

TOWN OF WELLESLEY



MASSACHUSETTS

**BOARD OF SELECTMEN**

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

MARJORIE R. FREIMAN, CHAIR  
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FACSIMILE: (781) 239-1043  
TELEPHONE: (781) 431-1019 x2201  
[WWW.WELLESLEYMA.GOV](http://WWW.WELLESLEYMA.GOV)  
BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

**SELECTMEN'S MEETING  
REVISED AGENDA**

Wellesley Town Hall – Juliani Room

**7:00 P.M. Monday, May 8, 2017**

1. 7:00 Call to Order
2. 7:01 Citizen Speak
3. 7:05 Police Department Quarterly Update
4. 7:20 Discuss Regulation Update of Hawkers/Peddler License
5. 7:35 Executive Director's Update
  - Minutes
  - Accept Gifts to the Town
  - Approve Babson One Day License
  - Appoint New Building Inspector
  - Discuss Tolles Parsons Center Installation of Wellesley Media Equipment
  - Discuss Summer Schedule
6. 8:00 Approve Special Legislation for submittal to the Legislature regarding OPEB
7. 8:10 Updates on Liaison Assignments
8. 8:30 New Business

Next Meeting Dates: Monday, May 15, 2017  
Thursday, May 18, 2017  
Monday, May 22, 2017



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Just a reminder that we are returning to our normal schedule and starting at 7:00 PM in the Juliani Room at Town Hall.

1. Call to Order
2. Citizen Speak

Review Executive Director's Weekly Report – included in your packet is a copy of my weekly report. I will mention a couple of items at the meeting that may be of interest to those watching the meeting, and would be happy to answer any questions that you have.



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BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

## MEMORANDUM

DATE: May 5, 2017

TO: Board of Selectmen

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

SUBJECT: Weekly Report

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

- Bids came in last week for the replacement of the Fells Branch roof. Unfortunately, the low bid was \$50,000 which exceeded the budget by \$20K. Facilities recommends that the bids be rejected and the project be rebid next year when additional funds are secured. The primary reason for the higher cost appears to be the change from asphalt shingle to a wood shingle roof and other modifications that would allow the structure to be historically accurate. Besides this, Facilities has concerns about ability of the low bidder to execute the project, even without the scope change. Conversely, the second bid was \$78,000 and Facilities believes this is probably a more realistic figure as well as being from a reputable firm. Their plan is to seek additional funds in the FY19 budget and bid it again next spring.
- Included in your packet is a draft of the agenda for the meeting being sponsored by Senator Ross regarding Public Safety on May 15<sup>th</sup> at 8:30 AM. As you know, the purpose of the meeting was to invite Secretary of Public Safety Bennett to discuss matters of public safety affecting our community. The Senator's Office has confirmed that Senator Creem and Rep. Peisch will also be attending.
- Please note that we've received an advisory from MassDOT that the northbound exit from I-95 to Route 9 westbound heading for Wellesley will be closed this weekend so that the roadwork for this intersection can be completed. The specific timeframe is 10 PM on Friday evening until 8 AM on Sunday morning.
- As required, the DPW filed on May 1<sup>st</sup> its annual National Pollutant Elimination Discharge System (NPDES) permit with the EPA. Massachusetts is one of a number of states that must report to the EPA, as the State is not certified to manage this work on its own, though there are discussions about doing so. The purpose of the

report is to provide an update on the Town's status of meeting the requirements of the MS4 permit regarding the management of storm water. According to the Town's report the most significant change from last year is the completion of the Fuller Brook project that should at some point have a positive effect on the Charles River as it is a tributary to that. If you would like to review a copy of the report, we have it available in the office or we can include a copy in your FNM.

- MLP installed their internet connection to Town Hall this week along with new Wi-Fi devices. We expect that Wi-Fi service will be greatly improved with this change, and interested in your experience when you are here. On an unrelated note, we received an annual financial statement from Comcast for the last fiscal year (CY2016). If you'd like a copy, please let us know.
- Town Counsel updated me this week that the HCA for 892 Washington Street was signed by the buyer, Mr. Legarde. The Conservation Restriction is now at the State awaiting their review and comment. For some communities this has taken quite a lot of time. Once that is complete and executed, the Board will need to sign the 61A waiver before a closing can take place.
- Chief DeLorie and I met with representatives of Cataldo ambulance this week to discuss several topics. The premise of the meeting was to discuss their insurance coverage for the Town, which did not provide the levels specified in the contract they signed with us in December. After conferring with Town Counsel and MIIA we decided that the lower thresholds they have provided are reasonable, and Cataldo has agreed to make some corrections to the certificate. It was also a good opportunity to meet and discuss how the first five months of service have gone, and what we might like to see them focus on going forward.
- As you know from an earlier email we received this week, there is the possibility of two petitions being circulated for the purpose of requiring the town to hold a special election in late June so that voters could take a position to overturn the Town Meeting actions on large house review and the demo delay bylaw. The petitions need almost 900 signatures of registered voters turned in by 5 PM on May 9<sup>th</sup>.
- I attended the Audit Committee meeting this week. The schools presented a thorough update on their activities to improve their financial procedures, and the audit committee seemed pleased that they have made a good amount of progress. Some of their improvements have reduced the incidence of special payrolls and improved revenue flow to the Town. Powers & Sullivan, the Town's audit firm will be on campus the week of May 15<sup>th</sup> to begin their annual testing process.
- I also attended a meeting of various departments to discuss opportunities to submit a grant to the State for funds to improve recycling activities. A representative of DEP was also present to offer feedback on our ideas, and it sounds like something targeted towards reducing food from schools that ends up in the waste stream and paying for equipment to do this or bolster the SEC's food recovery and food rescue efforts is a real possibility. We'll assist SEC, DPW and BOH in pulling this together.
- The FMD has awarded a contract to a firm to complete the replacement of the Fire Station floor that was the subject of a warrant article at Town Meeting. We'll let you know when this work is completed.
- I also sat in on a meeting between Planning, Building, DPW and wetlands to talk through changes to the regulations and process that must result from the approved changes to the Large House Review program. Staff is working through this to make sure the edits make sense and coordinate well between offices, and the goal is to present this to the Planning Board for their June 5<sup>th</sup> meeting, ahead of when the new rules would go into effect in July.

- Included in your packet is a memo from Terry providing an update on the status of the six leases that the Town executes with businesses along the Cochituate Aqueduct. These leases either expire late this summer or need to have the rent escalation clause updated for which we'll be bringing them to you for approval in the next few months.
- It was wonderful to have the Lt. Governor here yesterday to sign the community compact. I expect that shortly we'll receive the details of the grant which are anticipated to be technical assistance on the communications plan, and a cash grant to develop a strategy to digitize public records.



5/5/2017

Black regular agenda items

***Board of Selectmen Calendar – FY17***

<b><i>Date</i></b>	<b><i>Selectmen Meeting Items</i></b>	<b><i>Other Meeting Items</i></b>
<i>5/8 Monday</i>		
<i>5/15 Monday</i>	WCC Trail easements PBC Joint Meeting? Rick Delorie _Fire Quarterly Update? Joint Meeting with SC? Lower Falls Update	
<i>5/22 Monday</i>	Budget Debrief with Advisory PSI-900 Worcester Brian DuPont - Website update	
<i>5/29 Monday</i>	<b>Memorial Day, Town Hall Closed</b>	
<i>5/30 Tuesday</i>	Brook/Amherst Truck exclusion Great Plain Avenue PSI if needed Rt. 9 update	
<i>6/5 Monday</i>	North 40 Planning Process Cochituate Aqueduct Leases Fire Quarterly Update?	
<i>6/12 Monday</i>	Board to vote borrowing. Appointment Renewals- MWRA, Norfolk County SEC- Green Communities Update Lion's Club - new chapter	
<i>6/19 Monday</i>	Allen Hebert-- Energy Update	
<i>6/26 Monday</i>	Reviews- Exec. Dir. And Chiefs	
<i>7/3 Monday</i>		
<i>7/4 Tuesday</i>	<b>Town Hall Closed</b>	

**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*



3. Police Department Quarterly Update

Chief Pilecki will be present to give the Board an update on current and future activities and programs of the department, information on metrics that might be of interest to the Board and other updates he believes would be helpful. This is his first quarterly update to the Board, so your thoughts on things he might add after the first one would be very helpful to him.



4. Discuss Regulation Update of Hawkers/Peddler License

Several months ago our office received the attached email from Mr. Godinez making us aware that he believed the Town's regulations on this topic were out of date and would not stand up to a challenge that they are unconstitutional. Included in the packet you will find his email and the response from Town Counsel that in essence said that he agreed. Thus I directed Town Counsel to draft a revised regulation that would resolve these matters and to do so in consultation with Chief Pilecki. The matter of clarifying that a service such as pest control could be sold door to door was minor in nature. Our larger concern was that some residents would appreciate the fact that we have removed the limitations of what hours such solicitations could occur. Chief Pilecki noted that it would be his preference that such solicitations be limited to daytime hours not after 5:00 PM.

Town Counsel has explained that we may not have such a limitation, and thus the attached draft regulations do not. We understand from Town Counsel that there has been some discussion of a "do not solicit" list similar to the "Do Not Call" list and as such residents could submit to the Police Department a request that they be on such a list, and that list would then be provided to permit holders who want to solicit. While this would require extra work on the part of the department, the benefit to the community would make it very worthwhile.

Chief Pilecki and I will be prepared to review the draft with you and consider approving it for adoption. A copy of the policy last approved in 2009 is also attached.



**Robinson, Blythe**

---

**From:** Tom Harrington <tom@miyares-harrington.com>  
**Sent:** Tuesday, April 04, 2017 5:15 PM  
**To:** Robinson, Blythe  
**Cc:** Blake Mensing  
**Subject:** Constitutional Concerns with Wellesley Regulation

Hi Blythe,

Mr. Godinez raises two issues with Wellesley's Regulations on door-to-door solicitation that have merit.

First, the Regulations do not define "door-to-door solicitations" and the definitions of "Transient Vendor" and "Hawker" only apply to persons selling goods, wares, or merchandise. Mr. Godinez is selling a service (pest control). Therefore, in my opinion, the regulations don't apply to him because the definitions above are limited to material goods.

Second, the "Restrictions on Activity" section prohibiting door-to-door solicitation after 5pm is likely to be held to be unconstitutional if challenged in Court. Specifically, the Courts consider generally consider any time restriction to be arbitrary (no matter how late). The Court has opined that, generally, the property owner is in the better position to control solicitations with no trespassing signs.

Therefore, in my opinion, Wellesley should not enforce its current Regulations against Mr. Godinez's employees.

Initially, we should rewrite the Regulations to include door-to-door solicitations for the sale of services; and 2) remove the time restrictions. We may also want to let homeowners know that they can post "No Solicitation" signs and the police can enforce them.

Let me know if you'd like me to edit the regulations as described above. Also, can I share this opinion with Jack Pilecki?

Thanks.

Tom

Here is more information on time restrictions:

The AG made the following caution to Pembroke's on a door-to-door solicitation bylaw (but did not reject it):

Section 9 (H) (d) limits soliciting and canvassing "before 9:00 a.m. or after 8:00 p.m. where there is no sign or notice posted on the property which otherwise limits solicitation or the hours of solicitation or such other activities." Such a restriction on the hours of solicitation may be inconsistent with the holding in Massachusetts Fair Share, Inc. v. Rockland, 610 F. Supp. 682 (D. Mass. 1986). In Massachusetts Fair Share, the Court held that by-laws in eighteen towns limiting solicitation to certain daylight hours were unconstitutional. Among the time restrictions considered by the court were one community's provision that limited solicitation to the hours of 9:00 a.m. to 5:00 p.m. and another community's provision that allowed solicitation only between 3:30 p.m. and 8:30 p.m. on weekdays. The Court held that the legitimate municipal interests of reducing crime and public annoyance "can be better served by measures less intrusive than such overly restrictive time

limitations." *Massachusetts Fair Share*, 610 F. Supp at 689. The Town should consult with Town Counsel to ensure that any limitations placed upon the hours that solicitation may occur do not "impermissibly infring[e] upon the first amendment rights" of solicitors. Id. at 689.

Attorney General Decision, Pembroke Special Town Meeting, Case No. 8207, (Feb. 24, 2017).

Here's an excerpt from *Massachusetts Fair Share* that describes the balancing of First Amendment rights and time restrictions on door-to-door solicitation: "It is common knowledge that most working people are employed outside the home during the working day until about 6:00 p.m. The hours after six o'clock would encompass the normal evening hours during which prospective household occupants would normally be available to be solicited or canvassed. The precedents governing this matter require a much more careful regard for First Amendment rights, than that shown by Southington's overly restrictive ordinance." *Massachusetts Fair Share, Inc. v. Rockland*, 610 F. Supp. 682, 688 (D. Mass. 1986) (internal citations omitted).

