

TOWN OF WELLESLEY



MASSACHUSETTS

## BOARD OF SELECTMEN

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

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

### SELECTMEN'S MEETING

#### *TENTATIVE AGENDA*

Wellesley Town Hall – Juliani Room

**7:00 P.M. Monday, July 31, 2017**

1. 7:00 Citizen Speak
2. 7:05 Executive Director's Update
  - Approval of Minutes
  - Acceptance of Gifts
3. 7:10 Performance Review for Fire Chief Rick DeLorie
4. 7:30 Veterans Update – Sarada Kalpee
5. 7:45 Joint Meeting with the Planning Board – Appointment of the Associate Member of the Planning Board
6. 8:00 892 Washington Street - Approval of Conservation Restriction Modification & Request to Remove Property from M.G.L. c 61A
7. 8:15 Executive Session under G.L. c. 30A, §21(A), exemption #3 to discuss potential litigation
8. 8:45 Common Victualler Modification – Thirst Juice Company, 41 Grove St.
9. 8:55 Approval of Cochituate Aqueduct Lease Renewals
10. 9:15 School Building Committee Update
11. 9:45 New Business/Correspondence

Next Meeting Dates: Tuesday, August 15, 2017  
Tuesday, August 22, 2017  
Tuesday, August 29, 2017

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BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

Our regularly scheduled meeting **begins on Monday at 7:00 PM** in the Juliani Room at Town Hall. Please note that in order to accommodate the timing of persons participating in an executive session, that will take place at the midpoint of the meeting.

### 1. Citizen Speak

**MOTIONS- JULY 31, 2017:**

2. **MOVE** to approve the regular session minutes of June 26<sup>th</sup>.
2. **MOVE** to accept the following gifts to the Town in the following amounts:
  - \$10,000 from Mr. Fred Wright to the COA to implement the department's marketing plan recommendations
  - \$1,056.00 from the Friends of the COA for the June lunch program
  - \$1,500 from the Friends of the COA for the annual social Casino Night
3. **MOVE** that the Board vote to approve the performance evaluation for the Fire Chief as proposed by the Chairman, and further to authorize an increase in compensation of \_\_\_\_\_ for FY18.
5. **Move** to convene a Joint meeting with the Planning Board.  
  
**Move** to elect Ellen Gibbs as chair of the joint meeting.  
  
**Move** to elect Deb Carpenter as secretary of the joint meeting.  
  
**MOVE** to appoint Kathleen Woodward as Associate Member of the Planning Board for a term to expire on June 30, 2019.  
  
**Move** to dissolve the joint meeting of the Board of Selectmen and Planning Board.

6. **MOVE** to approve the revised Conservation Restriction for 892 Washington Street.
6. **MOVE** to execute a Notice of Non-exercise of First Refusal Option under Chapter 61A for 892 Washington Street
8. **MOVE** to approve a change of use the Common Victualler license for Thirst Juice to add seating for eight persons.
9. **MOVE** to award a 5-year land lease for the parcel located at 5 State Street to Captain Marden's Seafood's, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

**MOVE** to award a 5-year land lease for the parcel located at 360-366 Washington Street to Haynes Management, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

**MOVE** to award a 5-year land lease for the parcel located at 956 Worcester Street to Jarvis Appliance, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

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BLYTHE C. ROBINSON  
EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT

**MEMORANDUM**

DATE: July 28, 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.

- For those of you following the changes to the state law on regulating recreational marijuana, Kathy Nagle took the initiative to remind us what the vote was in Wellesley on this issue. The voters voted against this 8,714 – 6,331 so we are considered a NO municipality. The legislature's bill enables the Town to ban such a business through our bylaw process until December 31, 2019, after which the question can again be brought forward again by a ballot question for the voters to take up a second time.
- Meghan and I met with representatives from Smith & Wollensky on Monday to review their plans for a restaurant in the Blue Ginger space. They intend to sign a lease this week and would like to come before the board in a few weeks' time to discuss their request for a modification to the alcohol regulations in order to have more seats in the bar area than the ten we allow. They intend to have 231 seats in total throughout the restaurant, and would like to have 10% of those seats or 23 in the bar area as they believe that there is a strong interest in patrons being able to dine at the bar. The current regulations limit bar seating to 10% of all seats, but with a further restriction of not more than 10 seats.
- Please note the email correspondence in the packet that indicates Mr. & Mrs. Gaul have informed us of their plans to move to China and thus no longer serve as members of the

cultural council. We have updated our appointments spreadsheet and need to seek two new members.

- We interviewed five candidates for the Executive Assistant position this week and have decided to continue consideration of two of those candidates. We plan to conduct three additional interviews to ensure we've made the best choice thus far.
- We had a site walk to the North 40 on Friday to kick off the MCP Phase II/Phase III portion of the landfill closure process.
- The first meeting to kick off the Communications Plan is to be held in the Juliani Room next Wednesday, August 2<sup>nd</sup> at 1:00 pm. The representatives from the State will be here to lead the process and discuss the next steps. It would be wonderful if a member of the Board could attend.
- The date for substantial completion of the Tolles Parson Center has been updated to August 21<sup>st</sup> according to Dick Thuma.
- Kathy Mullaney's last day was on Tuesday, and her duties have flowed over to FMD. Steve Gagosian attended last week's PBC meeting and his office is now managing those tasks. FMD is close to making an offer to a candidate for the Projects Assistant role which will be a big help. Our recruitment efforts have not been as fruitful for a Projects Manager, so we are going to interview some of the candidates we do have and see if there is a good fit to train/coach a candidate into the role that we need to fill. In the next week or so the office equipment and files belonging to the PBC will be moving over to the FMD offices.
- I had a meeting with Jane Wiseman on Wednesday as part of the Unified Plan process. She wanted to interview me for my thoughts as they impact this process now that I've been in the position for a few months.
- The website go live date has been pushed back to August 7<sup>th</sup>. While we are generally ready to go now as planned, the programmers for the Recreation system RecTrack are not quite ready with the registration system, and we want to make sure that when we do go live, all the components are in place so people have the best experience.
- There have been a number of discussions ongoing about the Team Room Building that Recreation would like to see donated to the Town to be placed adjacent to the High School field. Andy Wrobel met with Tom Harrington and I recently to discuss the process which Andy would like to see result in a donation to the Town of the building and some dollars to pay for DPW to install, all by mid-fall. We have since investigated this and determined that it would be more appropriate for a donation of dollars for the Town to then handle a procurement of the building for a variety of reasons. Ellen and I plan to have a meeting with Andy next week to also discuss the process by which we would expect him to gather approvals from NRC, the Schools and perhaps FMD and DPW on what is to be built so that there is consensus before the Selectmen are asked to make a decision on the gift with which to procure the building.
- Jack Pilecki and I met with Scott Szczebak this week to discuss the compensation for the Deputy Chief position so we can move forward to fill it. The meeting was positive and we are in agreement about the salary range within which to promote a current employee. The compensation will likely fall outside the current job range, so we are exploring the possibility of a contract for the person selected.

## **2. Executive Director's Update**

- **Approval of Minutes** - the minutes of the following meetings are included in your packet for approval.
  - June 26<sup>th</sup> – regular meeting

**MOVE** to approve the regular session minutes of June 26<sup>th</sup>.



1 Board of Selectmen Meeting: June 26, 2017

2 Present: Freiman, Gibbs, Morgan, Ulfelder, Sullivan Woods

3 Also Present: Robinson, Jop

4 Minutes Approved:

5  
6 **Warrants Approved:** #2017-052 in the amount of \$6,391,665.98, #2017-053 in the amount of  
7 \$1,721,188.58, #2017-054 in the amount of \$2,310,581.14, and #2018-001 in the amount of \$825,022.08

8  
9  
10 Meeting Documents:

- 11 1. Agenda
- 12 2. Agenda Background Memorandum
- 13 3. Weekly Report
- 14 4. BOS Calendar
- 15 5. Draft Charge to the School Building Committee
- 16 6. Memo from M. Jop on 40B Overview with Attachments
- 17 7. 8 Delanson 40B Proposal- Site Eligibility
- 18 8. 680 Worcester Street 40B Proposal – Site Eligibility
- 19 9. Facilities Maintenance Energy and Operations Update PowerPoint
- 20 10. Minutes of June 1 and June 12, 2017
- 21 11. Wellesley Fund Grant to IT Department
- 22 12. Fire Department Gifts
- 23 13. MOU between PBC and the FMD
- 24 14. Year End Transfer Requests
- 25 15. Notice to Quit Community Center
- 26 16. Inter-municipal Agreement between Hamilton, Ma and Wellesley
- 27 17. Selectmen FY17 Accomplishments
- 28 18. News release from GFOA
- 29 19. Notice of Demand for Arbitration
- 30 20. Notice From Comcast- channel and pricing change
- 31 21. Notice to Residents on Route 9 construction

32  
33  
34 1. **Call to Order**

35  
36 Ms. Freiman called the meeting to order at 6:00 p.m.

37  
38  
39 2. **Citizen's Speak**

40 Phyllis Theermann, 12 Aberdeen Road, member of Sustainable Wellesley, approached the Board. Ms.  
41 Theermann stated in light of the Federal Government's recent withdrawal from the Paris Climate  
42 Agreement, Wellesley residents were looking for a meaningful way to voice their concerns. Residents  
43 asked Sustainable Wellesley how they could express themselves to local government. After many  
44 discussions, a petition was developed with a conscious decision to relate this to Wellesley, and to  
45 demonstrate the public's commitment for a clean energy future.

46 Ms. Theermann stated she has worked side by side with Town departments on Power To Choose and  
47 other campaigns have come to realize now is the time to rethink our renewable energy policy locally. She  
48 stated the Town needs to take more urgent and ambitious measures than we have ever done, or even  
49 consider doing before. This includes increasing our town commitment to renewable energy, as the state  
50 struggles to meet the clean energy goals of the Global Warming Solutions Act.

Ms. Theermann presented a petition to the Board noting that it was created after the Federal Government's withdrawal from the Paris Climate Agreement and since then, we appreciate the conversations that have been occurring between the Board of the Municipal Light Plant and residents concerning the board's policies. She thanked the Board of Selectmen for co-sponsoring the Forum.

Ms. Lise Olney, Chair of the Natural Resources Commission approached the Board noting she was speaking on behalf of Sustainable Wellesley. Ms. Olney stated that over 200 US Mayors advocated for a 100% renewable energy plan by 2035. Ms. Olney submitted an article to the Board from the Associated Press on the hundreds of US mayors endorsing renewable energy.

**3. Joint Meeting with the School Committee to Discuss the School Building Committee for Hardy, Hunnewell, and Upham Schools**

Mr. Michael D'Ortenzio, Jr, Matt Kelley, Ms. Melissa Martin, Ms. Sharon Gray, and Dr. Anthony Bent joined the Board along with Dr. David Lussier and Ms. Judy Belliveau.

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to convene a Joint meeting with the School Committee.**

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and School Committee voted unanimously to elect Marjorie Freiman as chair of the joint meeting.**

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and School Committee voted unanimously to elect Michael D'Ortenzio as secretary of the joint meeting.**

Ms. Gray stated that the School Committee met June 23, 2017 to discuss the charge and reached consensus on it. She then walked through the charge, highlighting the adjustments that had occurred throughout since the last Joint Meeting.

The Board of Selectmen and the School Committee discussed the status of the charge and Ms. Gibbs and Mr. Ulfelder, both of which were accepted by the Joint Meeting, suggested adjustments.

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and School Committee voted unanimously to the charge to the School Building Committee (SBC) as presented with the two amendments.**

Ms. Gray then introduced the proposed membership of the SBC and the Committee and Selectmen engaged in a discussion of the membership.

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and School Committee voted unanimously to appoint the following members to the SBC:**

- School Committee – Sharon Gray
- Superintendent of Schools – David Lussier
- Principals of the three HHU Schools (non-voting)
  - Hardy – Charlene Cook
  - Hunnewell – Ellen Quirk
  - Upham – Jeffrey Dees
- Board of Selectman – Jack Morgan
- Executive Director or Designee – Meghan Jop
- Permanent Building Committee – Matt King
- Facilities Maintenance Department Director or Designee – Steve Gagorian

- Advisory Committee – Jane Andrews
- Three Community Members
  - Ryan Hutchins
  - Joubin Hassanein
  - Jose Soliva

Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and School Committee voted unanimously to dissolve the joint meeting.

**4. Executive Session under G.L. c. 30A, §21(A), exemption #9 to discuss potential litigation**

Ms. Freiman noted the Board would be convening an executive session to discuss potential litigation.

Upon a motion by Mr. Morgan, and seconded by Ms. Gibbs, the Selectmen was polled (Freiman-aye, Gibbs –aye, Ulfelder-aye, Sullivan Woods – aye, Morgan – aye) to enter into Executive Session under M.G.L. c 30A, §21 exception # 3 to discuss potential litigation regarding the Town's Water Registration 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, Attorney Tom Harrington, DPW Director Mike Pakstis and Meghan Jop be invited to participate in the meeting. The Board of Selectmen will convene back into open session at the conclusion of the executive session.

The Board entered Executive Session at 6:40 pm.

See Executive Session Minutes.

The Board adjourned Executive Session at 7:05 pm and returned to open session.

**5. Joint Meeting with the Planning Board to discuss the Site Eligibility Applications for Delanson Circle and 680 Worcester Street.**

Members of the Planning Board including Ms. Catherine Johnson, Ms. Harriett Warshaw, and Mr. Jim Roberti joined the Board along with Michael Zehner, Planning Director.

Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to convene a Joint meeting with the Planning Board.

Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and Planning Board voted unanimously to elect Marjorie Freiman as chair of the joint meeting.

Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Selectmen and Planning Board voted unanimously to elect Catherine Johnson as secretary of the joint meeting.

Ms. Jop gave a brief overview on the prospective 40B projects currently seeking site eligibility letters from Mass Housing and Massachusetts Housing Partnership. Ms. Jop noted site eligibility is a preliminary step projects must complete prior to submitting a Comprehensive Permit Application with the Zoning Board of Appeals.

The first project introduced was the Delanson Circle Project. Ms. Jop noted the project consists of a proposal to construct 95 units within a 5-story structure to be located at the current Delanson Circle property comprised of 5 parcels of land and a right of way totaling 61,774 square feet. The site has

frontage on Linden Street and Hollis Street, which is an unacceptable way. Ms. Jop reviewed the draft letter to Massachusetts Housing Partnership noting the draft is comprised with comments from the land use departments including the Planning Department, NRC and Wetlands, Fire Department, Building Department, DPW and Engineering. The letter outlines concern about site constraints, storm water management, design, parking, water and sewer service, site access, traffic and pedestrian safety, density, and construction management. The Town has 30 days to send comments to the affordable housing subsidizing agency once notification of site eligibility has been received. Ms. Jop noted she has asked for an extension of 30 days to respond, but received a 14-day extension and comments will be due July 23, 2017.

Ms. Johnson expressed the Planning Board's concerns with the project and noted she has several recommended edits that she has sent along to Ms. Jop.

After a brief review of the major concerns, Ms. Freiman asked if anyone present wished to speak on the Delanson Project.

Ms. Polly Conlon, 21 Westerly Road, noted that parking is a concern for the multifamily residential located at 21 Westerly. She was concerned that visitor parking on Hollis Street would be an issue.

Mr. Ray Nimmo, 21 Westerly, noted traffic backup from cars exiting Hollis Street onto Linden Street currently affects the access to 21 Westerly Road. He noted there is only one-way in or out of the site, and if vehicles block the entrance, it is a real safety concern.

Mr. Joe Grignaffini, 148 Linden Street, noted that traffic at this particular location on Linden Street will be a significant issue. Mr. Grignaffini also noted that the storm water might greatly impact the existing culvert that runs under 151 Linden Street.

Mr. Guido Salvucci, 31 Curve Street, asked why the project could not be 50% affordable to assist with the meeting the Town's goal. Mr. Salvucci also asked what the median income is based upon. Ms. Jop and Ms. Freiman noted that all of the units would count towards the Town's affordable housing goal. Ms. Jop explained the median income calculation.

