aid levels, ideally including a minimum aid increase of \$100 per student, and a phase-in of the Foundation Budget Review Commission recommendations. An agreement would set the stage for a consensus Local Aid Resolution and a commitment to minimum municipal and school aid amounts during April. This would avoid the very difficult budget challenges that has occurred in the past for regional school districts and member cities and towns when required local contributions were not finalized until mid-July.

LOCAL OPTION TAXES

The Governor's budget submission introduced a very limited modernization of the room occupancy excise that recognizes major changes in technology and business practices in the short-term rental industry. The traditional model of away-from-home stays in hotels and bed-and-breakfast (B&B) establishments that are regulated and subject to the room occupancy excise are in competition with new online businesses operations such as Airbnb and HomeAway that avoid regulation and taxation. This has led to an unfair and distorted playing field in the industry, and a loss of revenue for both state and local government in Massachusetts.

We support the efforts of Representative Aaron Michlewitz in House docket 3761 to update the law to reflect new business practices. While there are still discussions about details in the bill, we support including strong room occupancy language in the budget bill and using House docket 3761 as the starting place for discussion on a budget bill provision.

HEALTH CARE COST CONTAINMENT

Health care cost containment is one of most challenging human resource and fiscal issues for both state and local government this year and for the foreseeable future. The Governor has recommended cost containment measures for the MassHealth program and for the Group

Insurance Commission (GIC). The GIC provides health insurance for both current and retired state employees and for some cities, towns, school districts and other units of local government.

The measures proposed for the GIC include a cap on provider rates at 160 percent of applicable Medicare rates (section 29). We ask that any cost containment provisions adopted for the GIC also be provided all local governments, so that cities and towns have the same tools as state government to manage local health insurance budget items.

In addition, the GIC appropriation is based on a number of plan design changes that the Commission has the authority to make unilaterally in order to reduce costs, without mandated bargaining. Municipalities not in the GIC lack this tool and must negotiate plan design changes with multiple unions to achieve similar cost reductions, a process that is particularly difficult when attempting to replicate plan changes that are not in the GIC's benchmark plan.

TUITION FOR OUT-OF-DISTRICT SPECIAL EDUCATION PLACEMENTS

We support section 65 in the Governor's budget recommendation that would freeze state-set out-of-district special education placement rates for fiscal 2018, except in certain extraordinary circumstances. It is our understanding that rates set by the Operational Services Division (OSD) are slated to increase by 1.51 percent next year. An increase of that nature would be inconsistent with any under-funding of the special education "circuit breaker" account and would put added pressure on local school budgets.

SUMMARY

This is a critical time for our economy, and for cities, towns and local taxpayers. We respectfully ask that you adopt the local aid investments and targeted funding detailed above. The Massachusetts economy is growing. But the Massachusetts economy will only reach full its full potential for statewide growth and job creation if all 351 cities and towns have the resources to adequately serve the residents and businesses of the Commonwealth.

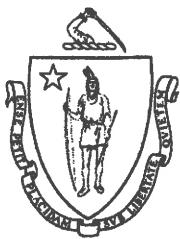
Please contact us at any time if you have any questions or need additional information by having your office reach out to me or MMA Legislative Director John Robertson at 617-426-7272 ext. 122, or jrobertson@mma.org.

Thank you very much for your distinguished record of support, dedication and commitment to the cities and towns of Massachusetts.

Sincerely,



Geoffrey C. Beckwith
Executive Director



THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE ATTORNEY GENERAL
 CENTRAL MASSACHUSETTS DIVISION
 10 MECHANIC STREET, SUITE 301
 WORCESTER, MA 01608

MAURA HEALEY
 ATTORNEY GENERAL

(508) 792-7600
 (508) 795-1991 fax
www.mass.gov/ago

January 18, 2017

Anne G. Iannitelli, Town Clerk
 Town of West Bridgewater
 65 North Main Street
 West Bridgewater, MA 02379

**Re: West Bridgewater Special Town Meeting of December 14, 2016 - Case # 8242
 Warrant Article # 2 (Zoning)**

Dear Ms. Iannitelli:

Article 2 – We approve the amendments adopted under Article 2 at the West Bridgewater Special Town Meeting of December 14, 2016 because, as explained below, the temporary moratorium on recreational marijuana establishments is consistent with the Town’s authority to impose reasonable time limitations on development so that the Town can engage in a legitimate planning study.