On Mar 8, 2017, at 4:06 PM, Robinson, Blythe <[brobinson@wellesleyma.gov](mailto:brobinson@wellesleyma.gov)> wrote:

Tom,

This is the complaint I mentioned to you on the phone today regarding our hawkers & peddlers. Would you please have someone on your team take a look and let me know whether we need to update these, or they are fine and then I can let this person know either way.

Regards,  
Blythe

Blythe C. Robinson  
Executive Director- General Government  
Town of Wellesley  
525 Washington Street  
Wellesley, MA 02482  
P – 781-431-1019, ext. 2200  
[brobinson@wellesleyma.gov](mailto:brobinson@wellesleyma.gov)

**From:** Hobson, Sandy  
**Sent:** Wednesday, March 01, 2017 8:44 AM  
**To:** Robinson, Blythe <[brobinson@wellesleyma.gov](mailto:brobinson@wellesleyma.gov)>  
**Subject:** FW: Constitutional Concerns with Wellesley Regulation

**From:** Juan Godinez [mailto:[juang@d2dmillionaire.com](mailto:juang@d2dmillionaire.com)]  
**Sent:** Tuesday, February 28, 2017 5:50 PM  
**To:** DL: Board of Selectmen <[sel@wellesleyma.gov](mailto:sel@wellesleyma.gov)>  
**Cc:** [tom@miyares-harrington.com](mailto:tom@miyares-harrington.com); [contact@miyares-harrington.com](mailto:contact@miyares-harrington.com)  
**Subject:** Constitutional Concerns with Wellesley Regulation

To the Selectmen Board, Town of Wellesley, MA:

My name is Juan Godinez and I am a local business owner that would like to begin a door-to-door sales program in the Town of Wellesley. My business partners and I have been in the pest control industry for a

combined total of over 60 years dating back to 1999. We have successfully run door-to-door programs for the last two decades, developing strong relationships with the towns and cities in which we work, in large part due to our compliance with local laws and regulations and our ethical sales approach.

In reviewing Wellesley's regulations concerning door-to-door solicitations ("Regulations Regarding for-Profit Transient Vendors/Businesses; Hawkers and Peddlers; Door-to-Door Solicitations," Revised January 5, 2009) (attached), we have significant concerns regarding the constitutionality of some of the provisions of your regulation:

- 1) The regulations' "restrictions on activity" section appears to be in violation of the First Amendment and the Due Process Clause of the US Constitution. In particular, Wellesley's regulation prohibits soliciting door-to-door after 5pm, which is when many homeowners are just leaving work to return home. Such a restriction would prevent our sales representatives from speaking with a number, if not the majority, of Wellesley homeowners, and would likely result in the loss of significant revenue. The attorney for the town of Lynn, MA, addressing the question of whether an hours restriction was constitutional, reasoned that an hours restriction was likely a violation of the First Amendment, Due Process, and was therefore likely unconstitutional (see attached, p. 12-14; see also *City of Watseka v. Illinois Pub Act Council*, 479 U.S. 1048 (1987)). We are unaware of any nearby town having a similar 5pm restriction. We are also concerned with the apparently unfettered authority vested in the Chief of Police to further regulate "the hours and conditions" under which activities may occur. We have no reason to believe the Chief would abuse this authority but it is not readily apparent what our remedy would be should he or she decide to implement further restrictions in violation of our constitutional rights.
- 2) The regulation is also unduly vague and/or ambiguous. While the regulation purports to apply to "door-to-door solicitations," it neither defines what that term means nor does it cite a relevant Chapter or Section of the M.G.L.. Moreover, the town by-law does not specifically reference door-to-door solicitation for services (see By-Law Article 49.33). Of particular concern to my company, the town regulation does not appear to apply to those that are selling a service door-to-door (such as a pest control service) rather than mere "goods" or "wares." Despite the law not clearly applying to those selling services door-to-door, the Wellesley PD has informed me that sales representatives selling contracts for future services would be arrested if the PD felt the representatives were in violation of the town regulation.

This matter is of great concern to our company's interests. We will suffer significant damages in the event we are not permitted to solicit door-to-door in the Town of Wellesley to the full extent provided by the First Amendment and the Due Process Clause. As a courtesy, my company will always inform the Wellesley PD regarding our whereabouts and our dates and hours of operations, as we have strived to do in the other markets in which we operate for nearly 20 years. However, we respectfully request that your office suspend the regulation until these constitutional matters are remedied. We also respectfully request that until such time, the Wellesley PD be directed not to arrest sales representatives that, in the department's estimation, violate this particular regulation.

We look forward to developing a strong working relationship with your town and appreciate your kind resolution of this matter.

CC: Town Counsel (Tom Harrington)

Very respectfully,  
Juan Godinez | D2D Millionaire

# Proposed Draft - May, 2017

These regulations governing for-profit transient vendors/businesses, hawkers and peddlers, and door-to-door solicitations are hereby enacted pursuant to the authority set forth in the Police Regulations of the Town of Wellesley, Bylaw Article 49.33. These regulations are intended to supplement, and not to replace or override, the Massachusetts General Law governing the foregoing activities, all as set forth in M.G.L. Chapter 101, §§ 1 through 34.

## I. Definitions. The terms set forth herein shall have the following meanings for the purposes of these regulations:

1. "Soliciting" or "Solicitation" shall mean selling, attempting to sell, or seeking to obtain orders for the purchase and future delivery of goods, wares, merchandise, or services.
2. "Transient Vendor", "Transient Business": A transient vendor is a person who conducts a transient business for profit. A transient business (also called a temporary business) is any exhibition and sale of goods, wares, merchandise, or services which is carried on in any structure (such as a building, tent, or booth) unless such place is open for business during usual business hours for a period of at least 12 consecutive months.
2. "Hawker and Peddler": Any person, either principal or agent, who goes from place to place within the Town selling goods, wares, merchandise, or services, whether on foot or in a vehicle, for profit, is a hawker or peddler (these two terms are interchangeable).
3. "Person": For purposes of these regulations, the persons being regulated herein are those persons over the age of 16 who are engaging in the activities regulated herein for or on behalf of for profit organizations. (See Section VI, Exemptions).

## II. Purpose. The purpose of these regulations is to ensure public safety by requiring persons conducting the foregoing activities, which historically have a significant potential for fraud and abuse, to be licensed, at the state level or local level, so that the Town's citizenry will know who is conducting these activities and that, to the degree set forth herein or in the applicable Massachusetts General Laws, they have identified themselves to the proper authorities, are bonded if required, and satisfy the minimum criteria.

## III. Scope. These regulations shall apply to all persons conducting the foregoing activities within the Town.

IV. Compliance requirements. Each person engaging in the foregoing activity shall, be subject to, responsible for, and fully in compliance at all times with the following requirements:

1. Registration requirements.

- a. Persons not registered (licensed) by the state shall make application for a Wellesley registration card to the Chief of Police, on a form containing the following information: The applicant's name, signature, home address, the name and address of the owner or parties in whose interest the business is to be conducted, their business address and phone number, cellular telephone numbers for the applicant and business; a brief description of the business to be conducted within the Town; the applicant's social security number; the description and registration of any motor vehicles used by the applicant; and whether the applicant has ever been charged with a felony. The application shall be made under oath. The applicant shall be photographed for purpose of identification. The Chief of Police shall approve the application and issue a registration card within 48 hours of its filing unless he determines either that the application is incomplete, or that the applicant is a convicted felon, or is a fugitive from justice. The registration card shall be in the form of an identification card, containing the name, signature and photograph of the licensee. Such card shall be non-transferable, and valid only for the person identified therein and for the purpose as shown on the license. The card shall be valid for a period of two years from the date of issuance. Any such registration card shall be void upon its surrender or revocation, or upon the filing of a report of loss or theft with the Wellesley Police Department. The Chief of Police may revoke such registration card for good cause.
- b. Persons registered (licensed) by the state shall not be subject to the foregoing paragraph, but are required to make themselves known to the Wellesley Police Department.

2. Registration card or license to be visibly displayed.

Such state or local registration card or license shall be displayed at all times while the business activity is being conducted, and shall be provided to any police officer upon request. The license shall also be affixed conspicuously on the outer garment of the licensee whenever he or she shall be engaged in the activity, except in the case of a transient business when the license shall be displayed visibly within the structure where such business is being conducted. Such registration

card or license, if issued locally, shall be the property of the Town of Wellesley and shall be surrendered to the Chief of Police upon its expiration.

3. Registration card (license) fee.

The filing of a copy of a state license as required shall not be subject to a fee; the fee for a local registration card shall be \$62.00 or as otherwise specified by the Director of the Office of Consumer Affairs and Business Regulation under Chapter 101, §22 of the Massachusetts General Laws.

4. Restrictions on activity.

- a. No activity governed by these regulations shall be conducted upon public or private premises that have been duly posted "No Solicitation" or words of similar meaning.
- b. No person may use any plan, scheme or ruse, or make any false statement of fact, regarding the true status or mission of the person making the solicitation.
- c. The Chief of Police may further regulate the conditions under which the licensee may engage in door-to-door solicitation, except the Chief of Police may not restrict the times or days when licensees may engage in door-to-door solicitation.

V. Violations and Penalties.

1. Any and all violations of these regulations may be enforced by any police officer, either by initiating criminal proceedings, or through the noncriminal disposition procedure set forth in Town Bylaw Article 52.1 et seq.
2. Any person violating any one or more of these regulations shall be subject to the following fines:
  - a. \$150 for the first offense.
  - b. \$300 for each subsequent offense, with each such subsequent offense constituting a separate offense.
3. Any person found committing a violation of these regulations may be arrested by a police officer without a warrant.

VI. Exemptions.

These regulations shall not apply to any person conducting sales of second hand articles as defined in Rules and Regulations Relating to Flea Markets, Garage Sales, and Estate Sales in the Town of Wellesley, nor to any person engaged in the foregoing activities for or on behalf of a not-for-profit organization incorporated under Chapter 180 of the Massachusetts General Laws.

Promulgated this \_\_\_\_\_ day of \_\_\_\_\_ 2017, effective upon the filing of a copy hereof with the Town Clerk.

**WELLESLEY BOARD OF SELECTMEN**

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Marjorie R. Freiman, Chair

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Ellen F. Gibbs, Vice Chair

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Jack Morgan

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Beth Sullivan Woods

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Thomas H. Ulfelder



**TOWN OF WELLESLEY  
COMMONWEALTH OF MASSACHUSETTS**



**REGULATIONS REGARDING FOR-  
PROFIT TRANSIENT  
VENDORS/BUSINESSES;  
HAWKERS AND PEDDLERS; DOOR-TO-  
DOOR SOLICITATIONS**

Revised January 5, 2009

It is understood that the Rules and Regulations contained herein are in compliance with and subject to the General Laws of the Commonwealth of Massachusetts. These regulations, promulgated on June 16, 2008 and amended on January 5, 2009 shall supersede all previous regulations issued by the Town of Wellesley.

Local Licensing Authority: Wellesley Board of Selectmen

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I. Definitions. The following terms shall have the meanings set forth in M.G.L. Chapter 101, §§1 et seq., and are summarized for the purposes of these regulations as follows:

1. "Transient Vendor", "Transient Business": A transient vendor is a person who conducts a transient business of profit. A transient business (also called a temporary business) is any exhibition and sale of goods, wares or merchandise which is carried on in any structure (such as a building, tent, or booth) unless such place is open for business during usual business hours for a period of at least 12 consecutive months.
2. "Hawker and Peddler": Any person who goes from place to place within the Town selling goods, whether on foot or in a vehicle, for profit, is a hawker or peddler (these two terms are interchangeable).
3. "Person": For purposes of these regulations, the persons being regulated herein are those persons over the age of 16 who are engaging in the activities regulated herein for or on behalf of for-profit organizations. (See Section VI, Exemptions).

II. Purpose. The purpose of these regulations is to ensure public safety by requiring persons conducting the foregoing activities which historically have a high potential for fraud and abuse to be licensed, either at the state level or local level, so that the Town's citizenry will know who is conducting these activities and that, to the degree set forth herein or in the applicable Massachusetts General Laws, they have identified themselves to the proper authorities, are bonded if required, and satisfy the minimum criteria.

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b. Persons registered (licensed) by the state shall not be subject to the foregoing paragraph, but are required to make themselves known to the Wellesley Police Department.

2. Registration card or license to be visibly displayed.

Such state or local registration card or license shall be displayed at all times while the business activity is being conducted, and shall be provided to any police officer upon request. The license shall also be affixed conspicuously on the outer garment of the licensee whenever he or she shall be engaged in the activity, except in the case of a transient business when the license shall be displayed visibly within the structure where such business is being conducted. Such registration card or license, if issued locally, shall be the property of the Town of Wellesley and shall be surrendered to the Chief of Police upon its expiration.