Mary Jane Kubler, 95 Crest Road, noted the change in the College Heights area and was regretful that the discussion was reactive verses a positive planning exercise. She noted the influx of 95 units could cause redistricting at the Sprague School. She urged the Town to continue working to complete the Unified Plan. She also noted that the context of the project would not allow for the integration of the units into the neighborhood.

Minyue Zhai, 3 Granite Street, was concerned that the rental units would be rented to young families seeking a good school district. She noted the discussion about closing Hardy School and indicated this project would impact Sprague. Ms. Zhai noted her property had to seek a special permit and the neighbors could oppose her project. She did not find it fair that the neighbors could have no impact on this project.

Amay Kelly, 21 Westerly Street, noted the biggest concern is safety. She was concerned over adding a big population to this small area, particularly with regards to traffic entering and exiting from Hollis Street onto Linden Street.

Ann Marie Towle, 7 Oakencroft Road, is a direct abutter to the rear of the property. She questioned the grade and height of the structure. She noted the HVAC units would be located on the top of the structure and would be noisy. The property is built on the same ledge that the project would be blasting for the foundation and garage. She was concerned over the safety of the abutting properties. Ms. Towle also raised concerns over the height of the proposed retaining wall and the safety with abutting neighbors.

Jean McCorry, 134 Linden Street, was very concerned over safety. She was concerned that sprinklers could fail and that the Town could face a catastrophic event. She noted that traffic counts could not be done in the summer while school is not in session. Ms. McCorry noted the number of students and pedestrians that walk in the area, and noted the crosswalk is very dangerous now.

Emmett Lyne, 89 Crest Road, noted he abuts Waldo Court, which has 12 units and has no issues with that project. He noted that 95 Units are totally out of character with the area. Mr. Lyne was concerned over the Town negotiating with the developer given the lack of dialogue the developer has had with the Town and the abutters to date. Mr. Lyne was concerned over the traffic and carbon emissions that would be generated from the project.

John Hartnett, 22 Oakencroft Road, noted Oakencroft Road currently has water issues after any rainstorm. Mr. Hartnett noted it would be helpful for the developers to come forward with their plans to understand their past projects. He was very concerned over the density of the proposed plan on Linden Street given the existing traffic issues and high level of pedestrian traffic with Linden Square, High School, Middle School, and Sprague School pedestrians in addition to the highly popular Linx Program.

Paul Mortarelli, 136 Linden Street, noted the change in the neighborhood over time. He noted there is significant run off issues now from storm water and his property already has erosion from existing storm water conditions. He noted his driveway is located directly across from the proposed location and is concerned about the ability to exit/enter his site once the project is constructed.

William Ellis, 23 Oakencroft, noted he pursued purchasing a paper road that separates 23 and 26 Oakencroft. He questioned whether the paper road could be constructed. He further noted that he was concerned over the blasting and asked whether there is recourse from the blasting. Ms. Robinson described the blast protocols in terms of surveying the existing properties. Ms. Jop noted that given the grade differences between 21 Westerly and 23 Oakencroft the road could not be constructed, and noted The Town does not own the rights to the right of way.

Mr. Richard Juliani noted the roads current pavement width is between 13-17 feet. He noted there is clearly a sidewalk area within the right of way that does not exist. If the road were paved to its full extent, it would have considerable impact to the abutters.

Susan Nimmo, 21 Westerly Street, noted there was a project in Medfield that was stopped. She noted the light installed at Everett Street and Linden Street has caused significant cut through traffic. She noted she was concerned that crime would come to the area with subsidized rental housing.

Eleanor Burke, 79 Linden Street, noted the existing traffic on Linden Street and could not imagine the impact 95 units would have on the area.

Guido Salvucci, 31 Curve Street, noted that the blasting could generate additional water springs, which have been known in the area.

Judy McGinnis, 71 Suffolk Road, asked about snow storage and shadow studies. She noted the vehicular access appears to be off Hollis Street and the pedestrian access is off Linden Street. She questioned whether the proposal is ADA compliant. She noted the project has over 180 bedrooms, which correlates to 60 3-bedroom homes.

Ms. Freiman thanked the abutters for attending and for their comments on the Delanson Project.

Ms. Jop gave a brief overview of the 680 Worcester Street Project noting the proposal is to construct 20 rental units on a parcel comprised of 20,000 square foot. Ms. Jop reviewed the draft letter to Mass Housing noting the draft includes comments from the land use departments including the Planning Department, NRC and Wetlands, Fire Department, Building Department, DPW and Engineering. The

letter outlines concern about site constraints, storm water management, design, parking, water and sewer service, site access, traffic and pedestrian safety, density, and construction management. The Town has 30 days to send comments to the affordable housing subsidizing agency once notification of site eligibility has been received. Ms. Jop noted she has asked for an extension of 30 days to respond, but received a 14-day extension and comments will be due July 31, 2017.

The Board noted this project was reviewed last year and the Town offered similar comments. Ms. Freiman asked if anyone present wished to speak on the project.

Mr. Pete Buhler, 10 Stearns Road, came forward representing the neighborhood. Mr. Buhler reiterated the residents' concerns about design, density, safety including backing out onto Route 9, and integration with the neighborhood. Mr. Buhler also noted the impact of line of sight entering onto Route 9. He noted cars leaving the Alzheimer's Center currently create difficulties for residents fronting Worcester Street. Additional traffic will make it more difficult.

Mrs. Svea Fraser, 4 Stearns Road, noted how grateful the neighbors are to the Selectmen for their work. She noted the neighbors feel they are working together with the Town to find what is best for the community.

The Board discussed next steps. It was determined the Planning Board would review the letters at their meeting on July 10<sup>th</sup> and forward any comments to the Selectmen to consider at their next meeting of July 18<sup>th</sup>.

#### **6. Facilities Maintenance Energy Update**

Mr. Joe McDonough, FMD Director and Allen Hebert, Operations Manager joined the Board. Mr. Hebert gave a brief presentation on the energy savings across the Town buildings, the electricity and natural gas pricing, and the predicted energy use for FY16. Mr. Hebert further reviewed the capital, cash capital and operations projects. Mr. McDonough and Mr. Hebert discussed data collection and Mr. Hebert discussed the productivity of energy conservation measures in routing and preventative maintenance.

The Board discussed opportunities to improve energy conservation town-wide, as well as the savings and potential savings from current and proposed projects.

Mr. McDonough noted he would be returning the Board in August to give a 5-year review of the Facilities Department.

#### **7. Executive Director's Report**

##### Minutes

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to approve the regular session minutes of June 1 (evening), and June 12, 2017.**

##### Gifts

**Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to accept the following gifts to the Town in the following amounts:**

- **\$2,032 from the Fund for Wellesley for IT Department for enhancements to the Town's website**
- **\$949.99 from Green's Hardware to the Fire Department for purchase of a gas grill**

**Execute MOU between the PBC and FMD**

317 **Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to execute the**  
318 **Memorandum of Understanding between the Board and the Permanent Building Committee**  
319 **regarding the Facilities Maintenance Department.**

320  
321 Discuss Year End Transfers  
322

323 **Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 to approve the**  
324 **transfers in the following amounts:**

- 325
- 326 • **Treasurer Collector - \$10,000 from personal services to expense**
- 327 • **Fire Department - \$30,000 from expense to personal services**
- 328

329 COA Letter to Vacate Wellesley Community Center Lease  
330

331 Ms. Robinson noted the Tolles Parson Center is nearing completion and the Council on Aging must give  
332 notice to the Wellesley Community Center that they will not be continuing the lease. Ms. Robinson  
333 reviewed the draft letter to vacate.

334  
335 **Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 that the Board**  
336 **vote to authorize the Executive Director to provide notice to the Wellesley Community Center to**  
337 **terminate the lease for the Council on Aging.**  
338

339 Discuss Inter-Municipal Agreement with Hamilton, MA  
340

341 Ms. Robinson noted Town Counsel has drafted an Agreement to work with Hamilton, MA on potential  
342 litigation regarding the Town's water registration. Ms. Robinson noted Town Counsel has also asked the  
343 Board to sign a waiver of potential conflict of interest. While it is Town Counsel's opinion that there is  
344 no conflict, rather a joint benefit to the communities both being represented by the firm, the Canons of  
345 Ethics for attorneys in the State preclude an attorney from representing a client if another client's interests  
346 are averse to another.

347  
348 **Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 that the Board**  
349 **vote to execute the inter-municipal agreement with the Town of Hamilton, subject to the agreement**  
350 **with Hamilton, and the Waiver of Conflict of Interest in order to jointly engage Miyares**  
351 **Harrington to represent the communities in potential litigation regarding the Town's water**  
352 **registration.**  
353

354 **8. Performance Review for Executive Director**  
355

356 Ms. Freiman reviewed the highlights of Ms. Robinson's performance for the past 6 months. Ms. Freiman  
357 reviewed Ms. Robinson's goals including replacing the Executive Assistant position in the Selectmen's  
358 Office, creating a communications plan and staff, finalizing a new budget manual, completing the  
359 strategic plan element of the Unified Plan, support and continue to work with the Building Department,  
360 North 40, 900 Worcester Street, and 40B projects.

361  
362 The Board discussed a merit increase for Ms. Robinson.

363  
364 **Upon a motion by Mr. Morgan and seconded by Ms. Gibbs, the Board voted 5-0 that the Board**  
365 **vote to approve the performance evaluation for the Executive Director as proposed by the**  
366 **Chairman, and further to authorize an increase in compensation of \$3,800 for FY18.**  
367

368  
369 **9. Review of Selectmen FY17 Accomplishments**

370

371 Ms. Gibbs reviewed the Boards accomplishments for the past fiscal year. Ms. Gibbs thanked Ms. Freiman  
372 for her efforts and leadership as Chair for the past year.

373

374 **10. New Business/Correspondence**

375

376 Ms. Robinson briefly discussed upcoming meeting items for the July 18, 2017 meeting.

377

378 **The meeting adjourned at 10:12 pm.**

379

380

381



- Acceptance of Gifts – there are several gifts for the Council on Aging that require approval of the board. They include:
  - Gift by Mr. Fred Wright of \$10,000 to implement the COA's new marketing campaign (a letter from him about this is included in your packet)
  - Two gifts from the Friends of the COA:
    - \$1,056.00 for the June lunch program
    - \$1,500 for the annual social Casino Night held on May 9th

**MOVE** to accept the following gifts to the Town in the following amounts:

- \$10,000 from Mr. Fred Wright to the COA to implement the department's marketing plan recommendations
- \$1,056.00 from the Friends of the COA for the June lunch program
- \$1,500 from the Friends of the COA for the annual social Casino Night

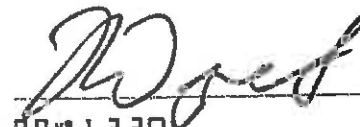
July 20, 2017

To Town of Wellesley;

Please accept my gift of \$10,000 to the Council on Aging Gift Account. I request this money be used at the discretion of the Director, Council on Aging to fund and supplement any marketing, publicity, advertising, communication, social media expenses associated with the opening and operation of the Tolles Parsons Center.

Thank you.

  
Frederick T. Wright  
10 Ingersoll Road  
Wellesley MA 02481  
f.wright@neu.edu  
617-365-8473

FREDERICK T WRIGHT MARY SUE WRIGHT 10 INGERSOLL RD WELLESLEY, MA 02481-1142		1220 53-13/110 MA 26515
Pay to the Order of	Town of Wellerley COA Ten thousand & 00/100	7/20/17 Date
Bank of America		\$10,000.00 Dollars
ACH R/T 011000136		Security Features Detail on Back
For COA Gift Account		
⑆011000136⑆ 000005818478⑈ 1220		

GIFTS TO THE GENERAL COA GIFT ACCOUNT (29054150-483000)

Updated 7/13/17

[illegible]

**Total Donations Listed for General Gift Account = \$2,556.00**

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### **3. Performance Review for Fire Chief**

Annually at this time of year, the Town conducts its performance evaluations on all employees in the 50 & 60 series of the compensation plan. As the Board of Selectmen is the supervisor of the Fire Chief, that performance evaluation must be conducted in a public meeting. The evaluation document and the narrative prepared by the Chairman will be handed out at the meeting.

The Chief's base compensation is set by contract and for FY17 was \$148,000. Per his contract, the compensation for FY18 must be no less than that provided to other 50/60 series employees, which equates to a 2.0% increase. That figure is noted below, however that does not preclude the Board from deciding a higher level of compensation if the Board believes this is warranted as a result of the performance evaluation.

2% = \$2,960

**MOVE** that the Board vote to approve the performance evaluation for the Fire Chief as proposed by the Chairman, and further to authorize an increase in compensation of \_\_\_\_\_ for FY18.

To function effectively, the Fire Chief will be required to participate in community activities, make field inspections of Fire Department operations, attend collective bargaining negotiations, attend meetings, and respond to emergencies and investigations. During such activities he shall be considered working. In any event, it is expected that the Fire Chief will spend such time as is necessary to ensure the efficient operation of the Fire Department while at the same time providing a sufficient amount of time for personal leisure.

#### **SECTION 4.** **COMPENSATION**

The annualized compensation for the Fire Chief to be paid in weekly installments during the 5 years of this Agreement shall be as follows:

FY ending June 30, 2016 \$143,000.00

FY ending June 30, 2017 \$148,000.00

FY ending June 30, 2018 no less than FY18 increase recommended by Human Resources Board for 50/60 series employees as approved and appropriated at the Annual Town Meeting

FY ending June 30, 2019 no less than FY19 increase recommended by Human Resources Board for 50/60 series employees as approved and appropriated at the Annual Town Meeting

FY ending June 30, 2020 no less than FY20 increase recommended by Human Resources Board for 50/60 series employees as approved and appropriated at the Annual Town Meeting

The Fire Chief shall also receive an annual uniform/cleaning allowance of \$1,000.00

The Town agrees that it shall not, at any time during the term of this agreement, reduce the salary, compensation, or other benefits of the Fire Chief except to the extent that a reduction is applied across the board for general non-union Town employees.

#### **SECTION 5.** **GOALS AND OBJECTIVES**

Essential to the development of a strong working relationship between the Board of Fire Engineers and the Chief is a clear understanding of the mission, goals and objectives of the Fire Department. The Chief shall develop programs and strategies as goals and objectives and he will present this information periodically to the Board of Selectmen or its representatives.

**4. Veterans Update – Sarada Kalpee**

Sarada will be joining our meeting to give you an update on the activities of the district and Wellesley in particular, and what is planned for the coming months. Included in your packet is a sample letter that has been going out to veterans in each of the Towns about our services, as well as the June activity report for the Veterans District as background

**NO MOTION**



Hello Veteran,

My name is Sarada Kalpee and I am the Veteran Service Officer for your town. I am also currently a Sergeant First Class in the Army Reserves. I have been in the Reserves for 14 years now with 1 deployment to Afghanistan.

I am reaching out to give you a quick rundown on what my job entails and how I may be of assistance to you and/or your family.

The Commonwealth of MA is the only state in the country that offers financial assistance to veterans completely separate from the VA (federal), this is known as M.G.L. CH 115. These benefits are based on income. Please let me know if you would like to see if you qualify.

My office also assists in completing VA forms for things such as Healthcare enrollment, Pension, Compensation, Burial benefits, Spousal benefits, Agent Orange, Welcome Home Bonus and anything else you may have a question about. Also, if you are already a disabled Veteran and receiving a percentage rating, have you brought that letter to the assessor's office to file for a tax exemption on your home?

If you are paying for hearing aids, glasses, prescriptions etc. and you are a veteran or dependent of a veteran then please give me a call to find out if we can help change that.

Please join me on June 21<sup>st</sup> at the Weston Council on Aging for breakfast and conversation about anything Veteran related. Please RSVP with the Council on Aging staff @ 781-786-6280

I look forward to meeting and/or hearing from you.