The amendments adopted under Article 2 amend the Town’s zoning by-laws to add a new Section 10.1, “Temporary Moratorium on the Sale and Distribution of Recreational Marijuana.” The new Section 10.1 institutes a temporary moratorium, through June 30, 2018, on the use of land or structures for a Recreational Marijuana Establishment and Marijuana Retailer (as defined in Section 10.1.2). The stated purpose of the temporary moratorium is:

By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. The law provides that it is effective on December 15, 2016 and the Cannabis Advisory Board is required to issue regulations regarding implementation by September 15, 2017.^[1]

Currently under the Zoning Bylaw, Recreational Marijuana Establishments and Marijuana Retailers are not a permitted use in the Town and any regulations promulgated by the State Cannabis Advisory Board are expected to provide guidance to the Town in regulating Recreational Marijuana Establishments and Marijuana Retailers.

^[1] We note that it is the Cannabis Control Commission, not the Cannabis Advisory Board, that is charged with issuing regulations. See Section 4(a) of Chapter 94G (as amended by Chapter 351 of the Acts of 2016).

Further, the ballot measure establishes two important provisions that require ballot action by the Town prior to the adoption of zoning. First, the Town must, by ballot, determine whether it will issue licenses for Recreational Marijuana Establishments and Marijuana Retailers and second, by ballot that cannot occur before November 6, 2018, the next biennial state election, on whether to allow on-site consumption of marijuana products should the Town decide to allow licenses for such facilities.^[2]

The regulation of Recreational Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and Marijuana Retailers and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments and Marijuana Retailers and other uses related to the regulation of recreational marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments and Marijuana Retailers so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

We approve this temporary moratorium because it is consistent with the Town's authority to "impose reasonable time limitations on development, at least where those restrictions are temporary and adopted to provide controlled development while the municipality engages in comprehensive planning studies." Sturges v. Chilmark, 380 Mass. 246, 252-253 (1980). Such a temporary moratorium is clearly within the Town's zoning power when the stated intent is to manage a new use, such as recreational marijuana establishments, and there is a stated need for "study, reflection and decision on a subject matter of [some] complexity." W.R. Grace v. Cambridge City Council, 56 Mass. App. Ct. 559, 569 (2002) (City's temporary moratorium on building permits in two districts was within city's authority to zone for public purposes.) The time limit West Bridgewater has selected for its temporary moratorium (through June 30, 2018) appears to be reasonable in these circumstances, where the Cannabis Control Commission regulations have not yet been issued and those regulations "are expected to provide guidance" to the Town.³ Section 10.1.1. The moratorium is limited in time period and scope (to the use of land

² Although not determinative of our decision on Article 2, we note that this text in Article 2 does not clearly reflect the language of the state ballot question passed on November 8, 2016 (Chapter 334 of the Acts of 2016). First, it is not clear from the state ballot question that a town has the power to issue a "license" for marijuana establishments or marijuana retailers. The state ballot question appears to establish the Cannabis Control Commission as the sole licensing authority. See G.L. c. 94G, § 5. The state ballot question does indicate that a town may prohibit the operation of one or more types of marijuana establishments in the town, but whether a complete prohibition on such establishments must be made by by-law vote or town ballot vote (or both) is not clear from the text of the state ballot question. See G.L. c. 94G, § 3(a) (2).

³ We note that Chapter 351 of the Acts of 2016, approved by the Governor on December 30, 2016 and effective immediately as an emergency law, extends the time period for the issuance of the regulations by six months to

and structures for recreational marijuana establishments and marijuana retailers), and thus does not present the problem of a rate-of-development bylaw of unlimited duration which the Zuckerman court determined was unconstitutional. Zuckerman v. Hadley, 442 Mass. 511, 512 (2004) ("[A]bsent exceptional circumstances not present here, restrictions of unlimited duration on a municipality's rate of development are in derogation of the general welfare and thus are unconstitutional.")

Because we find the amendments adopted under Article 2 are clearly within the Town's zoning power, and otherwise do not conflict with the laws or Constitution of the Commonwealth, (*see Bloom v. Worcester*, 363 Mass. 136, 154 (1973)), we approve them.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

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March 15, 2018. (See Section 11 of Chapter 351 of the Acts of 2016). This amendment supports the conclusion that a moratorium through June 30, 2018 is reasonable in order to provide the Town time to study and consider the regulations and engage in a planning process within the context of the regulations.