3. Registration card (license) fee.

The filing of a copy of a state license as required shall not be subject to a fee; the fee for a local registration card shall be \$ \$62.00 or as otherwise specified by the Director of the Office of Consumer Affairs and Business Regulation under Chapter 101, §22 of the Massachusetts General Laws.

4. Restrictions on activity.

- a. No activity governed by these regulations shall be conducted upon public or private premises that have been duly posted "No Solicitation" or words of similar meaning.
- b. No solicitations will be made after 5:00 pm or before 8:00 am.
- c. No solicitations will be made on official holidays or Sundays.
- d. No person may use any plan, scheme or ruse, or make any false statement of fact, regarding the true status or mission of the person making the call. ~~Solicitation~~.
- e. The Chief of Police may further regulate the hours and conditions under which the licensee may engage in door to door selling.

V. Violations and Penalties.

1. Any and all violations of these regulations may be enforced by any police officer, either by initiating criminal proceedings, or through the non-criminal disposition procedure set forth in Town Bylaw Article 52.1 et seq.
2. Any person violating any one or more of these regulations shall be subject to the following fines:
  - a. \$150 for the first offense.
  - b. \$300 for each subsequent offense, with each such subsequent offense constituting a separate offense.
3. Any person found committing a violation of these regulations may be arrested by a police officer without a warrant.

VI. Exemptions.

These regulations shall not apply to any person conducting sales of second hand articles as defined in Rules and Regulations Relating to Flea Markets, Garage

Sales, and Estate Sales in The Town of Wellesley, nor to any person engaged in the foregoing activities for or on behalf of a not-for-profit organization incorporated under Chapter 180 of the Massachusetts General Laws.

Promulgated this 5<sup>th</sup> day of January 2009, effective upon the filing of a copy hereof with the Town Clerk.

WELLESLEY BOARD OF SELECTMEN

Gregory B. Mills  
Gregory B. Mills, Chairman

Barbara D. Searle  
Barbara D. Searle, Vice Chairman

Owen H. Dugan ~~Harriet S. Warshaw~~  
Owen H. Dugan, Secretary ~~Harriet S. Warshaw~~

Katherine L. Babson, Jr.  
Katherine L. Babson Jr.

## 5. Executive Director's Report

- Minutes – the regular session minutes of the April 13<sup>th</sup> and May 1<sup>st</sup> meetings are included in your packet for approval.

**MOVE** to approve the regular session minutes of the Board of Selectmen meetings of April 13 and May 1, 2017.



**Board of Selectmen Meeting: April 13, 2017**  
**Present: Freiman, Gibbs, Morgan, Ulfelder, Sullivan Woods**  
**Also Present: Robinson, Jop**  
**Minutes Approved: None**

**Meeting Documents:**

1. Agenda
2. Agenda Background Memorandum
3. March 29, 2017 Memo from John Fortini Re: Eagle Scout Recognitions
4. Eagle Scout Proclamations
5. SMMA Example Scope of Services dated 9/14/15
6. License Agreement with P.J. Keating and Paramount Pictures for the use of 900 Worcester Street

**1. Call to Order**

Ms. Freiman called the meeting to order at 6:45 p.m. Mr. Morgan was absent.

**2. Citizen's Speak**

None.

**3. License Agreements for 900 Worcester Street**

Ms. Robinson discussed the two proposed license agreements for the use of 900 Worcester Street. Ms. Robinson noted PJ Keating Co., the contractor for the MassDOT repaving and Kingsbury Street intersection reconstruction has asked to use the site to store materials from now until the end of September. In addition, Paramount Pictures has asked to use the site for a few days at the start of May to park cars and trailers. The Town in addition to the two license agreements will be preparing a further agreement with Wellesley Sports Center, Inc. to transfer the licenses should they take possession of the site during this period. Wellesley Sports Center, Inc. has been awarded a long-term lease with the Town for the construction of a recreational facility.

The Board was amenable to the licenses.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Gibbs, the Board voted (4-0) to enter into a license agreement with P.J. Keating Co. and Paramount Pictures for the use of 900 Worcester Street subject to final authorization by Town Counsel, and to authorize Marjorie Freiman to sign on behalf of the Board.**

**4. Eagle Scout Proclamations**

Ms. Robinson informed the Board that six Scouts that have attained the rank of Eagle Scout. Ms. Robinson recognized Eric Martin Carlson, Nathaniel Gray Gordon, Ryan Barrett Hennessee, Alexander Christian Luzaitis, Alexander Edmund Prideaux, and Mathew Hewett Scherrer. An Eagle Court of Honor will be held April 30, 2017 to recognize these six Scouts.

**5. Joint Meeting with the School Committee to discuss HHU Feasibility Studies**

Ms. Freiman called a joint meeting with the School Committee. Mr. Morgan joined the Board at 7:15 pm. Present for the School Committee were Sharon Gray, Matt Kelley, Michael D'Ortenzio, Jr, Anthony Bent, and Melissa Martin.

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Gibbs, the Boards voted (9-0) to elect Marjorie Freiman as Chair of the joint meeting.**

**Upon a motion by Ms. Sullivan Woods and seconded by Ms. Gibbs, the Boards voted (9-0) to elect Sharon Gray as Secretary of the joint meeting.**

Mr. Joe McDonough joined the meeting. Mr. McDonough gave a presentation on the components and process for School Feasibility Studies. He noted the Town has been submitting Statements of Interest to the Massachusetts School Building Association annually since 2013. The last submittal was April 7, 2017. Mr. McDonough noted it is unlikely the Town would be invited into the grant program, but should expect an answer by December 2017.

Mr. McDonough described the MSBA's 8 priority classifications. He noted the MSBA considers the greatest and most urgent needs for each school district. Areas which increase prioritization include whether buildings are structurally unsound or crowding is at a point of jeopardizing safety. He noted that if the Town starts feasibility studies in advance of the determination by the MSBA, should the Town be selected, the study would not count and the funds would not be compensated for as part of the grant.

Mr. McDonough reviewed the MSBA School Building Committee requirements noting the Committee generally includes 13 members. The Town would establish the roles and responsibilities of the Committee and would include representatives from the School Committee, Board of Selectmen, Facilities Maintenance Department, and the Permanent Building Committee.

Mr. McDonough reviewed the process for hiring a design professional through the procurement process. The Feasibility Scope of Work as outlined by MSBA would include a detailed traffic assessment, topographic survey, and a green building charrette. Mr. McDonough indicated this step of the process may be a good opportunity to include Sustainable Wellesley and the Sustainable Energy Committee on design elements and process. Mr. McDonough reviewed a tentative schedule.

Mr. Morgan asked if the Town could save money with similar programmatic designs for each of the schools. Dr. Lussier agreed that the programming would not be significantly different, and questioned when in the process swing space would be determined.

Mr. McDonough noted programming is a major component of a feasibility study. Under his schedule the process would begin in December 2017. With regards to swing space, Mr. McDonough noted the architect will be looking at the site and would be looking to the Town for off-site options.

The Selectmen and the School Committee discussed how to proceed on swing space. Mr. Morgan noted the Town should be considering a fall Special Town Meeting to get the process underway if we want to commence the studies by December.

Ms. Freiman asked the School Committee to describe their process for determining what moves forward under feasibility. Ms. Freiman noted the HHU Master Plan Committee's recommendation was to do three feasibility studies. Ms. Freiman questioned why the Town would do three feasibility studies when the immediate recommendation was to construct two schools. Ms. Freiman asked if the intermediate step was to do a fit test.

Ms. Sullivan Woods asked if the School Committee has vetted and accepted the Master Plan Committee's recommendation.

Ms. Gray stated she was inclined to support a fit test. She noted the School Committee has not voted on the Master Plan Committee's recommendation. She noted the School Committee was unsure whether a Spring Special Town Meeting was possible or whether the Town would wait for a Fall Special Town Meeting.

Ms. Gray noted the School Committee must determine whether they accept motion 1 of the MPC's recommendation, in addition to how they feel about the enrollment trigger, and the suggested enrollment number. Ms. Gray indicated the School Committee is trying to get additional information before laying out a path to move forward.

Ms. Sullivan Woods noted the Town needs to have focus on the proposal before engaging a consultant. She was unsure how three feasibilities studies would be cost effective without a conceptual plan to bring forward. Ms. Sullivan noted the consultants are not driving the project.

Ms. Freiman noted that residents would expect the feasibility studies to make the determination on which school would be the first to be constructed. Ms. Freiman questioned when the debate on the school closure and sequence of construction would begin. Ms. Jop questioned if the School Committee intended to wait until the feasibility studies were completed prior to making a recommendation on the sequence of construction.

Mr. Kelley stated for the School Committee the question is not whether we accept or reject the MPC recommendation, the School Committee is considering whether the recommendation is on the table.

Mr. Ulfelder noted that the Feasibility Study could dictate whether the School Committee would change direction. He noted it could allow for the Town to move forward, but not make a decision on the MPC recommendation. Mr. Ulfelder asked if a different approach could be considered where the Town initiates feasibility, but has check in marks where information would force decisions before moving forward. He asked if feasibility could be phased.

The Boards discussed how you could define outstanding questions before moving forward. Mr. Ulfelder and Ms. Gibbs both suggested the Town needs to consider what answers we need rather than what questions to ask.

Mr. D'Ortenzio stated the School Committee will be deciding the structure of information that is needed and assessing the current path.

The Boards discussed Mr. McDonough forming a working group to try and frame the outstanding information and to consider alternative approaches to the standard MSBA approach with Feasibility Studies. Dr. Lussier and Ms. Jop were asked to participate.

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Boards voted (10-0) to dissolve the joint meeting.**

**The Board of Selectmen meeting adjourned at 7:00 pm.**

**Board of Selectmen Meeting: May 1, 2017**  
**Present: Freiman, Gibbs, Morgan, Ulfelder, Sullivan Woods**  
**Also Present: Robinson, Jop**  
**Minutes Approved: April 24, 2017**

**Meeting Documents:**

1. Agenda
2. Agenda Background Memorandum
3. Weekly Report
4. Tentative Agreement with the Police Dispatchers Association
5. Minutes of April 24, 2017
6. Eagle Scout Proclamation
7. Linden Square Development Agreement #4
8. Article 18 School Security Information
9. Letter of Commendation for Officer Travis Dixon
10. Town of Wellesley Investment Policy
11. FY17 Parking Meter Receipts

**1. Call to Order**

Ms. Freiman called the meeting to order at 6:00 p.m. Mr. Morgan was not present until 6:30 pm.

**2. Citizen's Speak**

None.

**3. Executive Session – Union Contracts**

**Executive Session – Open Meeting Law Compliance**

**Upon a motion by Mr. Ulfelder and seconded by Ms. Gibbs, the Board was polled (Gibbs-aye, Ulfelder-aye, Sullivan Woods –aye, Freiman – aye) to enter into Executive Session under M.G.L. c 30A, §21 exception #7 to review executive session minutes of the April 24, 2017 executive session.**

The Board entered into Executive Session at 6:02 pm. See Executive Session Minutes.

The Board returned to open session at 6:05 pm. Ms. Freiman declared that the Board would be entering into executive session because an open meeting may have a detrimental effect on the negotiating position of the Town.

**Upon a motion by Mr. Ulfelder, and seconded by Ms. Gibbs, the Board was polled (Ms. Gibbs-aye, Mr. Ulfelder-aye, Ms. Sullivan Woods –aye, Ms. Freiman – aye) to enter into Executive Session under M.G.L. c 30A, §21 exception # 3 to discuss union contract negotiations regarding the Wellesley Police Dispatchers Association because the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Furthermore, that Blythe Robinson, Meghan Jop, Chief Jack Pilecki and Lieutenant Marie Cleary be invited to participate in the meeting to discuss the contracts, and that the Board of Selectmen will convene back into open session at the conclusion of the executive session.**

The Board entered into Executive Session at 6:05 pm. See Executive Session Minutes.

The Board returned to open session at 6:25 pm.

4. **Discuss union contract negotiations with the Wellesley Police Dispatchers Association**

Ms. Jop gave an overview of the proposed three-year contract settlement with the Police Dispatchers. Ms. Jop reviewed the financial impacts of the contract noting the agreement would have a COLA increase of 2% for each of the three years. In year one, the Dispatchers would annualize holidays into a holiday check that they would receive on or around December 1<sup>st</sup>. In addition to the COLA and the holiday pay, the Tentative Agreement includes a \$100 increase to longevity in the second year. The contract would allow for drug testing, bi-weekly pay should the Town institute it, and minor revisions to the contract language.

**Upon a motion by Mr. Ulfelder and seconded by Ms. Gibbs, the Board voted (4-0) to approve the tentative agreement with the Wellesley Police Dispatchers Association for the period July 1, 2017, to June 30, 2020, and recommend the approval of the first year funding of these contracts to the Annual Town Meeting.**

5. **Executive Director's Update**

**Minutes**

**Upon a motion by Mr. Ulfelder and seconded by Ms. Gibbs, the Board voted (4-0) to approve the regular session minutes of the Board of Selectmen meetings of April 24, 2017.**

**Eagle Scout Proclamation**

The Board recognized T. J. Mukandan who has achieved the rank of Eagle Scout. An Eagle Scout Court of Honor is scheduled for May 7<sup>th</sup>. The Board congratulated Mr. Mukandan on his achievement.