Respectfully,

*Sarada Kalpee*

Director  
West Suburban Veterans' Services District  
Main Office: 525 Washington Street  
Wellesley, MA 02482  
Cell: 781-850-5504  
Fax: 781-489-7474  
Email: [skalpee@westsuburbanveterans.com](mailto:skalpee@westsuburbanveterans.com)



**Report Date: 6-01-2017 through 6-30-2017**

### ENGAGE

- 21 June 2017: Veterans Breakfast at Weston COA. COA posted the breakfast in their newsletter and mailed out invitations to 100 Veterans on the Weston Resident list. We had a turnout of about 20-25 veterans and spouses. The letter reached quite a bit of Veterans that called and stated they could not make it to the breakfast but they were happy to know the services exist. It also yielded 6 new appointments.
- 25 June 2017: BBQ and Veterans Benefits talk at Royal Wayland
- 30 June 2017: Met with Mr. Richards from Tenacre Elementary. They will be hosting a coffee and pastries and a music performance to a few Veterans in the town of Wellesley as well as writing letters (like last year) to Veterans in the town. This is scheduled for Nov 8<sup>th</sup> 2017 in honor of Veterans Day.

### ADVOCATE

- All 4 towns will be working with the Veterans Dept to host Movie Dates 1 day a week for the entire month of November. Times of movie will differ each week to try and access different Veterans and their families.

### SERVE

- Monthly articles will now be sent to all COA's to publish in their Newsletters as a "Veterans Corner". Information will come out of the "What Every Veteran Should Know"
- Throughout the month I have been mailing out an introduction letter about myself and the Department as well as information on the Welcome Home Bonus and the Korean Ambassador for Peace Medal and any events a Veteran could attend like the Veterans breakfast at the Weston COA.

### CHALLENGES, CHANGES & OTHER

### METRICS WELLESLEY

Priority	Metric & Target	This Month	Δ	Last Year
Engagements	Total Constituent Contacts	14	-	N/A
Chapter 115 Financial Assistance	# Active Cases	2	-	N/A
	\$ Financial assistance provided (FY to Date)	\$ 17,798.76	-	N/A
	# New Applications	0	-	N/A
VA Assistance & Misc	Health Care Enrollment	0		
	VA Pensions / Compensation / A&A (open cases)			
	Housing Assistance (Assisted Living, Hospice, ETC)			

### METRICS NEEDHAM

Priority	Metric & Target	This Month	Δ	Last Year
Engagements	Total Constituent Contacts	19	-	N/A
Chapter 115 Financial Assistance	# Active Cases	4	-	N/A
	\$ Financial assistance provided (FY to Date)	\$ 23,306.09	-	N/A
	# New Applications	0	-	N/A

VA Assistance & Misc	Health Care Enrollment VA Pensions / Compensation / A&A (open cases) Housing Assistance (Assisted Living, Hospice, ETC)	5		

## METRICS WAYLAND

Priority	Metric & Target	This Month	Δ	Last Year
Engagements	Total Constituent Contacts	8	-	N/A
Chapter 115 Financial Assistance	# Active Cases	1	-	N/A
	\$ Financial assistance provided (FY to Date)	\$ 6,271.20	-	N/A
	# New Applications	0	-	N/A
VA Assistance & Misc	Health Care Enrollment VA Pensions / Compensation / A&A (open cases) Housing Assistance (Assisted Living, Hospice, ETC)	5		

## METRICS WESTON

Priority	Metric & Target	This Month	Δ	Last Year
Engagements	Total Constituent Contacts	9	-	N/A
Chapter 115 Financial Assistance	# Active Cases	0	-	N/A
	\$ Financial assistance provided (FY to Date)	\$ 2,816.46	-	N/A
	# New Applications	0	-	N/A
VA Assistance & Misc	Health Care Enrollment VA Pensions / Compensation / A&A (open cases) Housing Assistance (Assisted Living, Hospice, ETC)	3		

## UPCOMING EVENTS &amp; ANNOUNCEMENTS

7 July 2017		MTG with Assistant Director for Wellesley Library as a possible community partner in presenting a talk or panel, or have suggestions of others who can make presentations that educate laypeople about important veteran issues.
13 July 2017		Governor's Advisory Council for Veteran Services Meeting

**5. Joint Meeting with the Planning Board for the Purpose of Appointing the Associate Member of the Board**

The position of Associate Member of the Planning Board became vacant when Mr. Jim Roberti became a full member of the board. His previous term would have concluded on June 30, 2017. Ms. Kathleen Woodward has expressed an interest in being appointed to this position, which by the Town's bylaws is a joint appointment between the Selectmen and the Planning Board. In discussing the term length with the Town Clerk, she recommends that this term be from appointment to June 30, 2019. A letter from Kathleen as well as her resume is included for your information.

**Move** to convene a joint meeting with the Planning Board.

**Move** to elect Ellen Gibbs as chair of the joint meeting.

**Move** to elect Deb Carpenter as secretary of the joint meeting.

**MOVE** to appoint Kathleen Woodward as Associate Member of the Planning Board for a term to expire on June 30, 2019.

**Move** to dissolve the joint meeting of the Board of Selectmen and Planning Board.

50 Kirkland Circle  
Wellesley Hills, MA 02481  
April 26, 2017

Deborah Carpenter, Chair  
Planning Board  
Town Hall  
525 Washington St.  
Wellesley, MA 02482

Michael Zehner, Planning Director  
Town Hall  
525 Washington St.  
Wellesley, MA 02482

Re: Associate Member Position, Planning Board

Dear Deborah and Michael:

By this letter I wish to express my interest in serving as an Associate Member of the Planning Board. Serving as the Advisory Liaison to the Planning Board has sparked my desire to learn more about this dynamic area of municipal law and policy. I believe that my education, experience and dedication to public service, as reflected in my resume and participation in community service, has prepared me well to take on this new challenge.

As my resume indicates, I have practiced environmental law, primarily in the public sector, since 1991. I believe that my extensive experience in the interpretation and application of statutes and regulations will enable me to ably analyze and apply statutes and bylaws in the planning context. Similarly, my substantial experience in the painstaking review of documentary evidence has likewise prepared me for the task of careful and thorough review of materials submitted to the Planning Board. Further, through my work I have gained considerable knowledge in the area of storm water management that I believe is highly transferable to the planning context. Finally, my many years of experience in communicating and negotiating with members of the regulated community would be extremely helpful to me in my interactions with the public as the Associate Member of the Planning Board.

In addition to the experience and expertise summarized above and reflected in my resume, my participation in community service and local government over many years demonstrates my commitment and strong interest in continued volunteer service to the Town and to the Planning Board, in particular. Prior to moving to Wellesley, I served on the Town of Winchester Conservation Commission. Since moving to Wellesley in 1998, I have been a Town Meeting member for 18 years. During that time, I was very involved in school budget issues at the grassroots level, serving as the liaison between Sprague School and Committee 21 (the Town-wide school advocacy organization). In 2013, I served on the Tolles-Pasons Center Review Committee appointed by the Moderator. I have served three years on the Advisory Committee. Currently, I am on the Weston Road Community Garden Resident Board, serving as Treasurer.

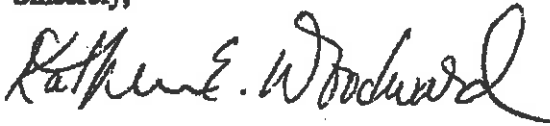
Jun 2, 2017

109/122

As a final note, I deeply believe that those representing the government in any capacity should always treat the public with respect and consideration. In my many years as a practicing attorney, I have always conducted myself in accordance with this belief and I would continue to do so were I chosen to serve as the Associate Member to the Planning Board.

Thank you very much for considering my application for the position of Associate Member of the Planning Board. Should you wish to reach me to further discuss my application, please call me at (617) 947-0203 or email me at [kathleenewoodward@gmail.com](mailto:kathleenewoodward@gmail.com).

Sincerely,

A handwritten signature in cursive script that reads "Kathleen E. Woodward". The signature is fluid and elegant, with the first letters of the first and last names being capitalized and prominent.

Kathleen E. Woodward, Esq.

**KATHLEEN E. WOODWARD**  
 50 Kirkland Circle  
 Wellesley Hills, Massachusetts 02481  
 (617) 947-0203

**EXPERIENCE United States Environmental Protection Agency**  
*Senior Enforcement Counsel*

Boston, Massachusetts  
 April 1991-Present

*Regulatory Law:* 1997-Present Develop and implement enforcement actions including preparation of complaints and settlement of the United States' claims in both administrative and judicial forums. Provide legal advice on a wide range of municipal and state agency storm water discharge issues. Handle cases in the areas of pollutant discharges to the waters of the U.S.; lead paint hazards; hazardous waste; under-ground storage tanks; and community right-to-know.

*Superfund:* 1991-1996 As senior attorney for the Raymark Industries, Inc. Sites, provided legal advice relating to the remediation and redevelopment of a 33-acre industrial facility and the cleanup of 73 residential, municipal, and commercial sites. As counsel to the Removal Program, provided legal and policy advice to legal and technical personnel on case-specific and programmatic matters; oversaw development and issuance of Unilateral Administrative Orders; and developed model legal documents.

**Goodwin Procter**  
*Environmental Associate*

Boston, Massachusetts  
 October 1989 - March 1991

Advised client on implementation of Administrative Consent Order and recovery of response costs. Analyzed applicability of Federal and Massachusetts Clean Water Act regulations to energy co-generation facility. Provided compliance advice regarding hazardous waste and underground storage tank regulations.

**Massachusetts Appeals Court**  
*Judicial Clerk for the Honorable R. Ammi Cutter*

Boston Massachusetts  
 September 1988 - August 1989

Assisted in development of judicial opinions on a broad range of civil and criminal cases.

**EDUCATION BOSTON COLLEGE LAW SCHOOL**

Newton, Massachusetts

Juris Doctor, *Magna Cum Laude*, May 1988

Grade Point Average: 3.56 (Top 5%)

Activities: Conservation Research Group; Moot Court Competition

**BOSTON COLLEGE**

Newton, Massachusetts

Bachelor of Arts, Political Science, *Magna Cum Laude*, May 1983

Grade Point Average: 3.65 (Top 6%)

Activities: Resident Advisory Board; World Hunger Committee

**PUBLICATIONS**

Contributed to three-volume treatise, *The Law of Hazardous Waste: Management, Cleanup, Liability and Litigation* (Matthew Bender & Co., Inc., 1987)

Co-author, "Environmental Impairment Liability Insurance Coverage," Massachusetts Continuing Legal Education, Inc. (May 1990)

"Low-Level Radioactive Waste: Southeast Progress Report," 11 *Environmental Practice News* 1, Marshall-Wythe School of Law, The College of William and Mary (1986)

**AWARDS**

**James W. Craig National Honor Award for Pollution Prevention Leadership (2010)**

**Recognition by U.S. Attorney's Office of the District of Connecticut "In appreciation for Outstanding Service and Performance in U.S. v. Ameripride" Judicial case (2009)**

**Regional Administrator's Employee of the Month Award, U.S. E.P.A., Region 1 (2007)**

**Legal Excellence Award in Superfund presented by the Director of the Office of Environmental Stewardship, U.S. E.P.A., Region 1 (2002)**

**Bronze Medal for Commendable Service as a Member of the Raymark Team (the highest award given at the U.S. E.P.A. Regional level) (1997)**

**Team of the Year Award as member of the Chlorine Enforcement Team presented by the Director of the Office of Environmental Stewardship, U.S. E.P.A., Region 1 (1997)**

**Bronze Medal for Commendable Service as a Member of the Raymark Team in 1993 (the highest award given at the U.S. E.P.A. Regional level) (1993)**

**Special Act Award: Raymark Team, U.S. E.P.A., Region 1 (1994)**

**Removal Team of the Year, U.S. E.P.A., Region 1 (1993)**

**Regional Administrator's Employee of the Month Award, U.S. E.P.A., Region 1 (1991)**

**Zehner, Michael**

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**From:** Deborah Carpenter <ldcarpenter@gmail.com>  
**Sent:** Friday, May 05, 2017 11:13 AM  
**To:** Ann Rappaport  
**Cc:** Zehner, Michael  
**Subject:** Re: Recommendation for Kathleen Woodward to be next Associate Planning Board Member

Thank you for your thoughtful input, Ann. We will pass it along to the rest of the Board members.

On Thu, May 4, 2017 at 7:33 PM, Ann Rappaport <[ann@rappaport.us](mailto:ann@rappaport.us)> wrote:

Dear Deb and Michael,

I am writing to enthusiastically endorse Kathleen Woodward to become the next Associate Planning Board Member. Kathleen and I served on the Wellesley Advisory Committee in 2014-2015 (my third year on Advisory and her first). I found her to be an intelligent, thoughtful, and conscientious Advisory member with a strong work ethic, and always willing and able to ask penetrating questions of the boards and committees that presented to Advisory. Her legal background was invaluable in helping her craft well-researched, well-reasoned and well-written Advisory articles for the *Advisory Report*. Additionally, she was a generous, respectful and interesting colleague and I really enjoyed working with her!

I am certain that Kathleen's service as this year's Advisory Planning liaison has given her an appreciation of the technical and legal niceties of the field of Planning, which combined with her excellent analytic skills would make her a highly effective member of the Planning Board. I can readily imagine that her professional experience in stormwater management would be a valuable addition to the current Planning Board skillset.

I am very pleased that Kathleen has found a way to parlay her Advisory and professional experience into another significant volunteer role in Wellesley, which is one of the expectations of those who serve on Advisory. Kathleen will be a big loss to Advisory Committee as her term ends this year, and I hope her knowledge, insight and independent voice will continue to inform Wellesley government. We are very fortunate to have someone like Kathleen eager to give more time and energy to the town, and I encourage you to select her for this important role on the Planning Board.

Thank you for your consideration,

Ann Rappaport



Board of Library Trustees

Town Meeting member (2007-)

Advisory Committee 2012-2015, Vice Chair in 2014-15, *Advisory Report* Editor 2012-2015

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**6. 892 Washington Street - Conservation Restriction Modification & Notice to Convert the Property from M.G.L. c. 61A**

There are two actions that are proposed with regard to this property, an approval of the revised Conservation Restriction, and approval to remove the property from M.G.L. Chapter 61A land.

As you are aware, earlier this year the Board approved the Conservation Restriction for this property, as did the NRC. That document then was submitted to the State for their approval. The state has completed their process, and has made a number of formatting changes to the document, as they prefer it to be in a format very similar to other restrictions they have approved. Town Counsel has reviewed the document and confirms that the changes to the document generally not substantive, however two items have been raised as concerning by the NRC. The first is that the State would like to see the width of the path leading from the house to the Charles River be expanded from three feet to six feet in width. Secondly, the State has suggested that pruning of vegetation in the vista area near the Charles River should be allowed as long as it is approved by the Town's wetlands Committee, whereas the earlier version did not allow pruning in this area at all. The NRC is scheduled to take up the document and these concerns at their meeting on Saturday the 29<sup>th</sup>, and if they approve the document at that meeting, we would suggest that the Board do the same on Monday evening. Two copies of the CR are attached for your review, the first with the markups made by the State, followed by a clean version of that document. As a result, a motion to achieve that is below.

**MOVE to approve the revised Conservation Restriction for 892 Washington Street.**

Grantor: MLFS, LLC

Grantee: The Town of Wellesley

Address of Property: Portions of 892 Washington Street, Wellesley, MA 02481

For title, see: Book 30465, Page 9 in the Norfolk County Registry of Deeds.

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### CONSERVATION RESTRICTION

MLFS, LLC, a Massachusetts limited liability company, with an address c/o James D. Sperling, Esq., Rubin and Rudman, 50 Rowes Wharf, Boston MA 02110 (changing as of September 1, 2017 to 53 State Street, Boston, MA 02109), being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants with Quitclaim covenantsCovenants, to **THE TOWN OF WELLESLEY**, a Massachusetts municipal corporation having its principal office at the Office of the Board of Selectmen of the Town of Wellesley, Town Hall, 525 Washington Street, Wellesley, Massachusetts 02481, acting by and through its Natural Resources Commission, pursuant to authority of M.G.L. Chapter 40, Section 8C, its permitted successors and assigns ("Grantee"), for One Dollar (\$1.00) consideration paid, pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction located in the Town of Wellesley, Massachusetts consisting of two (2) areas of land or portions approximately 78,940 square feet ("CR Area #1") and 65,050 square feet respectively ("CR Area #2") (collectively the "Premises") as of a 6.95 acre parcel (the "Property"), which Premises is more particularly described in **Exhibit A** incorporated herein and attached hereto.