6. **Discuss Annual Town Meeting Preparation for Article 26**

The Board discussed the questions received to date on Article 26 with regards to the fourth amendment to the Development Agreement. Ms. Freiman noted the revisions to her presentation on the Article since the initial presentation on April 25, 2017, and discussed new information received.

Mr. Bob Seacrest approached the Board. Mr. Seacrest noted he had submitted questions to Mr. Morgan and thanked Mr. Morgan and the Selectmen's staff for answering his questions. He noted he was supportive of the Article and appreciated the Board taking the time to answer the questions received on the Article.

The Board of Selectmen meeting adjourned at 6:55 pm.

- Accept Gifts to the Town – included in your packet is an email from Cricket Vlass regarding two donations to the Town that ought to be accepted by the Board:
  - Donation from Folly Shaffer for a bench & plaque in memory of her son to be installed at Fuller Brook Park at Cameron Street. The bench meets the town standard and has been approved by NRC and will be installed for Memorial Day. The value of the bench is \$1,290.00..
  - Donation by the Rotary Club of \$510 for the purchase of seedling trees for Arbor Day. You may have noted that the Townsmen covered the story of distributing the trees to 4<sup>th</sup> graders last month.

**MOVE** to accept the gift from Folly Shaffer of a bench and plaque to be installed in Fuller Brook Park, and to further accept a donation by the Rotary Club for the purchase of seedling trees for Arbor Day.

**Connolly, Terry**

**From:** Vlass, Cricket  
**Sent:** Thursday, April 27, 2017 9:05 AM  
**To:** Connolly, Terry  
**Cc:** Quinn, Mike  
**Subject:** 2 Donations

Hi Terry,

We have received a donation of \$1,290.00 from Folly Shaffer for a bench and plaque in memory of her son. The bench will be installed in Fuller Brook Park at Cameron St and is our standard Kingsley Bate 6' Teak bench. The site is NRC pre-approved. The bench and plaque have been purchased and delivered to the DPW and our goal is to have the set installed for a Memorial Day celebration.

We have also received a donation for Arbor Day seedling for \$510.00 from the Rotary Club. The Rotary Club has been paying for the cost of the seedlings and assisting in the bagging for many, many years. Susy Jordan, our Horticultural Technician, visits each elementary school and distributes a seedling to every 4<sup>th</sup> grade student in Wellesley along with a talk about trees and Arbor Day. This year the seedlings are Sweetgums, native to New England, and the bagging was held at the DPW yard on Tuesday, April 18<sup>th</sup>.

Please let me know if you have any questions regarding either of these donations,

Cricket

Cricket Vlass, Landscape Planner  
Town of Wellesley  
Department of Public Works  
Park & Highway Division  
30 Municipal Way  
Wellesley Hills, MA 02481  
Tel: (781) 235-7600 X3332  
Fax: (781) 431-7569  
E-mail: [cvllass@wellesleyma.gov](mailto:cvllass@wellesleyma.gov)  
Town Website: <http://www.wellesleyma.gov/>

I am in the office on Mondays, Tuesdays and Thursdays.

When responding please be advised that the Town of Wellesley and the office of the Secretary of State has determined that email could be considered a public record.

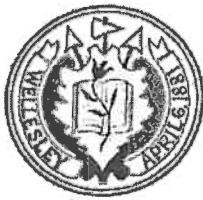


- Approve One Day License – Babson College

Included in your packet is an application from Babson requesting approval to serve wine & malt beverages at their Female Athletic Conference on June 9<sup>th</sup> in Olin Hall. All of the license requirements have been met and given that the Town has had no issues with events held at the College we recommend approval of their request.

**MOVE** to approve a One Day License for Babson College on June 9, 2017 in Olin Hall for the Female Athletic Conference.





## TOWN OF WELLESLEY

### Application for Special License(s)

Date of Application: 2/27/2017

Date of Event: June 9, 2017

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):  
Female Athletic Conference

Event Contact: Jim Castrano

Event Date: June 9, 2017

Event Location: Olin Hall

Occupancy: \_\_\_\_\_ Estimated Attendance: 150      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

Jim Castratano

Printed Name of Applicant  
Its Director Sumner Programs

H. J. Hulston  
Applicant's Signature

2/27/2017

Date

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

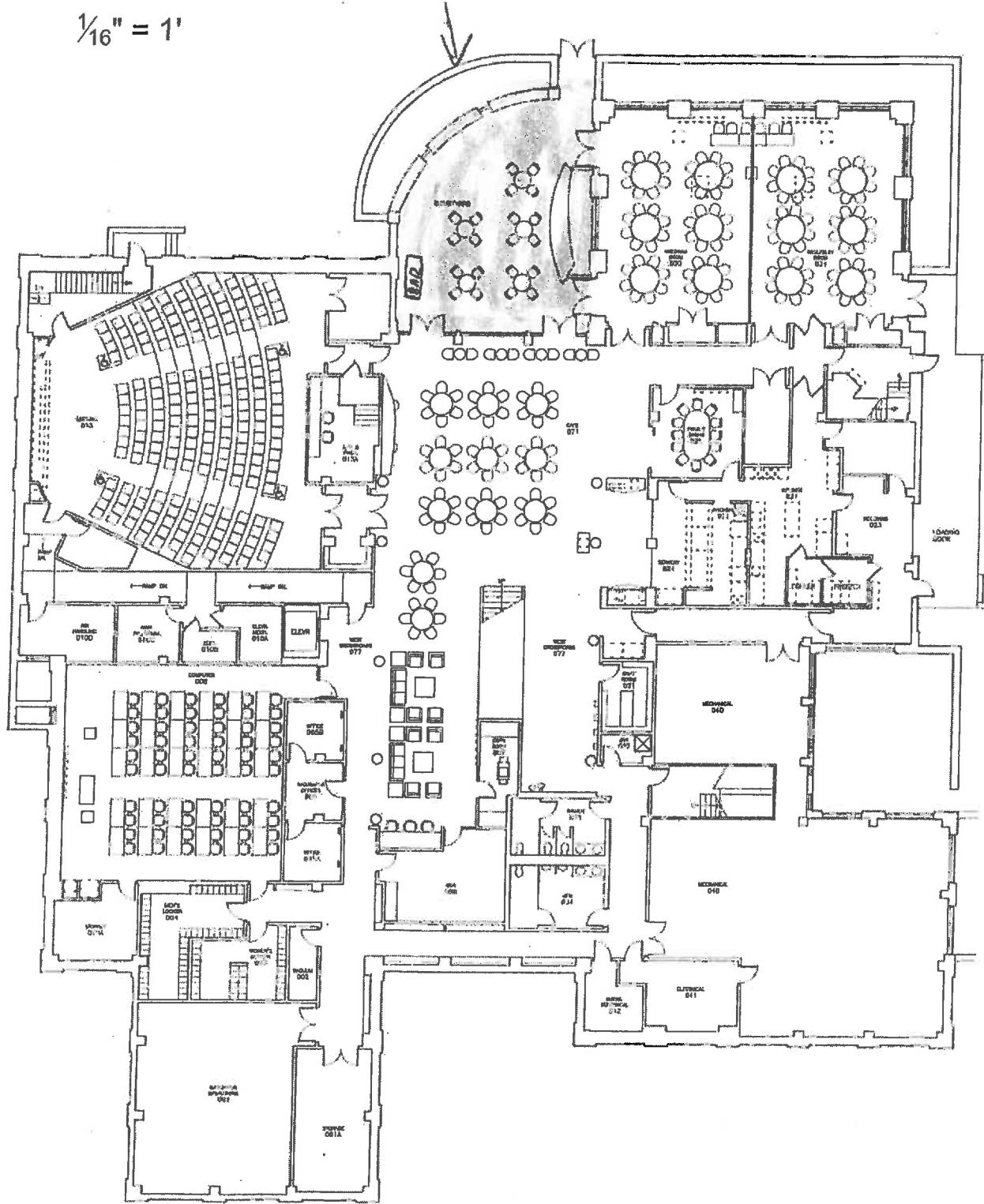
BOARD OF SELECTMEN  
525 Washington Street  
Wellesley, MA 02482  
781-431-1019 ext 2204

OLIN HALL

## Ground Floor

$$\frac{1}{16}'' = 1''$$

Reception Area



ATTACHMENT 1

<u>Name of Event/Date</u>	<u>Location</u>	<u>Floor Plan Number</u>
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1. Female Athletic Conference	Olin Hall Patio	
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2.		
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3.		
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11.		
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- Appoint Local Inspector - Included in your packet is the State form required to appoint our new Local Inspector in the Building Department. I participated in the process to select Kevin Saaristo to this position and he began his duties on May 1<sup>st</sup>. The Chair of the Board needs approval to execute this form so that Mr. Saaristo can have a file established with the state and begin the process to complete all required training for this position. Mr. Saaristo comes to the Town with a strong background in building, and his work history includes carpentry on the Main Branch Library.

**MOVE** to appoint Kevin Saaristo to the position of Local Inspector for the Town of Wellesley effective May 1, 2017.





# Commonwealth of Massachusetts

## The Building Official Certification Committee

### New Employee Report Form

s/bbns/nureport2017

In accordance with 780 CMR R7, the "Rules and Regulations for the Certification of Inspectors of Buildings, Building Commissioners and Local Inspectors", all municipalities are required to report to the Board the name of any individual who is appointed as a building code enforcement official. Once reported, a file is created at the Office of the Board with the individual's name and date of hire. This file serves as the individual's official record for the maintenance of his/her certification, once received. It is the responsibility of the individual seeking certification and the hiring municipality to ensure that all aspects of the certification process are met. 780 CMR R7 defines all requirements of the certification program. *Building Commissioner and Inspector of Buildings shall first be certified as a Local Inspector prior to being appointed by a municipality.*

**Return To:** Office of Public Safety . Attn: Kimberly Spencer . 50 Maple Street ~ Suite One . Milford, MA 01757  
 or email to: [Kimberly.spencer@state.ma.us](mailto:Kimberly.spencer@state.ma.us) or fax to: 508-422-1954 Questions: 508-422-1962

Name of new employee	Kevin Saaristo		Cell Number (optional)
Name of municipality	Town of Wellesley		Date of Appointment To current Position 5/1/17
Work Address: No. & Street	525 Washington Street		
City or Town	Wellesley	Zip	02482 Business Phone Number 781-431-1019 x 2228
E Mail	k.saaristo@wellesleyma.gov		Business Fax Number 781-283-5724
Position - Please check only one: <input type="checkbox"/> Building Commissioner \ Inspector of Buildings* <input checked="" type="checkbox"/> Local Inspector			
*Must have Local Certification, at the minimum (780 CMR R7.1.7.4)			
Is the new employee certified as a building official in which the appointment is for?	Yes	X	Municipalities new employee is also currently employed with:
No			

The Board of Building Regulations and Standards recognizes the appointing authority as the Mayor in a city and the Chairman of the Board of Selectmen in a town (per M.G.L. c. 143 § 3).

I \_\_\_\_\_, \_\_\_\_\_ the Appointing Authority,  
 Name (please print) \_\_\_\_\_ Title \*\*

hereby confirm that I have read and understand the minimum requirements of M.G.L. c. 143 § 3 regarding qualifications for building code enforcement officials. In signing this form, I attest to the fact that the candidate herein identified meets/exceeds such qualifications for the position for which he/she is being appointed.

Signature of Appointing Authority \_\_\_\_\_ Date \_\_\_\_\_

\*\* If the appointing authority is not the Mayor or Chairman a copy of the vote of appointment and the city or town bylaws, charter or ordinance showing that the appointing authority is the chief administrative officer who makes all appointments shall be submitted along with this form.

Notary Public \_\_\_\_\_ Date \_\_\_\_\_

Expiration of Commission \_\_\_\_\_ Seal \_\_\_\_\_

**TO BE COMPLETED BY NEW EMPLOYEE ~ Conditional Inspector NOT already certified as a building code enforcement official**

MA-RMV photo release signature: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ CSL# \_\_\_\_\_  
 Or SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF RMV INFORMATION:** My signature above, or a photocopy thereof, authorizes the Office of Public Safety to electronically access my photograph from the Massachusetts Registry of Motor Vehicles database for use on this application. Individuals who do not hold a Massachusetts drivers license please submit a color Passport Photo 2 x 2 inches in size taken within the past 6 months showing current appearance.