WHEREAS, this Conservation Restriction was required pursuant to a "Host Community Agreement" dated 2017 from the Town of Wellesley, acting by and through its Board of Selectmen and the Grantor in connection with Grantor's construction of a new residence and accessory improvements on the parcel adjoining the Premises (the "Residence") Property, in the Town of Wellesley, in which Grantor has agreed to grant a perpetual Conservation Restriction with respect to the Premises; and

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

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

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

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

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

#### I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that, except as otherwise provided herein, the Premises will be maintained in its current condition in perpetuity and exclusively for conservation purposes, ~~predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values. These values (the "Conservation Values").~~

~~The Conservation Values include, without limitation, those referenced above the following:~~

- Open Space Preservation. ~~The Premises contributes to the protection of the scenic and natural character of Wellesley and the protection of the Premises will enhance the open-space value of these and nearby lands.~~
- Flood Plain Protection. ~~CR Area #2 of the Premises lies within the 100' Inner Riparian Zone along the Charles River. The protection of this Riparian Zone will ensure the continued availability of this flood storage during major storm events.~~
- Scenic Protection. ~~The Premises consists of significant scenic landscapes.~~
- Wildlife Habitat. ~~CR Area #2 fronts the Charles River and contains wooded areas not impacted by roads or development and provides wildlife habitat. Both CR Area #1 and parts of CR Area #2 contain meadows and fields providing habitats for birds and other grassland species.~~
- Water Quality Protection. ~~CR Area #2 protects 396 feet along the Charles River~~
- Upland Buffers. ~~These upland areas in the WHEREAS clauses CR Area #1 and the entire CR Area #2 will help support wetlands on the Premises.~~

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

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### A. Prohibited Acts and Uses.

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

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

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

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

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

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

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

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

(8) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises, ~~except that modification of the curb cut entrance for the Driveway in~~

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~~accordance with the Plan shall be permitted, to allow for safe entry and sight lines, entrance pillars, walls on the sides of the Driveway entry area, and a mailbox;~~

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

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

~~((11) No deicing chemicals other than calcium-based deicing chemicals shall be used on any portion of the Premises; and~~

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

#### B. Reserved Rights and Exceptions.

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

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

(2) —

(2) ~~Except as herein stated in Section IV below, the Grantee~~Driveway. Construction, maintenance, repair and the public are specifically not granted the right to pass and repass overuse of: an 18 foot wide driveway (the "Driveway") through the Premises in approximately the location shown on the "Conservation Restriction Exhibit" at 892 Washington Street, in Wellesley, Massachusetts, dated September 27, 2016, as revised through July 12, 2017 prepared by Hancock Associates, Marlborough, MA attached hereto as Exhibit B (the "Plan"). which Driveway may include any and all underground utilities and telecom wires and facilities as may be needed or desired for recreational or any other purposes. Grantor specifically reserves the servicing the planned Residence (the "Driveway").

(3) Bioretention Rain Gardens for the proper collection of excess rain water, including connecting a 6" vertical riser with beehive grate, crushed stone, and similar related facilities in the locations shown on the Plan; and

(4) Curb Cut. Modification of the curb cut entrance for the Driveway in accordance with the Plan to allow for safe entry and sight lines, entrance pillars, and a mailbox;

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(5) Dock. The right to access the Charles River for recreational purposes, including the construction, installation, and maintenance of a dock for boating or swimming purposes (provided a permit for such dock is first obtained, as may be required by law); and the right to mark, clear, and maintain a trail having a width no wider than six (6) feet in order to access said dock. There shall be no lighting or utilities associated with the trail and dock installed in the Conservation Restriction area adjacent to the Charles River;

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

(7) Vista Management. With the areas shown as permission of the Grantee and the Town Tree Warden whose permission shall not be unreasonably withheld or delayed, the minimal selective removing and pruning of trees, branches, brush, and other vegetation to maintain views of the Charles River.

(8) Agriculture. Grantor reserves the right to conduct agriculture in the existing meadows and fields (shown as non-wooded areas in the CR Area #1 shown on the Plan (the "Fields"), in"). In accordance with generally accepted agricultural practices, Grantor may conduct selective haying, mowing, planting, pruning, and weeding of the fields in order to maintain their productivity and to sustain the same as open meadows and fields. Notwithstanding anything in the foregoing to the contrary, it is acknowledged that in addition, Grantor may install, support and maintain various forms of vegetation in the Fields as Grantor may elect, including vegetable growing and fruit trees, so long as the Field area is generally otherwise sustained as open fields and is not allowed to revert to forest. Grantor agrees to consult with the Town of Wellesley arborist with respect to fruit trees planted in the Fields area and agrees to comply with the Town's organic Integrated Pest Management policy regarding all vegetation and trees in the Premises;

(9) Road Edge Area: In the wooded area along the edge of Washington Street (the "Road Edge Area"), selective removing of trees as shown on the Plan (to the extent not shown on the Plan, with the prior written approval of the Town Tree Warden as to removal of any trees being deemed compliance), and removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, and for vista management;

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(10) Apiculture. In keeping with sound apicultural practices, the installation and maintenance of bee hives.

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

(12) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious

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impact on the purposes or conservation values (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

~~(6)(13)~~ Wildlife Habitat Improvement. Measures ~~With prior written permission of the Grantee, measures~~ designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including installation and maintenance of bee hives, selective planting of fruit and native trees, shrubs and plant species ~~and, or in consultation with MA Natural Heritage and Endangered Species, alteration or restoration of rare or endangered species habitat;~~

~~(7)(14)~~ Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

~~(8)(15)~~ Trails. The marking, clearing and maintenance of footpaths and the periodic suspension of such use where required work on the Trails so necessitates. ~~Trails are to be not wider than 3 feet~~ Trails are to be not wider than 3 feet in CR Area #1 and 6 feet for the trail to the Dock in CR Area #2 as referenced in Paragraph II(B) and the construction of any new trails, shall require the prior written permission of the Grantee, which permission shall not be unreasonably withheld or delayed;

~~(9)(16)~~ Signs. The erection, maintenance and replacement of signs with respect to permitted use of the Premises, trail access (or limitations thereon), trespass, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation purposes and values ~~Conservation Values and other reserved rights;~~

~~(10)(17)~~ Utility Work. Install utilities over, on and under the Premises to serve the Residence and other land and improvements now and hereafter owned by Grantor ("Grantor's Remaining Land"), but only to Property. ~~To the extent necessary and only to possible, all such utilities shall be located within the Driveway. To the extent such utilities cannot reasonably be installed outside of the Premises or in the Driveway; and, Grantor reserves the right to trim, cutback and remove trees, vegetation and other materials to allow Grantor to effect the same; provided, however, that Grantor shall take reasonable efforts to minimize the potential extent and effect of such utility work on the Premises, and provided further that such utilities can only be installed to service the Residence improvements of Grantor; improvements on the Property, and further provided that any above ground lighting in the Premises shall occur only with the approval of the Town Planning Board pursuant to their Large House Review process;~~

~~(11)(18)~~ Fences. To erect sight pervious fences that do not impede the movement of wildlife on the perimeter of the Premises, but only if reasonably necessary to protect persons from any hazards or dangers; and

~~(19)~~ Drainage Motorized Vehicles and Other Facilities. To construct detention ponds, pipes ~~Equipment.~~ Grantor may use motorized vehicles and other drainage equipment as

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reasonably needed to exercise the right reserved in this Conservation Restriction, however such vehicles and/or soil conservation facilities equipment will not be stored on the Premises;

(12)(20) Temporary Measures. In connection with the work permitted under the Order of Conditions, Grantor shall be permitted to temporarily place construction materials and equipment and put erosion control measures in place, as are necessary to serve Grantor's Remaining Land in a manner consistent with the Plan, and then only in a manner, and in locations which does do not materially impair the purposes or conservation values of this Conservation Restriction. Conservation Values. Upon completion or discontinuance of such permitted work, Grantor shall remove all construction materials and equipment from the Premises, and Grantor shall, to the extent reasonably practicable, promptly restore the Premises to its condition prior to the exercise of such rights;

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

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

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

#### D.C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing, with a receipt, not less than 6030 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 30 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing

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that the proposed activity shall not materially impair the ~~conservation values~~ Conservation Values or the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 30 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the notice, and provided the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or the purposes of the Premises.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief.

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

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

#### B. Non-Waiver.

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

#### C. Disclaimer of Liability.

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

#### D. Acts Beyond the Grantor's Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth

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movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

#### IV. ACCESS

~~The~~The Grantee and the public shall have no right to pass and repass over the Premises for recreational or any other purposes at any time, except that Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

#### V. EXTINGUISHMENT

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

#### B. Proceeds.

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

#### C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its

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share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

#### VI. ASSIGNABILITY

##### A. Running of the Burden.

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

##### B. Execution of Instruments.

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

##### C. Running of the Benefit.

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

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

#### VII. SUBSEQUENT TRANSFERS

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

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

#### VIII. ESTOPPEL CERTIFICATES

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

#### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee or be unenforceable on that account. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

#### X. AMENDMENT

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

#### XI. EFFECTIVE DATE

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

#### XII. NOTICES

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

To Grantor: MLFS, LLC/o Rubin and Rudman LLC

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c/o Rubin and Rudman  
50 Rowes Wharf  
Boston, MA 02110  
Attn: James D. Sperling, Esquire

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

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

XIII. GENERAL PROVISIONS

A. Controlling Law.

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

B. Liberal Construction.

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

C. Severability.

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

D. Entire Agreement.

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

XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

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

B. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

C. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.

Attached hereto and incorporated herein are the following:

- (1) Signature and Acknowledgement Page for Grantor;
- (2) Signature and Acknowledgement Pages for the Natural Resources Commission acting for the Grantee;
- (3) Signature and Acknowledgement Pages for the Wellesley Board of Selectmen's Approval of the Acceptance of this Conservation Restriction Pursuant to M.G.L. Ch. 40, Sec. 8C and Approval of this Conservation Restriction Pursuant to M.G.L. Ch. 184, Sec. 32;
- (4) Signature and Acknowledgement Page for the Approval of this Conservation Restriction by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts; and
- (5) Exhibit A Describing the Premises which are subject to this Legal Description.
- (5)(6) Exhibit B The "Conservation Restriction: Exhibit" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through July 12, 2017 prepared by Hancock Associates, Marlborough, MA
- (6) Exhibit B showing Premises, Residence, Driveway, Field, Meadows, and Wooded Area

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[Signatures are on Separate Pages to Follow]

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WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_  
2016 \_\_\_\_\_, 2017.

MLFS, LLC

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 \_\_\_\_\_, 2017, before me, the  
undersigned notary public, personally appeared \_\_\_\_\_ and  
proved to me through satisfactory evidence of identification, which was a ☐ Driver's License or  
personal knowledge, to be the person whose name is signed on the preceding or attached  
document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_  
\_\_\_\_\_ Manager on behalf of MLFS, LLC.

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

\_\_\_\_\_  
My Commission Expires:

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## ACCEPTANCE OF GRANT

The above Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, was accepted by a majority of the Natural Resources Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2016. We, the undersigned, being a majority of the Natural Resources Commission of the Town of Wellesley, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, the Natural Resources Commission voted to approve and accept the foregoing Conservation Restriction from MLFS, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C).

Natural Resources Commission

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

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

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

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

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

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## COMMONWEALTH OF MASSACHUSETTS

Suffolk

Norfolk, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was a ☐ Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the **Natural Resources Commission** for The Town of Wellesley.

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Notary Public

My Commission Expires:

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APPROVAL OF GRANT

The above Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, was approved by a majority of the Board of Selectmen this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Board of Selectmen

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

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

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

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

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

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## APPROVAL OF BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of The Town of Wellesley, hereby certify that at a public meeting duly held on \_\_\_\_\_, ~~2016~~2017, the Board of Selectmen voted to approve the foregoing Conservation Restriction from MLFS, LLC to The Town of Wellesley, acting by and through its Natural Resources Commission, ~~pursuant to~~ by authority of Section 8C of Chapter 40 and pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Board of Selectmen

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

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

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

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

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

Board of Selectmen

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

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## COMMONWEALTH OF MASSACHUSETTS

Suffolk

Norfolk, ss:

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On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was a ☐ Driver's License or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of the Board of Selectmen for The Town of Wellesley.

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

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APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

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

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Dated: \_\_\_\_\_, 2017

MATTHEW A. BEATON

Secretary of Energy and Environmental Affairs

Dated: \_\_\_\_\_, 2016

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## COMMONWEALTH OF MASSACHUSETTS

Suffolk/Norfolk, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016/2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_ MATTHEW A. BEATON and proved to me through satisfactory evidence of identification, which was a [ ] Driver's License or [ ] personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the Secretary of Energy and Environmental Affairs.

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Notary Public

My Commission Expires:

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Exhibit A – Legal Description

The two areas shown as "Two Conservation Restriction Area" Areas in the western and having approximately 78,940 and 65,050 square feet, respectively as shown on a plan (the "Plan") entitled "Notice eastern sides of Intent Site Plan" at Parcel 11, Map 165, also known as 892 Washington Street, in the Town of Wellesley, Commonwealth of Massachusetts shown on the attached Exhibit Plan and described as follows:

CR Area #1

Beginning at the Southwest corner of Parcel 11,  
Running North 23°06'56" East, along Washington Street a distance of 291.86 feet,  
Thence continuing along Washington Street North 24°49'56" East, a distance of 112.73 feet,  
Thence turning and running South 65°26'20" East, a distance of 210.08 feet,  
Thence turning and running South 27°36'50" West, a distance of 405.07 feet,  
Thence turning and running North 65°26'20" West, a distance of 181.67 feet to the Point of  
Beginning;

Containing 79,725 square feet, more or less.

CR Area #2

Beginning at a point 515.36 feet South 65°26'20" East feet from the Southwest corner of Parcel 11,  
Thence continuing South 65°26'20" East, a distance of 161.75 feet to a tie-line along the Charles  
River;  
Thence turning and running along said tie-line North 58°59'52" East, a distance of 396.23 feet;  
Thence turning and running North 48°00'43" West, a distance of 140.40 feet;  
Thence turning and running North 61°39'36" West, a distance of 33.99 feet;  
Thence turning and running South 54°59'18" West, a distance of 430.35 feet to the Point of  
Beginning;  
Containing 62,870 square feet, more or less.