**FOR OFFICE USE ONLY**

Date Qualifications Accepted: \_\_\_\_\_ Date Qualifications Denied and Reason: \_\_\_\_\_



- **Tolles Parson Center Media Installations** – The purpose of this item is to update you on the status of installing media equipment at the center to enable the broadcast and taping of various events. As originally envisioned, Town Meeting approved funds for the construction of the TPC that included \$90,000 for Wellesley Media to install equipment in the first floor multi-purpose room. However, as it developed, Wellesley Media, utilizing equipment similar to what has been installed in the Great Hall and soon the Juliani Room, determined that about \$110,000 was needed and pledged \$20,000 for the work in addition to the \$90,000 already included in the construction budget. The budget did not include installation of any conduit to support the equipment, and that has to be absorbed within the existing budget for the project and cannot be deducted from the \$90,000.

Recently, it has been suggested that an additional meeting room on the second floor should be set up with similar equipment so that this smaller room, which might be very useful for town board meetings, could also have meetings taped and/or broadcast. Wellesley Media indicates that adding the second room would cost an additional \$70,000 to \$95,000 depending upon whether the town wished to be able to record meetings in both room simultaneously or whether the Town would record meetings in one room at a time. The price would be closer to \$70,000 if Wellesley Media employed a single cart with equipment that would be used for both rooms rather than two carts, which would be required if two meetings using both rooms were held at the same time.

Wellesley Media has told us that their capital budget for this year to complete four projects (Great Hall, Juliani, Wakelin Room upgrades, and new technology for TPC first Floor and Warren Building) is \$250,000. Thus they do not have the capital budget to add another location in 2017. They also told us that they plan to budget an additional \$250,000 in CY2018, and could consider this room or other locations in town at that time. If we preferred to put off a location such as the Warren Building (an example only), they could move up a room. The board may want to dedicate a future meeting agenda item to this topic.

Finally, it is unclear whether there is a plan in place for access by the public to the TPC center in the evening in order to hold a night meeting. FMD indicates that the custodian is programmed to work during the day, and while there is some budget for overtime, it might only cover 10 nights/year. I do not fully understand how the security system and doors at the center will work, so can't say at this time whether this can be resolved. I would suggest that this is a critical factor to sort out before capital dollars are deployed to set up cameras and equipment in another space at the center



- Discuss Summer Meeting Schedule – Please bring your calendars to the meeting so that we can understand your time away from Wellesley this summer and plan the meeting schedule around those dates. We'd also like to discuss whether you wish to reduce the number of meetings held during this typically quiet time of year.

Blank copies of calendars for July and August are included for your use.







June 2017

If you know a parent who needs advice, tell them to visit [Boystown.org/Parenting](http://Boystown.org/Parenting).

6. Approve Special Legislation for submittal to the Legislature regarding OPEB

One of the articles at the annual town meeting was to give the Board the authorization to submit special legislation to amend Chapter 88 of the Acts of 2004 regarding the Town's "Other Post-Employment Benefits" (OPEB) trust fund. As you may recall, the Municipal Modernization Act made changes to how such trusts can be managed, however Wellesley sought a departure from this to enable the town to rely on actuarial valuations to determine withdrawals, rather than a board.

A copy of the certification of Town meeting and the proposed legislation has been drafted by Town Counsel and is attached. Staff concurs with this draft and recommends that the Board vote to approve the draft legislation so that it may be submitted to the legislature for action.

**MOVE** that the Board approve the proposed special legislation to amend the Town's OPEB Trust document and submit it to the State Legislature for action.





TOWN OF WELLESLEY

MASSACHUSETTS

## 2017 ANNUAL TOWN MEETING ARTICLE 29

### Special Legislation to amend Chapter 88 of the Acts of 2004

This is to certify that the following action was taken under Article 29 at the seventh session of the 2017 Annual Town Meeting held on April 25, 2017, in pursuance of a Warrant dated January 24, 2017

**VOTED, unanimously, That the Town votes:**

- (1) to authorize the Board of Selectmen, on behalf of the Town, to petition the General Court for a special act amending Chapter 88 of the Acts of 2004 substantially as provided below. The Legislature may make clerical or editorial changes in form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the Legislature. The Board of Selectmen is hereby authorized to approve amendments that shall be within the scope of the general public objectives of this petition.

### AN ACT RELATIVE TO THE OTHER POST EMPLOYMENT BENEFITS TRUST

#### FUND OF THE TOWN OF WELLESLEY

**SECTION 1.** Chapter 88 of the Acts of 2004 is hereby amended by striking out sections 1, 2 and 3, and inserting in place thereof the following three sections:-

**SECTION 1.** As used in this act, the following words shall have the following meanings:-

“Other Post-employment Benefits” or “OPEB”, post-employment benefits other than pensions as that term is defined in statements 43 and 45 of the Governmental Accounting Standards Board, including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

"Normal cost of other post-employment benefits", that portion of the actuarial present value of future premium costs and claim costs payable by the town on behalf of, or direct payments to, retired employees, including school teachers, of the town and the eligible surviving spouses or dependents of deceased employees, including school teachers, of the town, pursuant to this act which is allocable to a particular fiscal year, as determined by an actuary pursuant to section 2.

"OPEB liability", the present value of the town's obligation for future premium costs and claim costs payable by the town on behalf of, or direct payments to, retired and prospective retired employees of the town and the eligible surviving spouses or dependents of deceased and prospectively deceased employees of the town attributed by the terms of the plan to employee's service rendered to the date of the measurement, pursuant to this act as determined by an actuary, pursuant to section 2.

"Premium costs and claim costs", the amounts payable by the town for the provision of retiree health and life insurance.

"Unfunded OPEB liability", the difference between the OPEB liability on the measurement date and the actuarial value of the assets of the OPEB Trust Fund on the same date, as determined by an actuary, pursuant to section 2.

"Unfunded OPEB liability amortization payments", the amount which, when paid into the OPEB Trust Fund annually over a period of years together with the normal cost of other post-employment benefits for each year of said period of years, will reduce to zero at the end of said period the unfunded OPEB liability in existence as of the beginning of said period, as determined by an actuary.

**SECTION2.** (a) There shall be in the town of Wellesley an OPEB Trust Fund, which shall be under the supervision and management of a board of trustees consisting of the town's contributory retirement board established under paragraph (b) of subdivision (4) of section 20 of chapter 32 of the General Laws. The town treasurer shall be the custodian of the fund and may employ an outside custodial service. The fund shall be an expendable trust. All monies held in the fund shall be accounted for separately from other funds of the town and shall not be subject to the claims of any general creditor of the town.

(b) The duties and obligations of the board of trustees with respect to the fund shall be set forth in a declaration of trust to be adopted by the board of trustees, but shall not be inconsistent with this section. The declaration of trust and any amendments thereto shall be filed with the board of selectmen and town clerk and take effect 90 days after the date filed, unless town meeting votes to disapprove the declaration or amendment within that period.

(c) The fund shall be credited with all amounts appropriated or otherwise made available by the town for the purposes of meeting the current and future premium costs and claim costs payable by the town on behalf of, or direct payments to, retired employees of the town and the eligible surviving spouses or dependents of deceased employees of the town pursuant to this act and all amounts currently held by the contributory retirement board for such purposes. Amounts in the fund including any earnings or interest accruing from the investment of such amounts shall be expended only for the payment of such premium costs and claim costs payable by the town on behalf of, or direct payments to, retired employees of the town and the eligible surviving spouses or dependents of deceased employees of the town, except as otherwise provided in this act, and only in accordance with a schedule of such payments developed by an actuary in consultation with the town's contributory retirement board. Subject in each instance to the approval of the town's contributory retirement board, the town treasurer shall invest and reinvest the amounts in the fund not needed for current disbursement consistent in accordance with (i) the prudent investor rule established in chapter 203C; (ii) section 23 of chapter 32; or (iii) sections 24 and 24A of chapter 32A, if the OPEB Trust Fund is invested in the State Retiree Benefits Trust Fund; provided, however, that no funds may be invested directly in mortgages or in collateral loans. The fund shall be subject to the public employee retirement administration commission's triennial audit.

(d) The board may employ any qualified bank, trust company, corporation, firm or person to advise it on the investment of the funds and may pay from the fund for such advice and such other services as determined by the town's contributory retirement board.

**SECTION 3.** (a) An actuary shall determine, as of January 1, 2003, and no less frequently than every second year thereafter, the normal cost of other post-employment benefits, the OPEB liability, and the unfunded OPEB liability. All such determinations shall be made in accordance with generally accepted actuarial standards, and the actuary shall make a report of such determinations. The report shall, without limitation, detail the demographic and economic actuarial assumptions used in making such determinations, and each such report subsequent to the first such report shall also include an explanation of the changes, if any, in the demographic and economic actuarial assumptions employed and the reasons for any such changes, and shall also include a comparison of the actual expenses by the town for premium costs and claim costs constituting the OPEB liability during the period since the last such determination, and the amount of such expenditures which were predicted pursuant to the previous such report for the period.

(b) An actuary, in consultation with the town's contributory retirement board, shall establish a schedule of annual payments to be made to the OPEB Trust Fund designed to reduce to zero the unfunded OPEB liability. The schedule shall reduce the initial unfunded OPEB liability over a period of years not to

exceed 30. Any additional unfunded liability created subsequent to the last such determination by the provision of any new benefit or by any increase in the premium share payable by the town shall be separately so amortized over the 15 years following the date of the determination in which such additional liability is first recognized. Each such annual payment shall be equal to the sum of the unfunded OPEB liability amortization payment required for such year and the payments required to meet the normal cost of other post-employment benefits for such fiscal year.

(c) All payments for the purposes of meeting the town's share of premium costs and claim costs or direct payments to retired employees of the town and the surviving spouses or dependents of deceased employees of the town pursuant to this act shall be made from the OPEB Trust Fund in accordance with a schedule of disbursements established by the actuary.

**SECTION 2.** This act shall take effect upon its passage.

- (2) to authorize the Contributory Retirement Board to execute a trust agreement establishing an Other Post-Employments Benefits ("OPEB") Trust for the benefit of the Town's retired employees and the eligible surviving spouses or dependents of deceased employees; and
- (3) to authorize the Contributory Retirement Board to transfer all funds and assets from the Group Insurance Liability Trust Fund to the OPEB Trust.

Dated: April 28, 2017

Attest:



Kathleen F. Nagle  
Town Clerk

## 7. Update on Liaison Assignments

Jack and Tom will be providing updates on activities and matters of the boards and committees that they are assigned to.



## 8. New Business & Correspondence

**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 Terry Connolly – Status of Aqueduct Leases
- ❖ Program of Memorial Day activities
- ❖ Letter of Resignation – Walter Woods from the MWRA Advisory Board
- ❖ Letter from National Grid – Gas Work in Wellesley
- ❖ Agenda – Public Safety Roundtable with Secretary Bennett – May 15<sup>th</sup>
- ❖ Email from Marybeth Martello – Update on Food Recovery and Food Waste Activities



TOWN OF WELLESLEY



MASSACHUSETTS

## BOARD OF SELECTMEN

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

MARJORIE R. FREIMAN, CHAIR  
 ELLEN F. GIBBS, VICE CHAIR  
 JACK MORGAN, SECRETARY  
 BETH SULLIVAN WOODS  
 THOMAS H. ULFELDER

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

Date: May 4, 2017

To: Board of Selectmen

From: Terry Connolly

**RE: Aqueduct Leases**

The Board of Selectmen is authorized by Town Meeting to lease certain portions of the Cochituate Aqueduct for parking. A list of the parcels and current lease terms is below.

#	Parcel Location	Lease End date	Size in sq. ft.	Lessee	Current Year Payment
1	Whole Foods	2055	30,894	Gravestar	\$92,680
2	State Street Lot	8/31/17	9,037	Captain Mardens	\$20,333
3	342 Washington	8/31/17	2,820	Bank of America	\$12,972
4	360-366 Washington	8/31/17	7,958	Haynes Management	\$19,895
5	346-356 Washington	8/31/17	5,282	Tori Defazio	\$10,560
6	958 Worcester (non aqueduct)	8/31/17	3,897.60	Jarvis Appliance	\$9,744

### Current Leases and Outlook

The current lease for Whole Foods (#1) was extended at the 2010 Annual Town for up to 45 years. A new rent payment amount needs to be negotiated by October 1, 2017. We will negotiate with Gravestar (owner) and submit a proposal to the Board.

The other 5 leases (#2-6) expire August 31, 2017. We have new appraisals for parcels #3 and #4. The remaining appraisals should be completed in June 2017. All these parcels are highly valuable to the land owner adjacent to the aqueduct as it is needed for their parking. Historically, all parcels have only received a single response from that property owner.

The State Street Lot adjacent to the Needham Bank is different as it is not within developed private property. Because of this, the state street parcel could yield several proposals. Captain Marden's Seafood (current lessee), Whole Foods, and Needham could all be interested.

### Lease Process

The process for leasing town owned land per MGL Ch. 30B requires use of the Request for Proposal Process (RFP) process. A draft template of the RFP and a draft lease agreement are attached. These documents have been reviewed by Town Counsel.