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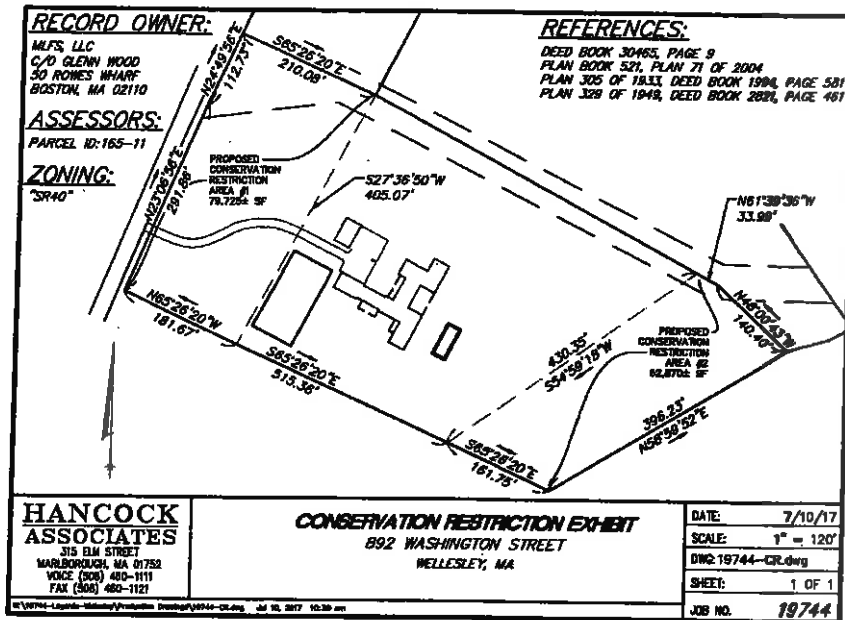


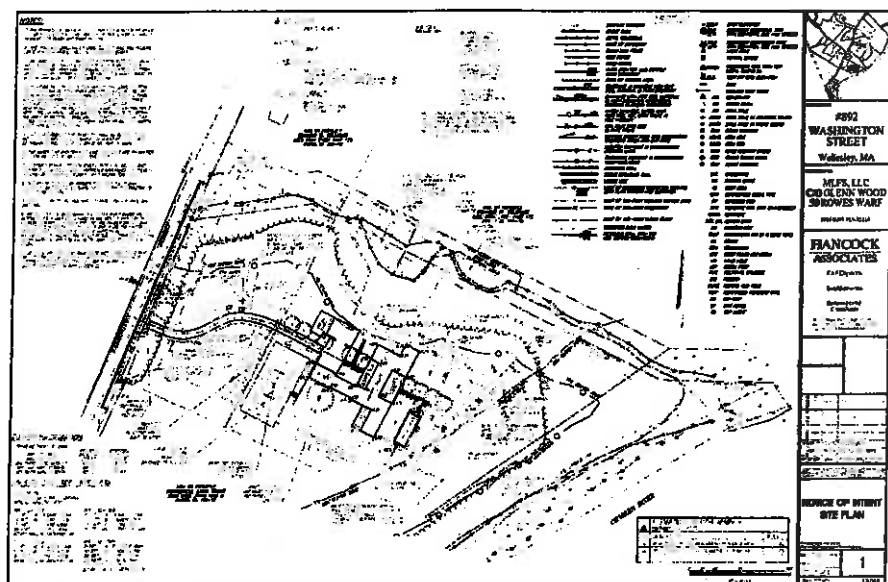
EXHIBIT B

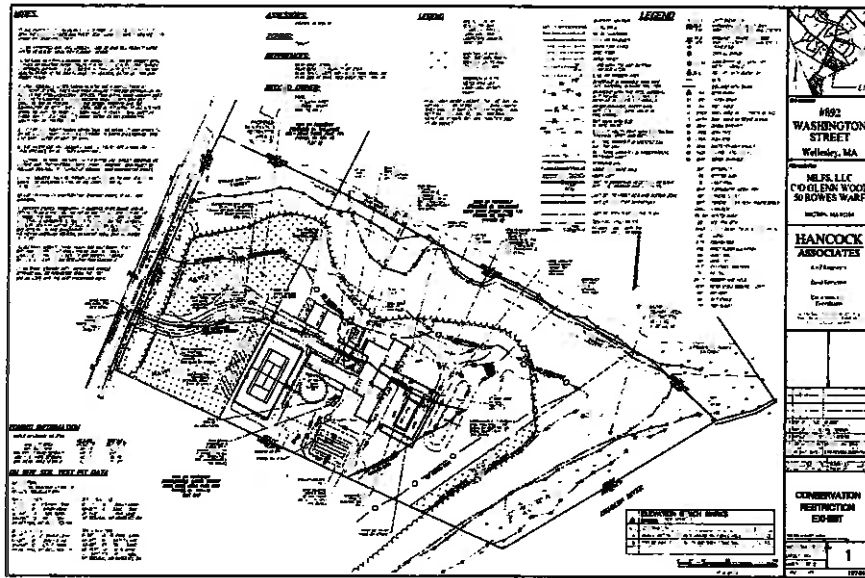
"Conservation Restriction Exhibit" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through October 27, 2017 prepared July 12, 2017 (2 sheets) prepared by Hancock Associates, Marlborough, MA, which plan (the "Plan")

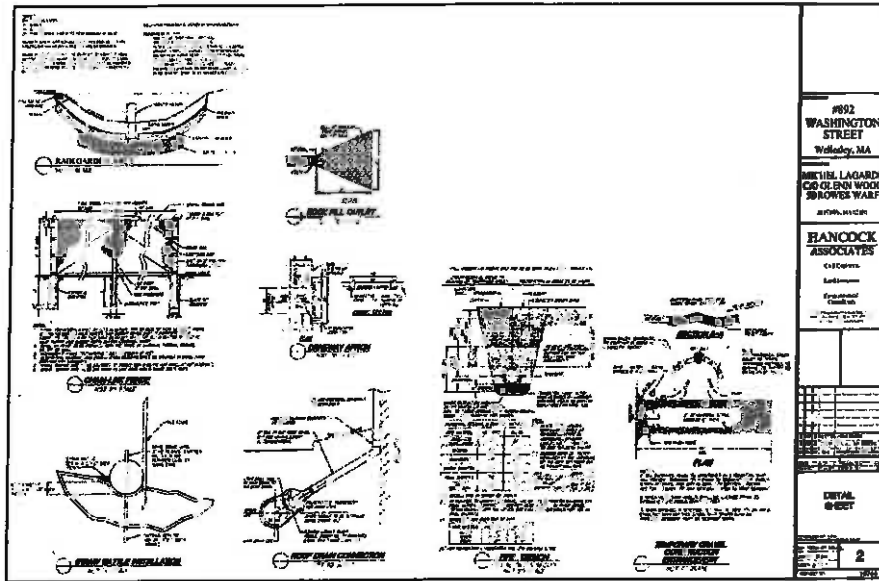
A reduced copy of the Plan is being recorded with the Norfolk County Registry of Deeds simultaneously herewith included on the following page.  
For Grantor's title to the Premises, see Deed from Raven Hill, LLC recorded herewith in the Norfolk County Registry of Deeds.

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**Grantor:** MLFS, LLC

**Grantee:** The Town of Wellesley

**Address of Property:** Portions of 892 Washington Street, Wellesley, MA 02481

**For title, see:** Book \_\_\_\_\_, Page \_\_\_\_\_ in the Norfolk County Registry of Deeds.

### CONSERVATION RESTRICTION

MLFS, LLC, a Massachusetts limited liability company with an address c/o James D. Sperling, Esq., Rubin and Rudman, 50 Rowes Wharf, Boston MA 02110 (changing as of September 1, 2017 to 53 State Street, Boston, MA 02109), being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants with Quitclaim Covenants, to **THE TOWN OF WELLESLEY**, a Massachusetts municipal corporation having its principal office at the Office of the Board of Selectmen of the Town of Wellesley, Town Hall, 525 Washington Street, Wellesley, Massachusetts 02481, acting by and through its Natural Resources Commission, by authority of M.G.L. Chapter 40, Section 8C, its permitted successors and assigns ("Grantee"), for One Dollar (\$1.00) consideration paid, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction located in the Town of Wellesley, Massachusetts consisting of two (2) portions approximately 78,940 square feet ("CR Area #1") and 65,050 square feet ("CR Area #2") (collectively the "Premises") of a 6.95 acre parcel (the "Property"), which Premises is more particularly described in Exhibit A incorporated herein and attached hereto.

WHEREAS, this Conservation Restriction was required pursuant to a "Host Community Agreement" dated \_\_\_\_\_, 2017 from the Town of Wellesley, acting by and through its Board of Selectmen and the Grantor in connection with Grantor's construction of a new residence and accessory improvements on the Property, in the Town of Wellesley, in which Grantor has agreed to grant a perpetual Conservation Restriction with respect to the Premises; and

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

#### I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that, except as otherwise provided herein, the Premises will be maintained in its current condition in perpetuity and exclusively for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (the "Conservation Values").

The Conservation Values include without limitation the following:

- Open Space Preservation. The Premises contributes to the protection of the scenic and natural character of Wellesley and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Flood Plain Protection. CR Area #2 of the Premises lies within the 100' Inner Riparian Zone along the Charles River. The protection of this Riparian Zone will ensure the continued availability of this flood storage during major storm events.
- Scenic Protection. The Premises consists of significant scenic landscapes.
- Wildlife Habitat. CR Area #2 fronts the Charles River and contains wooded areas not impacted by roads or development and provides wildlife habitat. Both CR Area #1 and parts of CR Area #2 contain meadows and fields providing habitats for birds and other grassland species.
- Water Quality Protection. CR Area #2 protects 396 feet along the Charles River
- Upland Buffers. These upland areas in CR Area #1 and the entire CR Area #2 will help support wetlands on the Premises.

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

### A. Prohibited Acts and Uses.

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

(1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

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

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

(4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;

(5) Creation of a cultivated (i.e., seeded, fertilized, and maintained) lawn or formal or cultivated gardens; Use of synthetic fertilizers, fungicides, herbicides or pesticides is prohibited; except, that organic, non-synthetic substances may be used in accordance with generally accepted agricultural practices, as may be warranted for fruit tree maintenance or vegetable growing in the area herein defined as the Fields;

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

(7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;

(8) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;

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

(10) The use of the Premises for more than limited residential recreation, or for business, residential or industrial use of the Premises;

(11) No deicing chemicals other than calcium-based deicing chemicals shall be used on any portion of the Premises; and

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

#### B. Reserved Rights and Exceptions.

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

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

(2) Driveway. Construction, maintenance, repair and use of: an 18 foot wide driveway (the "Driveway") through the Premises in approximately the location shown on the "Conservation Restriction Exhibit" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through July 12, 2017 prepared by Hancock Associates, Marlborough, MA attached hereto as Exhibit B (the "Plan"), which Driveway may include any and all

underground utilities and telecom wires and facilities as may be needed or desired for servicing the planned Residence (the "Driveway"),

(3) Bioretention Rain Gardens for the proper collection of excess rain water, including connecting a 6" vertical riser with beehive grate, crushed stone, and similar related facilities in the locations shown on the Plan; and

(4) Curb Cut. Modification of the curb cut entrance for the Driveway in accordance with the Plan to allow for safe entry and sight lines, entrance pillars, and a mailbox;

(5) Dock. The right to access the Charles River for recreational purposes, including the construction, installation, and maintenance of a dock for boating or swimming purposes (provided a permit for such dock is first obtained, as may be required by law); and the right to mark, clear, and maintain a trail having a width no wider than six (6) feet in order to access said dock. There shall be no lighting or utilities associated with the trail and dock installed in the Conservation Restriction area adjacent to the Charles River;

(6) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including fence lines and trails and meadows;

(7) Vista Management. With the permission of the Grantee and the Town Tree Warden whose permission shall not be unreasonably withheld or delayed, the minimal, selective removing and pruning of trees, branches, brush, and other vegetation to maintain views of the Charles River.

(8) Agriculture. Grantor reserves the right to conduct agriculture in the existing meadows and fields (shown as non-wooded areas in the CR Area #1 shown on the Plan (the "Fields")). In accordance with generally accepted agricultural practices, Grantor may conduct selective haying, mowing, planting, pruning, and weeding of the fields in order to maintain their productivity and to sustain the same as open meadows and fields. In addition, Grantor may install, support and maintain various forms of vegetation in the Fields as Grantor may elect, including vegetable growing and fruit trees, so long as the Field area is generally otherwise sustained as open fields and is not allowed to revert to forest. Grantor agrees to consult with the Town of Wellesley arborist with respect to fruit trees planted in the Fields area and agrees to comply with the Town's organic Integrated Pest Management policy regarding all vegetation and trees in the Premises;

(9) Road Edge Area: In the wooded area along the edge of Washington Street (the "Road Edge Area"), selective removing of trees with the prior written approval of the Town Tree Warden as to removal of any trees and removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, and for vista management;

(10) Apiculture. In keeping with sound apicultural practices, the installation and maintenance of bee hives.

- (11) Non-native or invasive species. The control or removal of non-native or invasive species (expressly including poison ivy) in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (12) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (13) Wildlife Habitat Improvement. With prior written permission of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, selective planting of native trees, shrubs and plant species, or in consultation with MA Natural Heritage and Endangered Species, alteration or restoration of rare or endangered species habitat;
- (14) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
- (15) Trails. The marking, clearing and maintenance of footpaths and the periodic suspension of such use where required work on the Trails so necessitates. Trails are to be not wider than 3 feet in CR Area #1 and 6 feet for the trail to the Dock in CR Area #2 as referenced in Paragraph II(B) and the construction of any new trails, shall require the prior written permission of the Grantee, which permission shall not be unreasonably withheld or delayed;
- (16) Signs. The erection, maintenance and replacement of signs with respect to permitted use of the Premises, trail access (or limitations thereon), trespass, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected Conservation Values and other reserved rights;
- (17) Utility Work. Install utilities over, on and under the Premises to serve the Property. To the extent possible, all such utilities shall be located within the Driveway. To the extent such utilities cannot reasonably be installed outside of the Premises or in the Driveway, Grantor reserves the right to trim, cutback and remove trees, vegetation and other materials to allow Grantor to effect the same; provided however, that Grantor shall take reasonable efforts to minimize the potential extent and effect of such utility work on the Premises, and provided further that such utilities can only be installed to service improvements on the Property, and further provided that any above ground lighting in the Premises shall occur only with the approval of the Town Planning Board pursuant to their Large House Review process;
- (18) Fences. To erect sight pervious fences that do not impede the movement of wildlife on the perimeter of the Premises, but only if reasonably necessary to protect persons from any hazards or dangers;



(19) Motorized Vehicles and Equipment. Grantor may use motorized vehicles and equipment as reasonably needed to exercise the rights reserved in this Conservation Restriction, however such vehicles and equipment will not be stored on the Premises;

(20) Temporary Measures. In connection with the work permitted under the Order of Conditions, Grantor shall be permitted to temporarily place construction materials and equipment and put erosion control measures in place, as are necessary, and in locations which do not materially impair the Conservation Values. Upon completion or discontinuance of such permitted work, Grantor shall remove all construction materials and equipment from the Premises, and Grantor shall, to the extent reasonably practicable, promptly restore the Premises to its condition prior to the exercise of such rights;

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

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

#### C. Notice and Approval.

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing, not less than 30 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 30 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the Conservation Values or the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 30 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the notice, and provided the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or the purposes of the Premises.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their

condition prior to the time of the injury complained of (it being agreed that the Grantee will have no other adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations, provided Grantor ceases objectionable actions, and Grantee determines there is no ongoing diminution of the conservation values or purposes of this Conservation Restriction. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

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

B. Non-Waiver.

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

C. Disclaimer of Liability.

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

D. Acts Beyond the Grantor's Control.

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

IV. ACCESS

The Grantee and the public shall have no right to pass and repass over the Premises for recreational or any other purposes at any time, except that Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

## V. EXTINGUISHMENT

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

### B. Proceeds.

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

### C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. ASSIGNABILITY

### A. Running of the Burden.

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

### B. Execution of Instruments.

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the

Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

#### C. Running of the Benefit.

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

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

#### VII. SUBSEQUENT TRANSFERS

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

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

#### VIII. ESTOPPEL CERTIFICATES

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

#### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee or be unenforceable on that account. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## X. AMENDMENT

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

## XI. EFFECTIVE DATE

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

## XII. NOTICES

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

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

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

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

## XIII. GENERAL PROVISIONS

A. Controlling Law.

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

B. Liberal Construction.

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

C. Severability.

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

D. Entire Agreement.

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

#### XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

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

B. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

C. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.

Attached hereto and incorporated herein are the following:

- (1) Signature and Acknowledgement Page for Grantor;
- (2) Signature and Acknowledgement Pages for the Grantee;
- (3) Signature and Acknowledgement Pages for the Wellesley Board of Selectmen's and Approval
- (4) Signature and Acknowledgement Page for the Approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts; and
- (5) Exhibit A - Legal Description.
- (6) Exhibit B The "Conservation Restriction Exhibit" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through July 12, 2017 prepared by Hancock Associates, Marlborough, MA

[Signatures are on Separate Pages to Follow]

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

MLFS, LLC

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

Name:

Title:

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

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss:

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

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

My Commission Expires:



## ACCEPTANCE OF GRANT

We, the undersigned, being a majority of the Natural Resources Commission of the Town of Wellesley, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, the Natural Resources Commission voted to approve and accept the foregoing Conservation Restriction from MLFS, LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C).