Upon the property owner's request, we issued the RFP for 360-366 Washington Street last fall. Ultimately there was no lease proposed. We did discuss the extension term rent escalation (years 6-10) and that calculation can be seen in the draft lease on page 9.

### Proposed Escalation Details

We propose using Consumer Price Index (CPI) to determine the rent payment change for the extension term (years 6-10).

An example of an extension term starting January 2017, the calculation of Consumer Price Index (CPI) change for the first initial term (years 1-5) is as follows:

We are citing the Northeast Urban CPI table All Items value.

We are using Previous 5 years ending 2 months before the renewal date Jan 2017 in this example.

Nov 2011 value 242.652

Nov 2016 value 256.541

$256.541 - 242.652 = 13.889$

$13.889/242.652 = .057238 * 100 = 5.72\%$

Round to nearest quarter % = 5.75% increase for second term

In this example, the extension term would be a fixed 5.75% increase over the initial basic rent.

We will proceed with this approach unless we hear otherwise from the board. This escalation is supported by Haynes Management and Bank of America.

### Next Steps

We plan to issue the RFPs as the appraisals are completed. Since the appraisals are completed, we will issue RFPs for #3, 342 Washington Street and #4 360-366 Washington Street with the expectation to bring a lease proposal to the board in early June. The others should follow in July.

Please let us know if you have any questions or would like additional information.

Thank you.

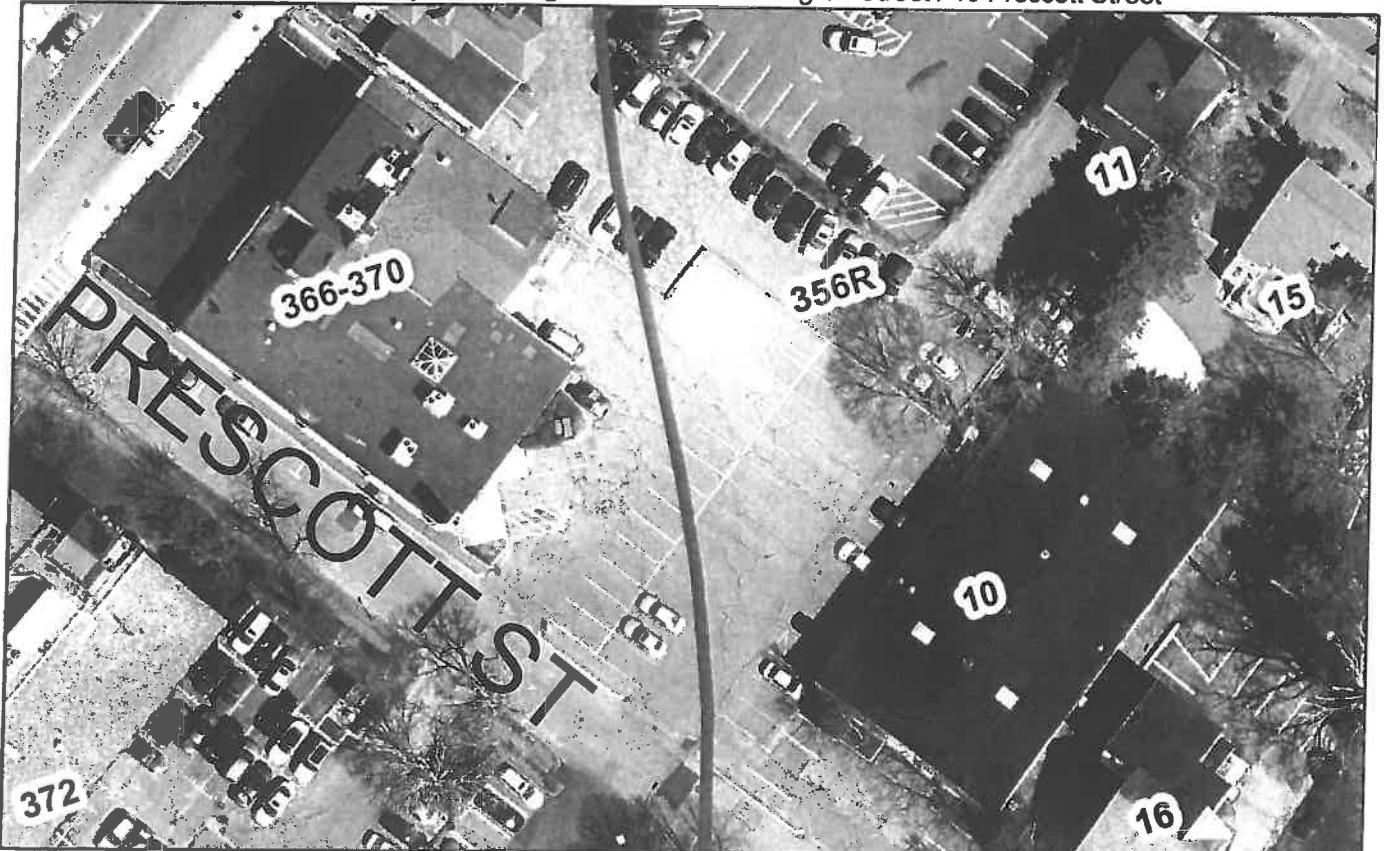
## Aqueduct Leases

Bank of America - 342 Washington Street



— Cochituate Aqueduct

Haynes Management - 366 Washington Street / 10 Prescott Street



**TOWN OF WELLESLEY  
BOARD OF SELECTMEN**

**REQUEST FOR PROPOSALS FOR THE RENTAL OF TOWN OWNED PROPERTY  
LAND ADJACENT TO 10 PRESCOTT STREET/366 WASHINGTON STREET  
CONTAINING 7,958 SQ. FT.**

**SAID PREMISES ARE SHOWN AS "PARCEL A" on  
PLAN OF LAND IN WELLESLEY, MASSACHUSETTS  
OWNED BY TOWN OF WELLESLEY**

**BY JOHN E. BEZANSON, TOWN ENGINEER  
DATED DECEMBER 16, 1966  
Revised December 23, 1983  
Revised January 23, 1992**

August 3, 2016

To be printed in the Wellesley Townsman on August 11 and 18, 2016

**TOWN OF WELLESLEY**

**BOARD OF SELECTMEN**

The Town of Wellesley, acting through its Board of Selectmen, invites proposals for the lease of land, adjacent to 10 Prescott Street/366 Washington Street, containing 7,958 square feet. Said premises are shown as Parcel "A" on a plan entitled, *Plan of Land in Wellesley, Massachusetts, owned by Town of Wellesley*, by John E. Bezanson, Town Engineer, dated December 16, 1966, Revised December 23, 1983, Revised January 23, 1992.

Copies of the request for proposal may be obtained beginning August 4, 2016, at the office of the Board of Selectmen, Town Hall, 525 Washington Street, Wellesley, Massachusetts 02482.

Proposals will be received by the Board of Selectmen up until September 9, 2016 at 3:00 p.m. in its office in the Town Hall, at which time and place they will be publicly opened and read.

All proposals must be completely filled out, signed and enclosed in a sealed envelope plainly marked:

**PROPOSAL FOR LEASE OF PARCEL "A"**

**LAND ADJACENT TO 10 PRESCOTT STREET/366 WASHINGTON STREET**

**TOWN OF WELLESLEY**

**Description**

The strip of land is shown as Parcel A on a "Plan of Land in Wellesley Mass owned by Town of Wellesley, by John E. Bezanson, Town Engineer", dated December 14, 1966, and most recently revised January 23, 1992, a copy of which is attached. The parcel is level, and at the same grade as the other sections of the property. It is paved for parking, containing all or part of about 30 parking spaces. According to the plan, the parcel is 7,958 square feet. It has approximately 70 feet of frontage on Prescott Street, not specified on the plan.

The Board of Selectmen reserves the right to accept or reject any or all Proposals as, in its sole judgment, the best interest of the Town of Wellesley would be served by so doing.

## TOWN OF WELLESLEY

## BOARD OF SELECTMEN

## Request for Proposal

This document is a Request for Proposal (RFP) for the lease of land, Parcel "A", adjacent to 10 Prescott Street/366 Washington Street, containing 7,958 square feet. Said premises are shown as "Lot A" on a plan entitled, *Plan of Land in Wellesley, Massachusetts, owned by Town of Wellesley*, by John E. Bezanson, Town Engineer, dated December 16, 1966. Questions concerning this proposal should be directed to the office of the Board of Selectmen (781-431-1019, x2201). Proposers are responsible for acquainting themselves with the site.

The above-mentioned land has been declared temporarily surplus by the Town and is available for rental by private entities.

**A. Instructions:**

All proposals submitted in response to this RFP must comply with the following instructions.

1. The proposer must be satisfied by its own investigations regarding all conditions of the land to be leased to make its proposal in sole reliance thereon.
2. Please provide one (1) original and three (3) copies of the complete proposal. The proposal shall include a cover letter on company letterhead signed by a person who is authorized to bind the Respondent to the proposal, including the respondent's name, address, and telephone number. It should state the subject as "Lease of Municipal Property Located at 10 Prescott Street/366 Washington Street" and should state the name, title, and phone number of the organization's primary contact person for this RFP.
3. The term of the lease will be for five (5) years beginning on October 1, 2016 with the option to renew the lease for one (1) additional five (5) year term, with the approval of the Board of Selection. The annual lease rent shall escalate at a rate of 3% annually beginning October 1, 2017 to accommodate market inflation.
4. The lease will be awarded to the respondent that submits a proposal that is responsive to the requirements of this RFP and offers the highest annual lease rent to the Town.
5. Neither the Proposer nor any staff member shall be an agent, servant, or employee of the Town, or have an interest, direct or indirect, with respect to the Town, or otherwise have a conflict of interest with the Town's rights and responsibilities.

6. The Board of Selectmen reserves the right to reject any or all proposals or to accept any proposal or any part of any proposal, should, in its sole judgment, such action be deemed in the best interests of the Town.
7. Award of the lease contract is expected to occur by October 1, 2016.
8. The successful proposer will be notified in writing by mail or otherwise that its proposal has been accepted and that its firm has been awarded the lease, subject to execution of a completed lease agreement, which is included in this proposal.
9. The entire proposal of the successful proposer may be made part of the final lease agreement. Therefore, the lessee must agree to be bound by the information contained therein.
10. Respondents may correct, modify, or withdraw proposals in writing not less than 48 hours prior to the proposal opening. Only written communications will be accepted and considered. Corrections or modifications must be in a sealed envelope clearly marked as "Modification to Proposal of [respondent's name] for Lease of Municipal Property Located at 10 Prescott Street/366 Washington Street." Only written communications will be accepted and considered. No proposal may be withdrawn after the actual date of the opening thereof. Proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, until a lease has been executed, or until this RFP is cancelled, whichever occurs first.
11. All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to: Wellesley Board of Selection, 525 Washington Street, Wellesley, MA 02482. No requests will be accepted after 3:00 pm on September 9, 2016. The name, address, telephone number and fax number of the person to whom such additional information shall be sent must be provided by the respondent.

**B. Minimum Requirements:**

1. Each proposal package shall include the forms, which are a part of the RFP, completely filled out in the appropriate places. (In case of a difference between the amount written in figures and the amount written in words, the amount written in words shall govern.) The forms to be completed include:
  - a. **Proposal Form**
  - b. **A copy of proposer's most recent audited financial statement.**
  - c. **A list of properties (if any) that proposer owns or rents that abuts the Premises.**
  - d. **A description of Proposer's desired use of the Premises.**

- e. Statement of Tax Compliance
  - f. Disclosure of Beneficial Interests Statement
  - g. Certificate of Non-Collusion
2. The proposer will certify that she/he has fully complied with all applicable state and local regulations and requirements, and that all outstanding monetary obligations to the Commonwealth and to the Town have been paid.
  3. The proposal shall include three credit references that demonstrate the proposer's financial responsibility over the last five (5) years.
  4. The proposal shall be accompanied by a bid deposit in the form of a bid bond, or cash or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Wellesley, in an amount of not less than 5% of the proposed first year's lease payment amount.
  5. If a corporation is submitting the proposal, a clerk's certificate must accompany the proposal certifying that, by vote of the officers of the corporation, the signator is authorized to submit the proposal on behalf of the corporation.
  6. Prior to execution of a lease, the selected proposer shall provide a certificate of insurance demonstrating that it possesses the types of insurance policies required by the Lease (attached hereto) and in the amounts required thereby.

**C. Evaluation of Proposals:**

All proposals will be reviewed and evaluated by the Town. An award will be made, if at all, to the highest priced proposal from a responsive and responsible proposal. The successful proposer shall be required to execute a lease in substantially the form included in this RFP.

The Town may make such investigation as deemed necessary to determine the ability and responsibility of the proposers. The proposers shall cooperate with the Town in such investigation and furnish to the Town all information and data that the Town may require to make such determination.