Natural Resources Commission

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

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

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

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

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

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

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

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

My Commission Expires:

## APPROVAL OF BOARD OF SELECTMEN

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

Board of Selectmen

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

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

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

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

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

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

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

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

My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

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

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
MATTHEW A. BEATON

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

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

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

My Commission Expires:

Exhibit A – Legal Description

Two Conservation Restriction Areas in the western and eastern sides of Parcel 11, Map 165, also known as 892 Washington Street in the Town of Wellesley, Commonwealth of Massachusetts shown on the attached Exhibit Plan and described as follows:

## CR Area #1

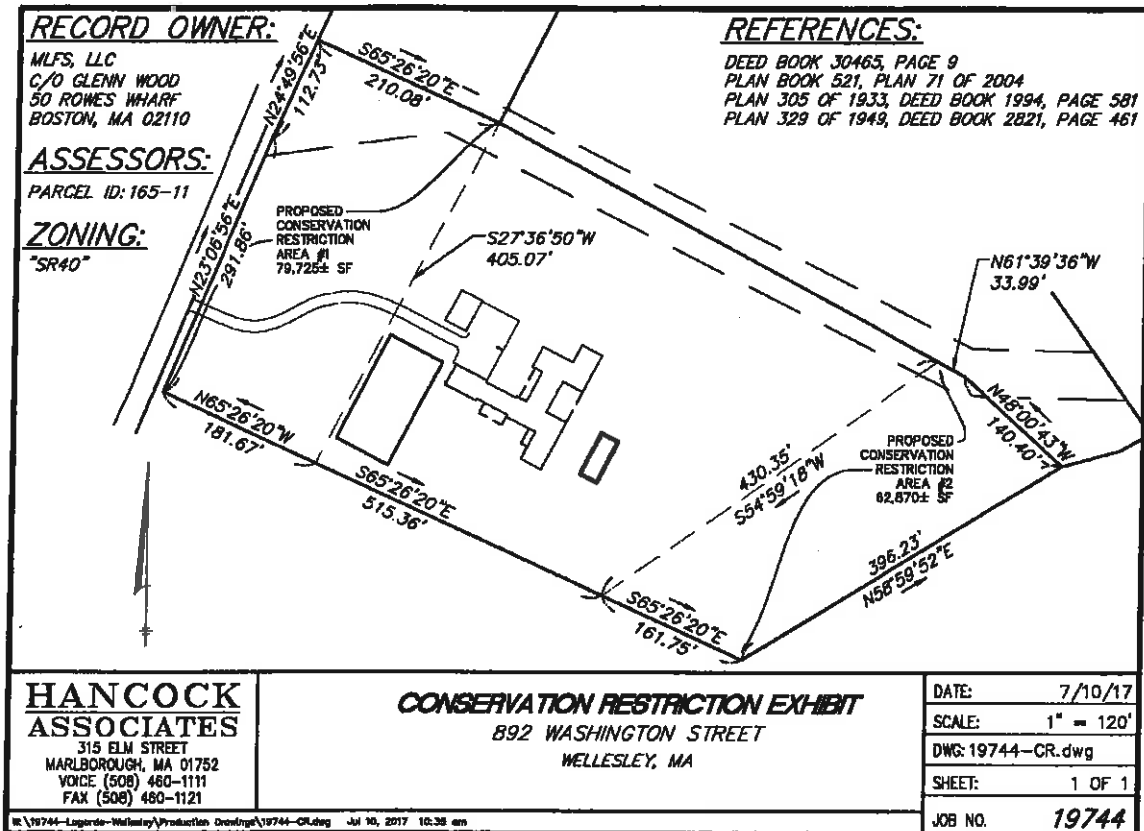
Beginning at the Southwest corner of Parcel 11;  
Running North 23°06'56" East, along Washington Street a distance of 291.86 feet;  
Thence continuing along Washington Street North 24°49'56" East, a distance of 112.73 feet;  
Thence turning and running South 65°26'20" East, a distance of 210.08 feet;  
Thence turning and running South 27°36'50" West, a distance of 405.07 feet;  
Thence turning and running North 65°26'20" West, a distance of 181.67 feet to the Point of Beginning;

Containing 79,725 square feet, more or less.

## CR Area #2

Beginning at a point 515.36 feet South 65°26'20" East feet from the Southwest corner of Parcel 11;  
Thence continuing South 65°26'20" East, a distance of 161.75 feet to a tie-line along the Charles River;  
Thence turning and running along said tie-line North 58°59'52" East, a distance of 396.23 feet;  
Thence turning and running North 48°00'43" West, a distance of 140.40 feet;  
Thence turning and running North 61°39'36" West, a distance of 33.99 feet;  
Thence turning and running South 54°59'18" West, a distance of 430.35 feet to the Point of Beginning;

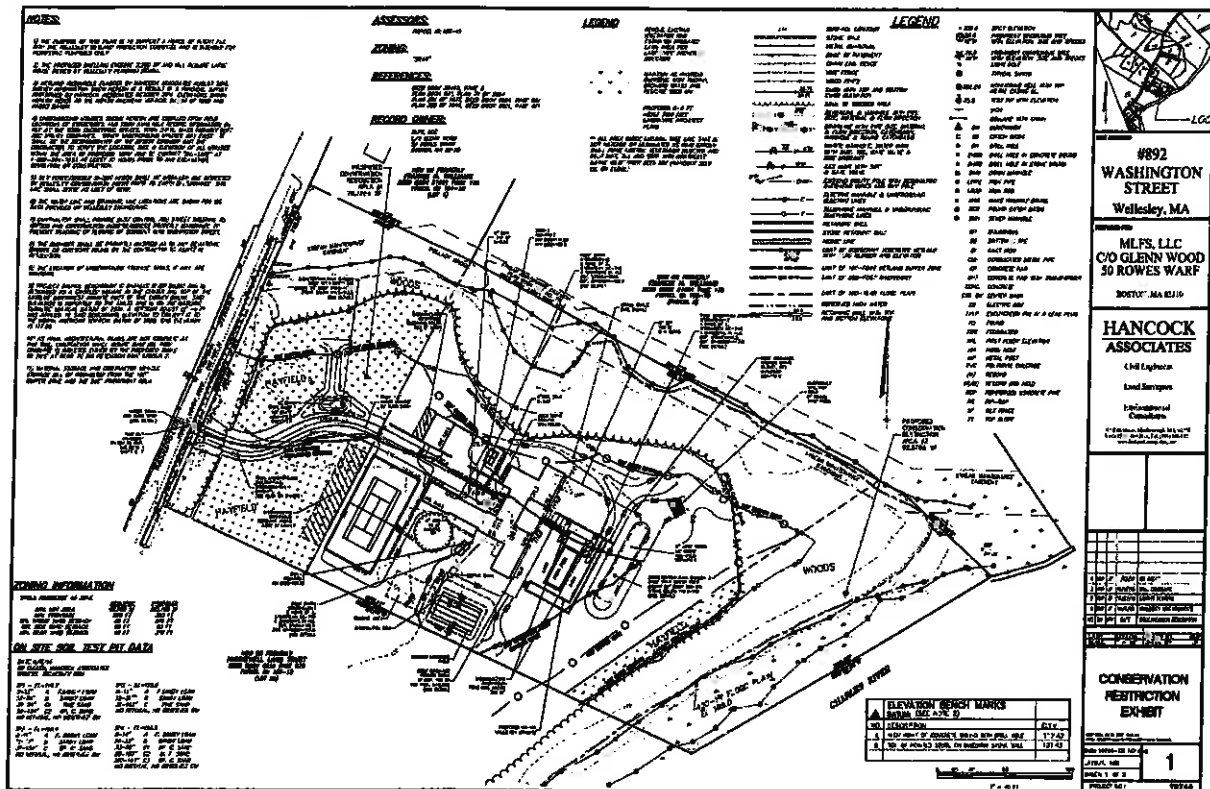
Containing 62,870 square feet, more or less.

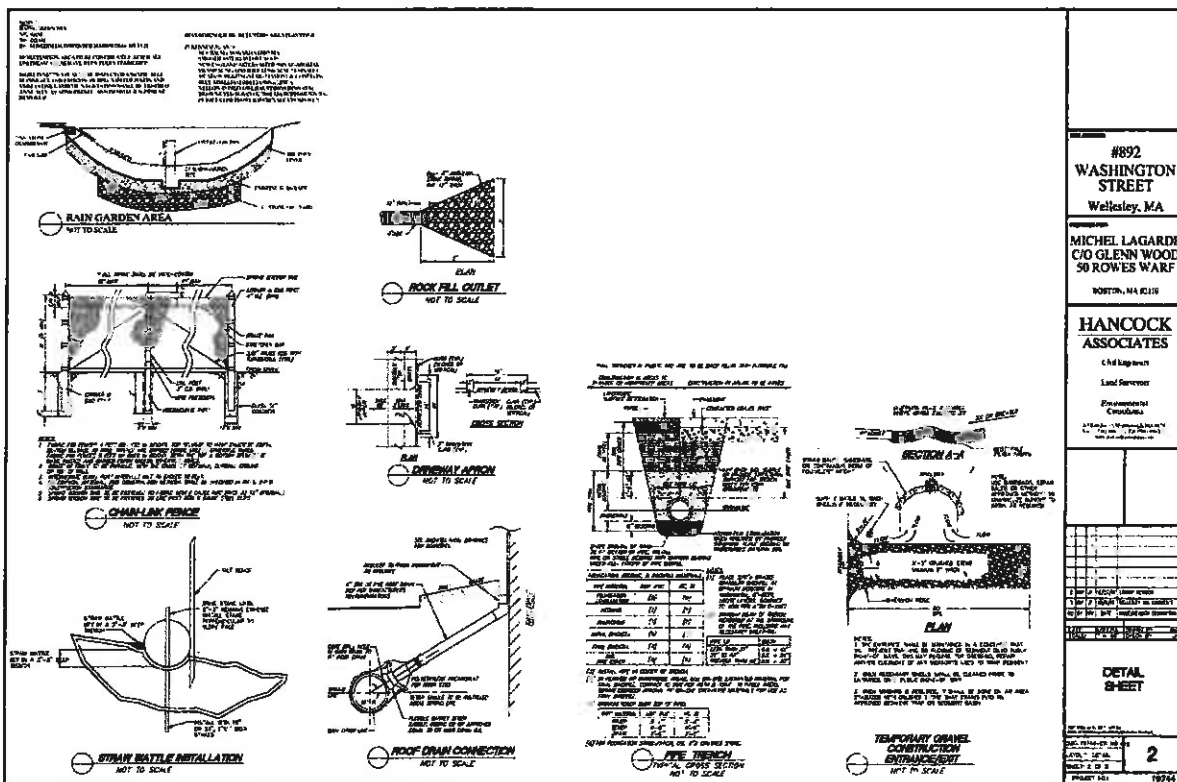


## EXHIBIT B

"Conservation Restriction Exhibit" at 892 Washington Street, in Wellesley, Massachusetts", dated September 27, 2016, as revised through July 12, 2017 (2 sheets) prepared by Hancock Associates, Marlborough, MA (the "Plan")

A reduced copy of the Plan is included on the following page.







Second, a final step in this process is to take action on a request by the property owner to convert the land to a residential use and remove it from preferential tax treatment under M.G.L. c. 61A. This notice has been provided to Town Counsel for his review, and included in your packet is a letter from him indicating that this notice is sufficient and the Board is within its purview to approve this request. Thus Town Counsel recommends that the Board execute the enclosed Notice of Non-exercise of First Refusal Option under Chapter 61A. The documents related to this item are:

- Notice of Intent to Convert 892 Washington Street (certified mail)
- Letter from Town Counsel providing Advice on this matter
- Background information on the requirements of a Notice to Convert
- Notice of Non-exercise of First Refusal Option under Chapter 61A

**MOVE** to execute a Notice of Non-exercise of First Refusal Option under Chapter 61A for 892 Washington Street



50 ROWES WHARF | BOSTON, MA 02110 | P: 617-330-7000  
800 CONNECTICUT AVENUE NW | WASHINGTON, DC 20006 | P: 202-794-6300  
99 WILLOW STREET | YARMOUTHPORT, MA 02675 | P: 508-362-6262

James D. Sperling  
Direct Dial: 617-330-7116  
E-mail: JSperling@rubinrudman.com  
Return Address: Boston

July 19, 2017

**VIA CERTIFIED MAIL – R/R/R**

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

**VIA CERTIFIED MAIL – R/R/R**

NRC  
Town of Wellesley  
Town Hall  
525 Washington Street  
Wellesley, MA 02482

**VIA CERTIFIED MAIL – R/R/R**

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

**VIA CERTIFIED MAIL – R/R/R**

Assessors  
Town of Wellesley  
Town Hall  
525 Washington Street  
Wellesley, MA 02482

Re: **892 Washington Street, Wellesley, MA**


Dear Sir or Madam:

Notice is hereby given that the properties consisting of approximately 6.95 acres located at Parcel 165-11 on the Wellesley Assessors Maps, commonly known as 892 Washington Street in Wellesley, MA (the "Property"), has been sold and is being withdrawn from preferential tax treatment under c. 61A. The Property is shown on the attached plan and is subject to a Right of First Offer under MGL c. 61A. The purchaser of the land is MLFS, LLC with an address of c/o Rubin and Rudman, 50 Rowes Wharf, Boston, MA 02110, Attn: James D. Sperling, Esq. A single family residence will be constructed on the Property with portions of the Property subject to a Conservation Restriction for the benefit of the Town.

The Property is also the subject of a Host Community Agreement (the "HCA") whereby the Town has agreed to waive its Right of First Offer to purchase the Property pursuant to c. 61A by providing a Waiver of such Right of First Offer in exchange for the Conservation Restriction and the other agreements contained in said HCA.

Board of Selectmen  
NRC  
Planning Board  
Assessors  
Town of Wellesley  
July 19, 2017  
Page 2

Very truly yours,



James D. Sperling

JDS:af1

Attachment

cc: Thomas J. Harrington, Esquire (**letter only**)  
Michel Lagarde (**letter only**)  
Glenn Wood, Esquire (**letter only**)

**RECORD OWNER:**

MLFS, LLC  
C/O GLENN WOOD  
50 ROWES WHARF  
BOSTON, MA 02110

**ASSESSORS:**

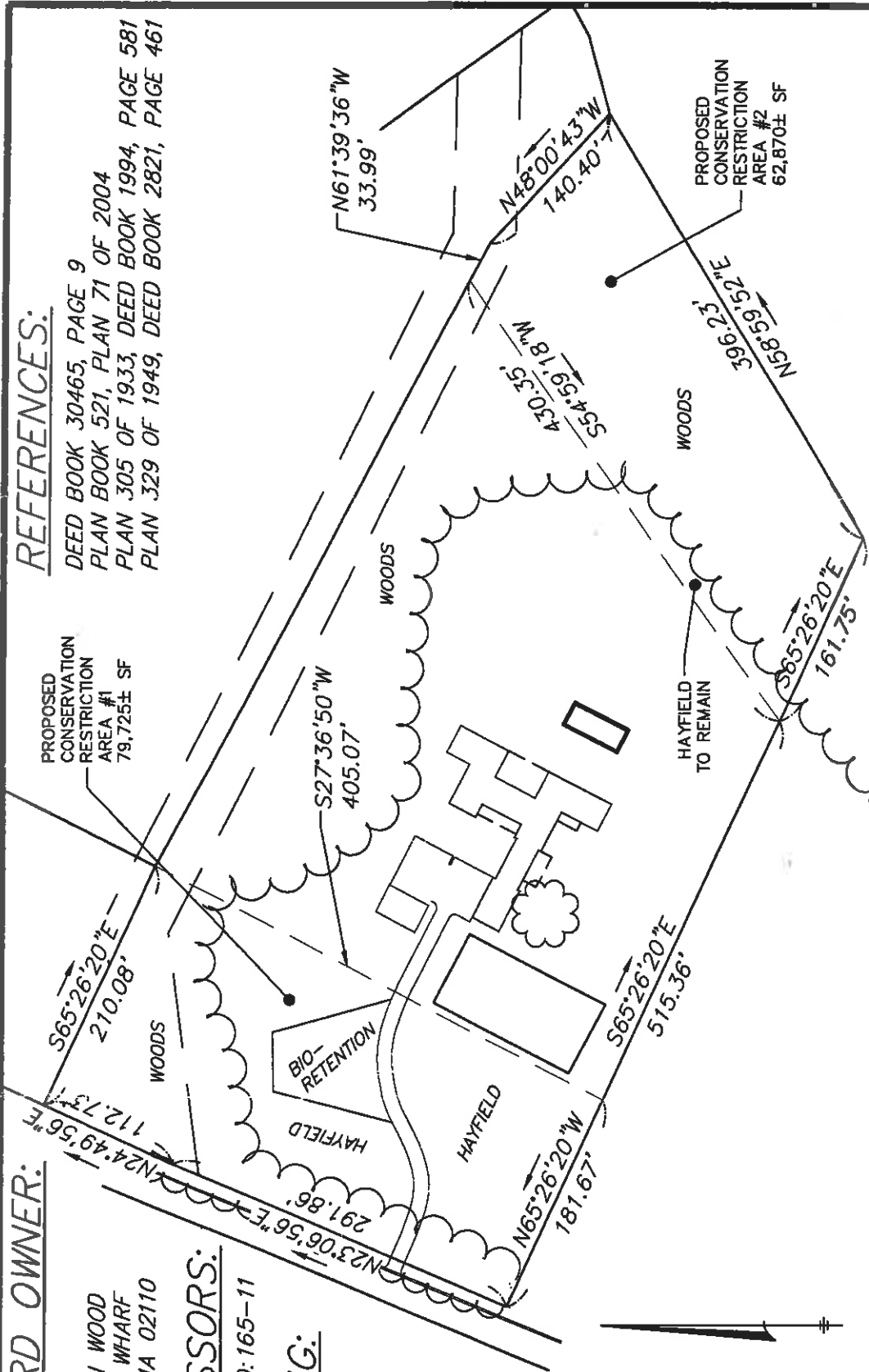
PARCEL ID: 165-11

**ZONING:**

"SR40"