**LEASE PROPOSAL FORM****LAND ADJACENT TO 10 PRESCOTT STREET/366 WASHINGTON STREET  
CONTAINING 7,958 SQ. FT. (THE "PREMISES")**

**FROM:** The undersigned, hereinafter called the "Respondent," organized and existing under the laws of the State of \_\_\_\_\_, doing business as a

**(Name of corporation; partnership; or an individual).**

**TO: THE TOWN WELLESLEY, MA:**

The Respondent proposes to lease the above-described Premises under terms and conditions in the Town's Request for Proposals and the lease included therewith for the following Minimum Annual Rent:

\$ \_\_\_\_\_

Dollars and \_\_\_\_\_ Cents

This form must bear the signature of the Respondent or the authorized agent of the Respondent. If the Respondent is a corporation or partnership, a duly authorized officer of such corporation or partnership must sign the Proposal.

\_\_\_\_\_  
**Printed Name of Respondent**

\_\_\_\_\_  
**Printed Address of Respondent**

By: \_\_\_\_\_  
**Authorized Signature of the Respondent**

\_\_\_\_\_  
**Printed Name and Title of Person Signing the Proposal**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Date:**

**STATEMENT OF TAX COMPLIANCE**

I certify, under the penalties of perjury, that the below mentioned firm or person, to my best knowledge and belief, has complied with all the laws of the commonwealth relating to taxes.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SOCIAL SECURITY or FEDERAL IDENTIFICATION # \_\_\_\_\_

## DISCLOSURE STATEMENT – DISPOSITION OF REAL PROPERTY

## INSTRUCTION SHEET

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address, then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains –such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles, then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest, then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input type="checkbox"/> Seller/Grantor	<input type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation, or 2) an owner of a time share that has an interest in a household condominium meeting all of the conditions specified in M.G.L. c. 7C, §. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------


(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all*

persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

**PRINT NAME OF DISCLOSING PARTY (from Section 4, above)**

**AUTHORIZED SIGNATURE of DISCLOSING PARTY** **DATE (MM / DD / YYYY)**

**PRINT NAME & TITLE of AUTHORIZED SIGNER**

**TOWN OF WELLESLEY  
BOARD OF SELECTMEN**

**Certificate of Non-Collusion**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Person Signing Proposal: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Date: \_\_\_\_\_

The proposer is a corporation incorporated in the State of \_\_\_\_\_

\_\_\_\_\_ ; \* a partnership; an individual. \*\*

\*Note: If the proposer is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

\*\*Note: Proposer must add and delete as necessary to make this sentence read correctly.

The required names and addresses of all persons interested in the foregoing proposal, as Principals, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In executing this bid form, the undersigned hereby certifies that the bidder has fully complied with all applicable state and local regulations and requirements and that all outstanding monetary obligations to the Commonwealth and to the Town have been paid.

\_\_\_\_\_  
Authorized Signature

## FORM OF LEASE

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and  
between the TOWN OF WELLESLEY, a municipal corporation located in Norfolk County,  
Massachusetts, hereinafter called the Lessor, and

, hereinafter called the Lessee.

WITNESSETH, that in consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be kept and performed, the Lessor does hereby lease unto the Lessee a certain parcel of land situated in said Town of Wellesley, bounded and described as follows:

Containing \_\_\_\_\_ square feet (the "Premises").

Said Premises are shown as \_\_\_\_\_ on plan entitled \_\_\_\_\_, dated December 16, 1966.

1. **LEASE TO USE THE PREMISES.** In consideration of the Rents, covenants and agreements of the Lessee hereinafter set forth, and upon the following terms and conditions, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises.
  2. **TERM.**
    - (a) The initial term of this Lease (the "Initial Term") shall commence on \_\_\_\_\_ (the "Term Commencement Date") and shall expire, unless earlier terminated in accordance with the terms of this Lease, at midnight on the last day in the month in which the fifth annual anniversary of the Term Commencement Date occurs.
    - (b) Upon mutual agreement of the Parties, this Lease may be renewed for one (1) additional five- (5) year term (the "Extension Term"), upon the same terms and conditions, unless said terms and conditions are modified in accordance with the terms of this Lease or unless either party notifies the other in writing of its intention not to renew this Lease at least six (6) months prior to the expiration of the Initial Term.
  3. **USE OF THE PREMISES.** Lessee shall use the Premises solely for the purpose of ingress and egress and parking for motor vehicles in conjunction with \_\_\_\_\_, this right to include that of \_\_\_\_\_ and others lawfully using the Premises and no others. Lessee further covenants at

its expense at all times during the Term (Initial and Extension) and such further times as Lessee occupies the Premises:

- (a) No buildings, structures or parts thereof shall be erected, placed or maintained on said Premises without written consent of the Board of Selectmen.
- (b) No nuisance shall be committed upon said Premises and all the provisions of every law, ordinance, bylaw, rule or regulation of the Commonwealth of Massachusetts or the Town of Wellesley which are now in force or which may hereafter become applicable to the use of said Premises shall be observed and obeyed.
- (c) Damage by fire or unavoidable casualty specifically not excepted, at the Lessee's expense, Lessee shall, at all times, keep the Premises clean, neat, clear of rubbish, paper, and waste material, and in the same good order, repair and condition as they are delivered at the Term Commencement Date or as they may be put in during the Term (Initial or Extension) of this Lease. Lessee shall be responsible for all repairs, maintenance and resurfacing of the Premises. Nothing shall be done upon said Premises to render them unsightly or offensive.
- (d) The Lessee shall not assign, transfer or sublet the whole or any part of the demised Premises without consent, in writing, of the Board of Selectmen, which consent may be withheld by the Board of Selectmen in their sole discretion.
- (e) If Lessee owns any buildings or structures adjacent to the Premises, Lessee shall keep the street walls of such building(s) clean at all times.
- (f) Lessee shall maintain plantings in the areas outlined in red on Exhibit A being attached hereto and made a part hereof.
- (g) Lessee shall pay on demand the Lessor's expenses, including reasonable attorney's fees, incurred in enforcing any obligations of the Lessee under this Lease or in curing any default by Lessee under this Lease if such default has not been cured by Lessee within sixty (60) days of Lessee receiving written notice of such default by Lessor.
- (h) Lessee shall obtain and maintain all approvals, permits, licenses or other orders as may be necessary for the conduct of its business, and shall comply with all laws, statutes, ordinances and regulations, federal, state, county, or municipal, now or hereafter in force and applicable to the Premises, related to the use or occupancy thereof; to comply with all rules and regulations of the Board of Fire Underwriters or any other body exercising similar functions; and not to permit any use of the Premises which will make voidable any insurance on Premises.
- (i) Lessee shall obtain and provide to Lessor and shall maintain during the Term (Initial and Extension) a certificate of tax compliance in accordance with M.G.L. c. 62C, § 49A, and to be in good standing relative to all taxes during

the term.

- (j) Lessee acknowledges the applicability of the State Conflict of Interest law (M.G.L. c. 268A) and this Lease expressly prohibits any activity which shall constitute a violation of that law. The Lessee hereby certifies that neither it nor its agents, servants or employees are or shall during the Term shall be in violation of that law.

4. **RENT.**

- (a) Basic Rent. Commencing on the Term Commencement Date, Lessee shall pay Basic Rent to Lessor, at the address set forth above or such other address as Lessor may thereafter specify by notice to Lessee, in the amount of twenty-six thousand four hundred twenty dollars (\$26,420) per year to be paid as set forth below without counterclaim, set-off, deduction or defense and, except as otherwise expressly provided herein, without abatement.
- (b) Additional Rent. Commencing on the Term Commencement Date and when due, Lessee shall pay such Additional Rent to Lessor as required pursuant to Paragraph 4(d), 6, and 10(b) of this Lease, at the address set forth above or such other address as Lessor may thereafter specify by notice to Lessee, without counterclaim, set-off, deduction or defense and, except as otherwise expressly provided herein, without abatement.
- (c) Rent Adjustments. The annual rent for the second ~~five~~ year term shall be adjusted using the Northeast Urban CPI percentage change during the initial term (~~2017-2022~~). *extension term*
- (d) Late Payments. If any payment of Basic Rent is not paid to Lessor when due, the, at the Lessor's option, without notice to Lessee and in addition to all other remedies hereunder, Lessee shall pay upon demand to Lessor as Additional Rent interest thereon at an annual rate equal to the corporate rate of Bank of America (or its successor) from time to time in effect plus three percent (3%), such interest to be computed from the date such Basic Rent or Additional Rent was originally due through the date when paid in full.
- (e) Rent Payments. Rent shall be apportioned and paid in advance on the first day of each quarter.
5. **INSURANCE.** Lessee shall, at its own cost and expense, obtain and throughout the Term shall maintain, with companies qualified to do business in Massachusetts and reasonably acceptable to Lessor, for the benefit as additional insureds of Lessor, comprehensive general liability insurance (with contractual liability rider) against claims for bodily injury, death or property damage occurring to, upon or about the Premises in limits of \$1,000,000 per occurrence, \$3,000,000 aggregate. The risk of loss to the Premises is upon Lessee, and Landlord shall have no liability with respect thereto.
6. **INDEMNIFICATION.** Lessee agrees to protect, defend (with counsel approved by Lessor); indemnify and save Lessor, any and all affiliates of Lessor, and their respective members, managers, officers, directors, contractors, agents

and employees (collectively, "Lessor Parties") harmless from and against any and all claims and liabilities arising: (i) from the conduct or management of or from any work or thing whatsoever done in or about the Premises during the Term and from any condition existing, or any injury to or death of persons or damage to property occurring or resulting from any occurrence, during the Term in or about the Premises on the part of Lessee or any of its agents, employees, subtenants, Lessee, invitees or assignees; and (ii) from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or from any negligent act or omission on the part of Lessee or any of its agents, employees, subtenants, tenants, invitees or assignees. Lessee further agrees to indemnify each of Lessor Parties from and against all costs, expenses (including reasonable attorneys' fees) and other liabilities incurred in connection with any such indemnified claim or action or proceeding brought thereon, any and all of which, if reasonably suffered, paid or incurred by any of Lessor Parties, Lessee shall pay promptly upon demand to Landlord as Additional Rent.

7. **LESSOR'S ACCESS.** Lessee agrees to permit Lessor and any of Lessor's authorized representatives to enter the Premises (i) at all reasonable times during usual business hours for the purposes of inspecting the same, exercising such other rights as it or they may have hereunder or under any mortgages and exhibiting the same to other prospective tenants, purchasers or mortgagees and (ii) at any time in the event of emergency.
8. **DAMAGE AND DESTRUCTION – FIRE AND OTHER CASUALTY.** In case the Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority in consequence of a fire, or damaged or destroyed by other casualty, this Lease shall, unless it is terminated as provided below in this section, remain in full force and effect and Lessee shall, utilizing the proceeds of the fire and extended coverage insurance policy maintained by Lessee, proceeding with all reasonable dispatch, repair or rebuild the Premises so as to restore them to at least the condition they were in at the commencement of this Lease. Lessee shall, at its expense proceeding with all reasonable timeliness, repair or replace such of its alterations, improvements, and equipment as may have been damaged or destroyed. In case the Premises shall be materially damaged by any casualty other than those covered by the fire and extended coverage insurance policy, and as a result Lessee shall have given written notice to the Landlord of its intention not to restore the Premises to its prior condition, Lessor may at its election, by notice in writing to Lessee given as hereafter provided, terminate this Lease. In addition, if Lessee fails to give written notice within sixty (60) days from the date of such fire or casualty of its intention to restore the Premises, or if Lessee fails to restore the Premises to a condition substantially suitable for the intended use within sixty (60) days of said fire or casualty, Lessor may elect to terminate this Lease. In the event that this Lease is terminated under the provision of this paragraph, Lessee shall share in the insurance proceeds referred to in the first sentence of this paragraph in proportion to its contribution from insurance proceeds received to the value of the Premises prior to the fire or casualty. In determining Lessee's contribution from the insurance proceeds to the value of the Premises under this paragraph, the assessed value at the commencement of the term of this Lease of the improvements damaged or destroyed is the sum of \$477,480 (the "Assessed Value"). An amount equal to the

Assessed Value shall be paid to Lessor out of the insurance proceeds payable in the event of fire or other casualty, but in no event shall Lessee be liable to pay any amounts in excess of those amounts available out of the insurance proceeds. The balance of the insurance proceeds, if any, shall be paid to Lessee.

9. **LESSOR'S COVENANTS.** Lessor covenants that Lessee, upon paying the rent and performing Lessee's obligations in this Lease, shall peacefully and quietly have, hold and enjoy, the Premises throughout the Term or any extension thereof until it is terminated as in this Lease provided.

10. **DEFAULTS AND REMEDIES.**

- (a) **Defaults.** Lessee shall be in default of this Lease if any one or more of the following shall occur:
- (i) If Lessee shall fail to make payment of any Basic Rent, Additional Rent or other charges required to be paid by Lessee under this Lease, within ten (10) days after the date that same has become due and payable under this Lease and shall not have paid same within ten (10) days of the date of written notice of same from Lessor; or
  - (ii) If Lessee shall default in the performance of any of the other material terms, covenants or conditions of this Lease and shall not have cured such default within thirty (30) days of the date of written notice of same from Lessor or if such default is not amenable to cure within such thirty (30) day period, shall not have commenced and diligently and continuously pursued the cure of such default; or
  - (iii) If any assignment shall be made by Lessee for the benefit of creditors, or if Lessee's leasehold interest shall be taken on execution, or if a petition is filed by Lessee for adjudication as a bankrupt, or for reorganization or an arrangement under any provisions of the Bankruptcy Act as then in force and effect, or if any involuntary petition under any of the provisions of said Bankruptcy Act is filed against Lessee and such involuntary petition is not dismissed within forty-five (45) days thereafter then the Lessor may immediately or at any time thereafter, while such default continues, and without further notice or demand, enter into and upon the said premises, and repossess the same as of its former estate and expel the said Lessee or those claiming under it and remove its effects, forcibly, if necessary, without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for collection of arrears of rent or any preceding breach of covenant, and that upon entry as aforesaid, the said term hereof shall cease and be ended.
- (b) **Remedies on Default.** Upon Default of Lessee, which has not been cured by Lessee as set in the Lease, Lessor at its election, shall have the right thereafter to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Lessee's effects without prejudice to any remedies which might be otherwise used for arrears

of rent or other default. Lessee shall indemnify Lessor against all loss of rent and other payments that Lessor may incur by reason of such termination during the remainder of the Term. If Lessee shall default, after reasonable written notice thereof (which shall be no event less than ten (10) days) and which default has remained uncured, in the observance or performance of any material conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, Lessor, without being under any obligation to do so and without thereby waiving such default, may if such default has not been cured after no less than ten (10) days written notice thereof, remedy such default for the account and at the expense of Lessee. If Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the maximum legal rate permitted by law or eighteen (18%) percent per annum whichever is less, and costs, shall be paid to Lessor by Lessee as Additional Rent and as liquidated damages hereunder.

- (c) **Effect of Waivers on Default.** No consent or waiver, express or implied by Lessor to or of any breach of any covenants, conditions or duty of Lessee shall be construed as a continuing waiver to or for any other breach of the same or any other covenant, condition or duty, nor shall it be deemed a waiver on any subsequent occasion.
11. **ENVIRONMENTAL COMPLIANCE.** Lessee shall not cause or permit any hazardous or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises (collectively, "Hazardous Materials Activities") without first receiving Lessor's written consent, which may be withheld for any reason and revoked at any time, if in Lessor's judgment such use shall be harmful or detrimental to any person or property on or about the Premises. If Lessor consents to any such Hazardous Materials Activities, Lessee shall conduct them in strict compliance (at Lessee's expense) with all applicable Regulations, as hereinafter defined, and use all necessary and appropriate precautions to prevent any spill, discharge, release or exposure to persons or property. Lessor shall not be liable to Lessee for any loss, cost, expense, claim, damage or liability arising out of any Hazardous Materials Activities by Lessee, Lessee's employees, agents, contractors, tenants, customers or invitees, whether or not consented to by Lessor. Lessee shall indemnify, defend with counsel acceptable to Lessor, and hold Lessor and Lessor Parties harmless from and against any and all loss, costs, expenses, claims, damages and liabilities arising out of any and all Hazardous Materials Activities at the Premises, whether or not consented to by Lessor. For purposes of this Lease, Hazardous Materials shall include, but not be limited to, (i) substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in, and for such time as they are in force and effect (a) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (b) the federal Hazardous Materials Transportation Act, as amended, (c) the federal Resource Conservation and Recovery Act, as amended ("RCRA"); (ii) those substances defined as "hazardous wastes" in the Massachusetts Hazardous Waste Facility

Siting Act, as amended (Massachusetts General Laws Chapter 21D); (iii) those substances defined as "hazardous materials" or "oil" in Massachusetts General Laws Chapter 21E, as amended; (iv) those substances regulated by any other federal, state, county, municipal or local laws relating to the environment or health and human safety (whether now existing or hereinafter enacted or promulgated); and (v) such substances as are defined in any regulations adopted and publications promulgated pursuant to any of said laws (collectively, "Regulations"). If Lessor consents to any Hazardous Materials Activities, prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Lessee shall provide Lessor with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Lessee shall also provide Lessor with a copy of any Hazardous Materials inventory statement required by any applicable Regulations, and any update filed in accordance with any applicable Regulations. If Lessee's activities violate or create a risk of violation of any Regulations or cause a spill, discharge, release or exposure to any persons or property, Lessee shall cease such activities immediately upon notice from Lessor. Lessee shall immediately notify Lessor both by telephone and in writing of any spill, discharge, release or exposure of Hazardous Materials in or about the Premises or of any condition in or about the Premises constituting an "imminent hazard" under any Regulations. Lessor and Lessor's representatives and employees may enter the Premises at any time during the Term pursuant to Paragraph 11 of this Lease to inspect Lessee's compliance herewith, and may disclose any spill, discharge, release, or exposure or any violation of any Regulations to any governmental agency with jurisdiction.

12. **Termination.** This Lease may be terminated by the Lessor upon ninety (90) days written notice to the Lessee of its intention to terminate said lease if, in the opinion of the Board of Selectmen, arrived at in good faith judgment, the Premises demised hereunder are needed for municipal purposes.

13. **MISCELLANEOUS PROVISIONS.**

- (a) **Notice.** Whenever notice or demand shall be required to or may be given to the Lessee or the Lessor pursuant to the terms of this lease, it shall be deemed to have been given adequately when deposited postage prepaid, but only if sent by registered mail or certified mail, return receipt requested, to the address as shall have been last designated in writing by each to the other, the Lessee's present address being designated as

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and the Lessor's present address being designated as Selectmen's Office,  
525 Washington Street, Wellesley, MA 02482.

- (b) It is mutually agreed that all the covenants, agreements, conditions, and undertakings in this lease contained shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto, both jointly and severally, and shall inure to the benefit of persons claiming by, through or under them, the same as if they were in every case named and expressed and that the same shall be construed as covenants

IN WITNESS WHEREOF, the Town of Wellesley has caused these presents to be executed in duplicate under seal as of the date first written above.

LESSEE:

by its \_\_\_\_\_  
duly authorized.

LESSOR:

TOWN OF WELLESLEY, by  
The Board of Selectmen

Marjorie R. Freiman, Chair

Ellen F. Gibbs, Vice Chair

Jack Morgan

Beth Sullivan Woods

Thomas Ulfelder

Norfolk, ss.

THE COMMONWEALTH OF MASSACHUSETTS

Wellesley

Then personally appeared the above named, Marjorie R. Freiman, Ellen F. Gibbs, Jack Morgan, Beth Sullivan Woods, Thomas Ulfelder, Selectmen as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the said Town of Wellesley,

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Norfolk, ss.

THE COMMONWEALTH OF MASSACHUSETTS

Wellesley

Then personally appeared the above-named \_\_\_\_\_  
for the \_\_\_\_\_ and acknowledged  
the foregoing instrument to be his/her act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Dear Wellesley Selectmen

April 25, 2017

The purpose of this letter is to announce my resignation as member of the Advisory Board of the MWRA. I was appointed by the selectmen in 1985 and have served continuously.

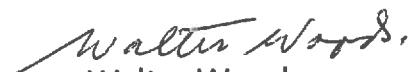
The major responsibility of the Advisory is to appoint 3 members to the MWRA Board of Directors and review their annual budget. They have spent over 6 billion dollars developing an acclaimed water and sewer system serving 60 Cities and Towns without any adverse publicity. The Advisory also comments on all issues facing the MWRA including manpower.

Also as Advisory Board Member I served on the Executive Committee where issues are discussed and shaped for the Board's consideration.

During this time I was the Chairman of the Advisory Board for 3 years.

The Board of Directors of MWRA have cited me on 3 occasions for my contributions, on one occasion placing my name on a chair facing the Charles River in the Town of Weston. Of the 60 Town members I am the only one ever cited.

Prior to my appointment to the Advisory, as member of Wellesley Board of Public Works, I became a member of the Committee established by the Courts 1983-85 to discuss the creation of the MWRA. The Enactment of 1985 creating the MWRA and voted by the Legislators was developed by the Committee.

  
Walter Woods



**nationalgrid**

HERE WITH YOU. RELEASING YOU.

We're upgrading the natural gas main.

May 1, 2017

**Re: Natural Gas Work in Wellesley. ( work order # 1128441 )**

Dear City Officials,

National Grid is committed to safely and reliably delivering energy to our community. That's why we are replacing the natural gas main at **1 to 17 Waban ST.; 14 to 134 Weston RD.; 52 to 75 Church ST., Wellesley, MA.** As part of this project, we will also replace the natural gas service piping that connects the main to the customer's gas meters. Approximately **42** premises are within the construction limits.

Construction is expected to begin on **May 1, 2017** and anticipated to last to **June 30, 2017** weather permitting. We will work hard to complete this project promptly and with minimal disruption to the community. Visit **ngrid.com/mainline** to view a YouTube video on this gas main replacement process. A second video explaining the replacement of the service pipe to customer homes is available at **ngrid.com/serviceline**.

Enclosed is a notification that will be distributed to all affected constituents. We're here for you if you have any questions about this project. Please contact me at **1-781-907-3419**

We look forward to working with you as we upgrade our community's infrastructure.

Sincerely,  
Grace Sawaya  
Manager, Community & Customer Management  
National Grid  
40 Sylvan RD  
Waltham, MA 02451

## Public Safety Roundtable with Secretary Daniel Bennett

5/15/17

Wellesley Police Department, Kingsbury Room

8:30am Welcome remarks from Sen. Ross, Sen. Creem and Rep. Peisch

8:35am Self introductions from attendees

8:40am Remarks and updates from Sec. Bennett on state issues

8:50am Feedback from attendees, and input on what are the major public safety concerns of the town, what is working in Wellesley and what the state could be doing better or differently.

9:00am Topics for discussion

- budget concerns
- opioid and addiction
- jurisdictional issues
- Emergency management
- dealing with the college populations
- long-range planning (if any capital projects, technology upgrades), grants.
- Ambulatory issues
- Traffic safety
- Academies, civil service, (veterans preference issue) Quinn Bill, and staffing concerns

9:30am Concluding Remarks from Sen. Ross, Sen. Creem, and Rep. Peisch.

**Robinson, Blythe**

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**From:** Martello, Marybeth  
**Sent:** Wednesday, May 03, 2017 8:46 PM  
**To:** Antoinette Jolley; Martignetti, Alfred; McDonough, Joseph; Santangelo, Michael; Gretchen Hall; Alexa Plenge; Nancy Braun; Hawkinson, Stephanie; Alison Cross; Jeanne Hoerter; Sabine Witek; Michelle Foster; \_Regina LaRocque; 'Phyllis Theermann'; Rachel McGregor; snyders@wellesleyps.org  
**Cc:** Robinson, Blythe; \_Ellen Korpi  
**Subject:** Food Recovery Update and Wellesley Awards!

Hi All,

I'm writing with an update on Cafeteria Recycling and Food Recovery in Wellesley Public Schools. I've heard very positive things from Fiske and Sprague, and Bates is chugging along.

We are making wonderful strides on food recovery. We welcomed Alison Cross (MPH and degree in nutrition from Tufts) who has been a great addition to our team. Matt Delaney continues to be a critical champion for the cause :) We've done a lot of research and had several productive meetings with Health Department staff and Board of Health members. We are hopeful that we will soon be able to bring post-consumer food rescue (cheese sticks, carrots, etc.) to Fiske, Sprague, and Bates, and to pilot pre-consumer food rescue from the Bates kitchen. Alison, Matt, and I are ironing out the final details so that we can present a package to the Health Department for their approval in the next week or so. Thanks for your patience. Health Departments across the country really don't have a road map for food donation from schools – so we're working it out as we go.

**AWARDS**

Big congratulations to everyone for the awards that have come our way this season. Huge thank you to Phyllis Theermann for submitting applications on behalf of school and Town staff.

**MA Secretary's Award for Excellence:** Bates School Cafeteria Recycling and Food Waste Diversion Project. State House ceremony on May 8

**Green Difference Award for Matt Delaney:** Green Community Hero. State House ceremony on May 19

**Green Difference Award for Bates School:** Honorable Mention for Food Waste Reduction and Landfill Diversion. State House ceremony on May 19

Fiske and Sprague – the roll-out to your schools was an important part of the Bates narrative – so these awards belong to you as well!

Thanks to all for your continued hard work. I will keep you posted on our food recovery progress!

All the best,  
Marybeth