**REFERENCES:**

DEED BOOK 30465, PAGE 9  
PLAN BOOK 521, PLAN 71 OF 2004  
PLAN 305 OF 1933, DEED BOOK 1994, PAGE 581  
PLAN 329 OF 1949, DEED BOOK 2821, PAGE 461


**HANCOCK  
ASSOCIATES**

315 ELM STREET  
MARLBOROUGH, MA 01752  
VOICE (508) 460-1111  
FAX (508) 460-1121

**CONSERVATION RESTRICTION EXHIBIT**  
 892 WASHINGTON STREET  
 WELLESLEY, MA

DATE: 7/10/17

SCALE: 1" = 120'

DWG: 19744-CR.dwg

SHEET: 1 OF 1

JOB NO. 19744

# Miyares and Harrington LLP

A private law firm in the public interest

J. Raymond Miyares  
Thomas J. Harrington  
Christopher H. Heep  
Donna M. Brewer  
Jennie M. Merrill

Rebekah Lacey  
Ivria Glass Fried  
Eric Reustle  
Blake M. Mensing

July 27, 2017

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

**Re: Notice of Intent to Convert  
892 Washington Street**

Dear Blythe:

As requested, I have reviewed the Notice of Intent to Convert 892 Washington Street (the "Notice"), dated July 19, 2017, sent by certified mail to the Town by Attorney James D. Sperling on behalf of the property owner MLFS, LLC, and received by the Town on July 24, 2017. The owner intends to convert the land to residential use. It is my opinion that the Board of Selectmen may consider the Notice to be legally sufficient.

For a Notice of Intent to Convert the land to another use, in this case to a residential use, the Notice must contain:

1. A statement of intent to convert;
2. A statement of the proposed use of the land;
3. The location and acreage of the land as shown on the Town's assessors' map;
4. Any additional agreements affecting the land (in this case the Host Community Agreement (HCA) with the Town);
5. The name and address of the landowner's attorney.

It is my opinion that the subject Notice contains each of the components listed, is legally sufficient, and has triggered the Town's right of first refusal.

Finally, because this property is subject to the HCA mentioned above, I have attached a Notice of non-exercise. The Town agreed to waive its right of first refusal in exchange for a conservation restriction and other restrictions associated with the single-family house to be constructed.

Please let me know if you have any additional questions or concerns.

Sincerely,



Thomas J. Harrington

**OFFICE OF THE  
BOARD OF SELECTMEN**  
525 Washington Street  
Wellesley, MA 02482

**NOTICE OF NON-EXERCISE OF FIRST REFUSAL OPTION  
UNDER CHAPTER 61A**

The undersigned, being members of the Board of Selectmen of the Town of Wellesley, having been notified pursuant to *M.G.L. Chapter 61A, §14*, by MLFS, LLC, c/o Rubin and Rudman, 50 Rowes Wharf, Boston, MA 02110, Attn: James D. Sperling, Esq., of its intention to convert 6.95 acres of land at 892 Washington Street, 6.95 acres of which is designated as Agricultural land under *M.G.L. c.61A*, further described in a deed recorded at Norfolk Registry of Deeds in Book 35230, Page 219, and shown on the plan recorded with the Norfolk Registry of Deeds in Plan Book: 521, Page 71, and of the right of the Town of Wellesley to exercise a first refusal option to purchase said property, hereby notify MLFS, LLC that the option of the Town of Wellesley will not be exercised.

---

Ellen F. Gibbs, Chair

---

Jack Morgan, Vice Chair

---

Marjorie R. Freiman, Secretary

---

Beth Sullivan Woods

---

Thomas H. Ulfelder

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County, ss.

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2017, before me, the undersigned Notary Public, personally appeared the above-named Ellen F. Gibbs, Jack Morgan, Marjorie Freiman, Beth Sullivan Woods, and Thomas Ulfelder as members of the Wellesley Board of Selectmen, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

---

Notary Public

My Commission Expires:

## **Notice and Right of First Refusal**

9/28/2007

( after c.394, Acts of 2006)

**c. 394** makes significant changes to the "first refusal option" that applies when a landowner decides to sell classified land for a residential, commercial or industrial use, or convert it to such a use, and makes the option provision uniform in all three chapters. It extends the operation of the first refusal option for one full tax year after a property is removed from classification. Currently, it only applies while the property is classified. This protects the municipality's opportunity for acquisition in the event the landowner removes the land from classification and immediately decides to develop the land. It also spells out in greater detail than in current law the notices required, the definition of a bona fide offer and the appraisal procedures that apply in cases of conversion.

**Extension of option period.** Prior to the changes made by c.394, the first refusal option (or option to purchase in the case of a conversion) applied to sales for (or conversions to) residential, industrial or commercial use to occur in a fiscal year while the land is classified in the c. 61-61A-61B program. (If the sale or conversion was to occur during a fiscal year when the land was not so classified, the option provisions would not be operative.) The option provisions of each chapter now provide that the notice requirements and option provisions will remain in effect if a sale or conversion as described above is to occur "within one year after" the time when the property was classified and taxed under c. 61. As a practical matter, this means until June 30 of the fiscal year subsequent to the last year in which the property was classified and taxed under c.61-61A-61B, because June 30 of the year of classification will be the last day the property was taxed under the program. (and June 30 of the next fiscal year will be the last within 1 year)

**Notice and option provisions amended.** Several of the features of the new option provisions, in addition to the 1 year extension referenced above, include the following.

**Notice of intent to sell must now include:**

- A statement of intent to sell
- A statement of the proposed use of the land
- A description of the location and acreage of the land as shown on a map drawn at the scale of the assessors map in the city or town where the land is situated
- Specification of the name, address and telephone number of the landowner
- A certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as now defined in c.61, §8.
- Additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

**Bona fide offer** to purchase means a good faith offer, not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use or the potential for, or the potential extent of development of the property for industrial or commercial use, made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.



**Notice of intent to convert must include:**

- A statement of intent to convert
- A statement of the proposed use of the land
- A description of the location and acreage of the land as shown on a map drawn at the scale of the assessors map in the city or town where the land is situated
- Specification of the name, address and telephone number of the landowner, and the landowner's attorney, if any.

**Notice delivery:**

A notice of intent to sell or convert shall be sent by certified mail or be hand delivered to the mayor and city council of a city, or the board of selectmen of a town, the board of assessors, the planning board, the conservation commission and to the state forester.

Specific mailing provisions included.

**Deficient notice:**

If a notice of intent does not include all required information, the city or town must notify the landowner within 30 days after receipt of noncompliance.

**Exercise time period:**

In the case of intended sale, and upon receipt of a notice that complies with the requirements of the statute, a city or town has 120 days from the date of the notice's deposit in the US mail to exercise its first refusal option to meet a bona fide offer.

In the case of a conversion not involving a sale, the municipality has an option to purchase the land at full and fair market value to be determined by impartial appraisal. This appraisal must be performed by a certified appraiser and be paid for by the municipality. This appraisal must be delivered to the landowner within 30 days after the notice to the city or town. If dissatisfied with the original appraisal, the landowner may contract for a second appraisal at the landowner's expense, which must be completed within 60 days after the delivery of the notice to convert. If there is still no agreement, parties may make arrangements for a third appraisal to be completed within 90 days of the notice. Upon an agreement, the city or town will then have 120 days to exercise its option. "During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to any party."

**Manner of exercise:**

Prior to exercising its option, a municipality must hold a public hearing in accordance with G.L. c. 39, §23B. Thereafter, the city or town may exercise its option by written notice signed by the mayor or board of selectmen. The notice must be mailed by certified mail to the landowner at the address specified in the notice of intent, and the notice of exercise must also be recorded at the registry of deeds and contain the name of the owner of the land and a description of the premises. The notice to landowner must include a proposed purchase and sale agreement, and if executed, shall be fulfilled within 90 days.

**Assignment:**

At a public hearing, the city or town may assign its option to a nonprofit conservation organization, the commonwealth, or another political subdivision. 70% of the land must be retained as natural.

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**8. Common Victualler Modification – Thirst Juice Company, 41 Grove Street**

Thirst Juice has been open for approximately one year in the Belclare Building on Grove Street. Their initial license from the Town was for a takeout operation. They are requesting approval from the Board to modify that license to allow them to also have seats in the establishment – by adding three tables and eight seats. A copy of the application and modified floor plan showing the seating is included in your packet.

**MOVE** to approve a change of use the Common Victualler license for Thirst Juice to add seating for eight persons.

TOWN OF WELLESLEY



MASSACHUSETTS

## COMMON VICTUALLER LICENSE APPLICATION

Date Applied:	Date Approved:	Date Issued:
---------------	----------------	--------------

Office Use Only	Fees Paid:	Tax Cert:	Resumes:	T&P Info:	Plan:	Interview:
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The undersigned hereby applies for a Common Victualler License in accordance with the provisions of Massachusetts General Law 140, Section 2.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: Heather L. Stevenson Date: July 6, 2017

✓ D.O.B: 8/30/84 S.S.N: 030-72-1947 Dr. Lic #: 568955912 Fed. ID #: 47-4720334

Business Address: 41 Grove Street, Wellesley, MA 02482

Home Address: 453 Washington St, Apt. 9D, Boston, MA 02111

Business Telephone: 857 233-4535 Home Telephone: 617 645 2382

Name & Location of Establishment: Thirst Juice Co., 41 Grove St, Wellesley, MA 02482

Applying for: Common Victualler License only ☒ Common Victualler & Liquor License ☐

Common Victualler & Wine & Malt ☐

Enclose Copy of Floor Plan

Size of Floor Space (square feet.): 774 Number of Seats: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

CHECK ONE (If you are unsure ask the Building Department)

No Change of Use: ☒ Partial Change of Use: ☐ Full Change of Use: ☐ New Use: ☐

(See attached details regarding Required Traffic & Parking Information.)

PLAN REVIEW AND/OR PRELIMINARY APPROVAL (Required Before Common Victualler License will be Approved)

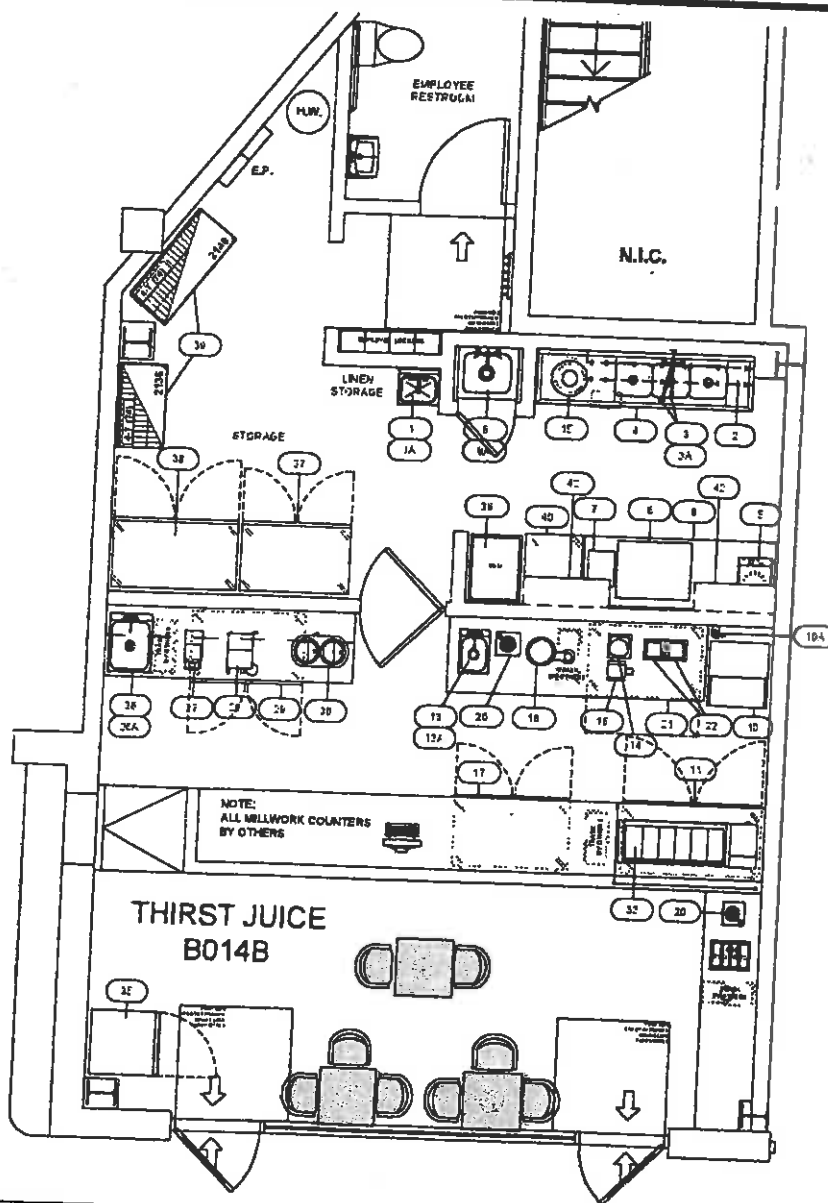
Reviewing Department	Signature of Approving Authority	Date of Plan Review/Approval
Building Department:		
Health Department:		
Fire Department:		
Design Review:		

**COMMON VICTUALLER LICENSE APPLICATION (continued)**What will be the hours of operation? 7AM to 7PMTime(s) of Peak Customer Activity 7:30 to 8:30 AM, 12 to 2PMEst. Number of Customers at Peak Time(s): 15-20hr Est. Number of Employees at Peak Time(s): 3What provisions have been made for trash removal? daily pickup by Zaccaro truckingHow much parking is needed? limited, primarily a takeaway service and only 8 chairs proposed to be addedHow will parking be provided? on street and in Cameron St. lot, employees who drive must park in Cameron St. lot.What are delivery times? 8AM to 10AM

I the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature: [Signature] Printed Name: Heather Stevenson Date: July 17, 2017*Note: No Common Victualler License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no CVL will be issued until all required inspections have been conducted, permits granted, and final approvals given.***FOR OFFICE USE ONLY****FINAL PERMITS/APPROVALS GRANTED (Required Before CVL will be Issued)**

Approving Department	Yes	No	If "No," Reason Why	Date of Final Approval
Building Department:				
Health Department:				
Fire Department:				
Design Review:				



NTRACT.  
IES PRIOR

FOODSERVICE EQU  
SCALE: 1/4" = 1' - 0"

### **9. Cochituate Aqueduct Lease Renewals**

Included in your packet is a memo from Terry Connolly outlining the process we have undertaken to recommend new lease agreements for three of the parcels of land owned by the Town along the Cochituate aqueduct. There are a total of six parcels, one of which has a longer term and does not need to be addressed now, two for which there are questions about whether the Town is actually the legal owner (and being reviewed by Town Counsel)\*, and the remaining three for which we recommend action to award them. This year, for the first time, we have exercised the Town's authority to charge property taxes for the parcels, as they will not be used in a tax exempt manner by the proposers. The result of this change is that the overall income from the three parcels will go up by just over \$20,000 per year.

**MOVE** to award a 5-year land lease for the parcel located at 5 State Street to Captain Marden's Seafood's, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

**MOVE** to award a 5-year land lease for the parcel located at 360-366 Washington Street to Haynes Management, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

**MOVE** to award a 5-year land lease for the parcel located at 956 Worcester Street to Jarvis Appliance, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.

\*a question was raised in the RFP process about the amount of taxes that would be assessed. In reviewing the assessor's map, it appeared that for these two parcels they had been joined at some point with land owned by the proposers, and if so the town would not own them or be able to rent them. It may be that the maps are an incorrect interpretation of the deeds, and Town Counsel is checking to confirm this.

TOWN OF WELLESLEY



MASSACHUSETTS

**BOARD OF SELECTMEN**

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

ELLEN F. GIBBS, CHAIR  
 JACK MORGAN, VICE CHAIR  
 MARJORIE R. FREIMAN, SECRETARY  
 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: July 26, 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 and one non-aqueduct parcel for parking. A list of the parcels with the 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	5 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	956 Worcester (non aqueduct)	8/31/17	3,897.6	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. New appraisals were prepared and those values were included in the Requests for Proposals distributed in June. During the RFP period, questions arose about the ownership of the aqueduct parcels at 342 Washington Street (#3) and 346-356 Washington Street (#5). Town Counsel is reviewing this to confirm the Town's ownership prior to asking the Board to award the leases. We are recommending action on the other three parcels (#2, #4, #6)

Property Taxes



At the request of the Chief Assessor, pursuant to MGL c.59 §2B, the responsibility for payment of property tax by the lessee is included in the RFP for the first time. A table showing the proposed annual rent for the first 5-year term, estimated property tax for FY18, and total year 1 payment is below. This assumes an estimated tax rate of \$12.00 per \$1,000 of assessed value,

which was provided by Donna McCabe, Chief Assessor. Both the assessed value and tax rate are preliminary.

#	Parcel Location	Current Annual Rent	Assessed Value	FY18 Tax Bill (est.)	Proposed Annual Rent (Term 1)	Submitted Annual Rent (Term 1)	Fy18 Total Payment (est.)	Total Increase
2	State Street Lot	\$20,333	\$364,000	\$4,368	\$23,525	\$20,308	\$24,676	\$4,343
4	360-366 Washington	\$19,895	\$431,000	\$5,172	\$26,420	\$26,420	\$31,592	\$11,697
6	956 Worcester (non aqueduct)	\$9,744	\$163,000	\$1,956	\$11,402	\$11,402	\$13,358	\$3,614

#### Proposed Escalation Details

The RFP included using Consumer Price Index (CPI) to determine the rent payment adjustment for the extension term (years 6-10). An example using Northeast urban CPI for an extension term starting January 2017, results with an increase of 5.75%. This escalation calculation was included in the RFP. This would be a one-time rent adjustment for the entire extension term.

#### Lease Process

The process for leasing town owned land per MGL Ch. 30B requires use of the Request for Proposal Process (RFP) process. We received a single proposal for each parcel. The proposed annual rent was obtained from the Town's appraisal, completed in 2017. Submissions for 360-366 Washington Street (#4) and 956 Worcester Street (#6) incorporated the annual rent and property tax payment proposed in the RFP. The proposal for State Street lot was submitted with a bid lower than the proposed annual rent to offset payment of property tax. We are recommending the Board award a 5-year lease with a potential 5-year extension term for the following parcels:

- #2 5 State Street (Lot)
- #4 360-366 Washington Street
- #6 956 Worcester Street

As shown above, the new annual rent and the inclusion of property tax will increase payments to the Town by a total of \$19,654 for these 3 parcels in year 1.

### Next Steps

There are no substantive changes to the lease being proposed in any of the submittals. We will return with final lease for the board to sign after lease is signed by lessee.

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

Thank you.

### **Proposed Motions**

**To award a 5-year land lease for the parcel located at 5 State Street to Captain Marden's Seafoods, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.**

**To award a 5-year land lease for the parcel located at 360-366 Washington Street to Haynes Management, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.**

**To award a 5-year land lease for the parcel located at 956 Worcester Street to Jarvis Appliance, Inc. in accordance with the Request for Proposals dated, June 14, 2017 and their submittal dated July 24, 2017. Said lease to commence September 1, 2017. And to authorize staff to submit required notices and disclosure to the Central Register and DCAMM.**

**10. School Building Committee Update**

The SBC met last night (Thursday) and reviewed the draft RFP. They made some changes to it based upon comments by the members, and a new draft is in process. Jack Morgan will give the Board an update on this topic Monday night, and should the new draft be available by then we will distribute it. The committee expects to stay on track with their schedule for the RFP to be advertised on August 16<sup>th</sup> after it has had a final review and approval by the SBC, School Committee and this board.

**NO MOTION**

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**11. 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 MAPC – Municipal Elections for the Boston Region Metropolitan Planning Organization
- ❖ Parking Meter Collections Report – FY17 Wellesley Dental Group – 20 Year Anniversary Invitation
- ❖ MMA Newsletter



### **MBTA Advisory Board**

177 Tremont Street, Boston, MA 02111

Tel: (617) 426-6054 Fax: (617) 451-2054

July 20, 2017

TO: Chief Elected Officials  
 FR: Paul Regan, Executive Director, MBTA Advisory Board  
 Marc Draisen, Executive Director, Metropolitan Area Planning Council  
 RE: **Municipal Elections to the Boston Region Metropolitan Planning Organization**

#### ***IMPORTANT DATES:***

- **Nomination Papers Due – Friday, September 29, 2017, at 5:00 PM, to MAPC;**
- **Election – MAPC Fall Council Meeting Wednesday October 25, 2017 at the Quincy Marriott, 1000 Marriott Dr, Quincy, MA 02169**

We are pleased to forward a copy of the election procedures for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). The MPO decision-making board is responsible for planning and programming federal financial resources for a multi-modal transportation system for the 101 municipalities in the Boston metropolitan region. (An overview of MPO member responsibilities is included as Attachment C of the Official Notice of Elections.)

There are four seats on the MPO up for election: the MPO seat currently held by the City of Everett representing the 23 cities in the region, the seat currently held by the Town of Lexington representing the 78 Towns in the region, the seat currently held by the City of Beverly representing the North Shore Task Force (NSTF) sub-region, and the seat currently held by the Town of Medway representing the South West Advisory Planning Committee (SWAP) sub-region.

**Any city in the region may run for the open City seat and any town in the region may run for the open Town seat, while only municipalities from either the NSTF or SWAP sub-regions may seek nominations to run for those respective open sub-regional seats.**

The MPO has 22 voting members, which currently include representatives from the following:

#### State Agencies and Authorities

Massachusetts Department of Transportation (MassDOT) with three seats appointed by the Secretary of Transportation, at least one of which is from its Highway Division  
 Massachusetts Bay Transportation Authority (MBTA)  
 Massachusetts Port Authority (Massport)

Regional Councils

Metropolitan Area Planning Council (MAPC)

MBTA Advisory Board

Regional Transportation Advisory Council (RTAC)

Municipalities

City of Boston with two seats

Eight (8) elected municipalities representing each of the eight MAPC sub-regions:

Inner Core Committee: Somerville

Three Rivers Inter-local Council: Norwood

South West Area Planning Committee: Medway

MetroWest Regional Collaborative: Framingham

North Suburban Planning Council: Woburn

North Shore Task Force: Beverly

Minuteman Advisory Group on Inter-local Coordination: Bedford

South Shore Coalition: Braintree

Four (4) elected municipalities serving at-large seats:

Two (2) cities filling at-large seats: Newton and Everett

Two (2) towns filling at-large seats: Arlington and Lexington

All twelve elected municipal seats (including the sub-regional seats) are elected by all of the 101 municipalities in the Boston Region MPO area. Each of the 101 municipalities may vote for one (1) municipality for each of the four (4) open seats.

The election will be held at MAPC's Fall Council Meeting on October 25th at the Quincy Marriot.

In order to qualify to be on the ballot, each chief elected official who wishes to be a candidate must secure the signatures of five chief elected officials in the region, including their own.

**Chief elected officials may only sign nomination papers for one municipality per sub-region for the two open sub-regional seats, and one each for the open town and city seats.**

**Nominations are due to MAPC by 5:00 PM on Friday, September 29, 2017 and must be filed in person or by mail at the MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111.**

**Faxes or emails will not be accepted.**

A copy of the official notice and procedures for nomination and election to the MPO are attached. If you have questions, please call Eric Bourassa (617) 933-0740 or Paul Regan at (617) 426-6054.

Attachments:

Official Notice, including Attachments A - C

Nomination Papers

Statement of Candidacy

## Official Notice

### 2017 Boston Region MPO Municipal Election Procedures

At the MAPC Fall Council Meeting, on Wednesday October 25, 2017 at the Quincy Marriot, elections will be held for four (4) of the twelve (12) elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). At that time one of the at-large City seats and at-large Town seats, as well as the North Shore Task Force (NSTF) and South West Advisory Planning Committee (SWAP) seats, will be elected to the MPO by the chief elected officials of the 101 municipalities which constitute the Boston metropolitan region. Pursuant to the MPO Memorandum of Understanding, approved on July 7, 2011, MAPC and the MBTA Advisory Board (Advisory Board) administer the election of the municipal representatives to the MPO.

#### ***MPO Seats Up For Election***

One (1) town from any part of the MAPC region.  
One (1) city from any part of the MAPC region.  
One (1) municipality from the NSTF sub-region.  
One (1) municipality from the SWAP sub-region.  
Terms of election on the MPO are for three years.

#### ***Nomination Process***

Nominees for the elected municipal seats shall be the chief elected official of the municipality. In cities this is the Mayor or, if the city does not have the office of Mayor, then the Chairman of the Council, with the exception of Plan E cities (Cambridge) in which case it shall be the City Manager. In towns, the chief elected official is the Chairman of the Board of Selectmen. The MPO will accept the Chairman's nomination of a candidate whether or not the full Board of Selectman has voted it.

A nominee for an open municipal seat must receive five nominations made by any chief elected official from the Boston region, regardless of which sub-region they are from. A chief elected official may nominate his or her municipality and that nomination shall count as one of the five nominations needed to place a municipality on the ballot. Each chief elected official may only sign nomination papers for one municipality per open seat.

**Nominations papers are due on Friday, September 29, 2017 to MAPC by 5:00 PM and must be filed in person or by mail at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111, Attn: MPO Elections. Faxes or emails will not be accepted.** Nomination papers shall include a statement of candidacy (250 word limit) of the community, also due at this time.

#### ***Voting Process***

Each of the 101 municipalities may vote for one (1) municipality for each of the four (4) open seats.

#### ***Ballot***

A ballot will be prepared by MAPC and the Advisory Board based on the certification of nomination papers. The ballot shall contain a list of the nominated municipalities. Candidate communities shall appear on the ballot in an order drawn by lot by designated officers of MAPC and the Advisory Board. The subregion of each of the communities shall be identified on the ballot. A candidates' booklet shall be issued that shall contain the statement of candidacy of the communities. The list of communities shall appear in the booklet in the same order that they appear on the ballot. In a second mailing, MAPC and the Advisory Board will include an absentee ballot and instructions for how municipalities can cast their vote.



### ***Opportunities for Discussion with Representatives of the Candidate Communities***

The Metropolitan Area Planning Council and the MBTA Advisory Board shall provide appropriate opportunities for the electorate to meet representatives of candidate communities and discuss issues. In 2017, this may be accomplished by holding a Candidates Forum at the State Transportation Building in early October (date and time TBD).

### ***Election***

The election will be held at MAPC's Fall Council Meeting on October 25th at the Quincy Marriot. On that day, the designated officers of MAPC and the Advisory Board shall supervise the election to the municipal seats. Ballots shall be cast by the chief elected official of the municipality (as defined by the rules for nominees), or that person's designee. Designees shall present a letter signed by the chief elected official to the designated officers of MAPC and of the Advisory Board 30 minutes prior to the convening of the election on election day. This letter will appoint the designee and confirm his or her authority to cast the municipality's ballot. Such a designation shall be delivered in person or by mail. Designees may represent only one municipality in the election. The designation may require the designee to vote for specific individuals or may vest discretion in the designee.

If the chief elected official is unable to attend the election and does not designate another individual to attend, an absentee ballot may be filed. Such an absentee ballot must be filed by 5 PM the day before the election with the Metropolitan Area Planning Council, 60 Temple Place, Boston, MA 02111. No **faxes will be accepted.** This ballot is valid for any election (e.g. run off election in case of a tie) held on the day of the MPO election for which the candidates selected on the ballot are still eligible to receive votes.

The MPO seat is held by the municipality. The chief elected official (or their official designee) shall represent the municipality throughout the municipality's term of office.

The designated officers of MAPC and of the Advisory Board shall certify the results of the election to the chairman of the MPO by 12 noon on the Friday following the election.

## Attachment A

**MAPC Sub-regions**

<b>SUBREGION</b>	<b>COMMUNITIES</b>
<b>North Shore Task Force</b>	Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester-by-the-Sea, Marblehead, Middleton, Nahant, Peabody, Rockport, Salem, Swampscott, Topsfield, Wenham
<b>North Suburban Planning Council</b>	Burlington, Lynnfield, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, Woburn
<b>Minuteman Advisory Group Interlocal Coordination (MAGIC)</b>	Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Littleton, Lincoln, Maynard, Stow, Sudbury
<b>MetroWest Regional Collaborative</b>	Ashland, Framingham, Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, Weston
<b>South West Advisory Planning Committee (SWAP)</b>	Bellingham, Dover, Franklin, Hopkinton, Medway, Milford, Millis, Norfolk, Sherborn, Wrentham
<b>Three Rivers (TRIC)</b>	Canton, Dedham, Dover, Foxborough, Medfield, Milton, Needham, Norwood, Randolph, Sharon, Stoughton, Walpole, Westwood
<b>South Shore Coalition</b>	Braintree, Cohasset, Duxbury, Hanover, Hingham, Holbrook, Hull, Marshfield, Norwell, Pembroke, Rockland, Scituate, Weymouth
<b>Inner Core</b>	Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, Winthrop

## Metropolitan Area Planning Council 101 Cities and Towns

### *Cities*

Beverly	Lynn	Revere
Boston	Malden	Salem
Braintree	Marlborough	Somerville
Cambridge	Medford	Waltham
Chelsea	Melrose	Watertown*
Everett	Newton	Weymouth
Franklin*	Peabody	Woburn
Gloucester	Quincy	

*\*MAPC Legal Counsel has rendered an opinion that Franklin and Watertown are defined as cities for the purpose of the MPO Election.*

### *Towns*

Acton	Hopkinton	Randolph
Arlington	Hudson	Reading
Ashland	Hull	Rockland
Bedford	Ipswich	Rockport
Bellingham	Lexington	Saugus
Belmont	Lincoln	Scituate
Bolton	Littleton	Sharon
Boxborough	Lynnfield	Sherborn
Brookline	Manchester	Southborough
Burlington	Marblehead	Stoneham
Canton	Marshfield	Stoughton
Carlisle	Maynard	Stow
Cohasset	Medfield	Sudbury
Concord	Medway	Swampscott
Danvers	Middleton	Topsfield
Dedham	Milford	Wakefield
Dover	Millis	Walpole
Duxbury	Milton	Wayland
Essex	Nahant	Wellesley
Foxborough	Natick	Wenham
Framingham	Needham	Weston
Hamilton	Norfolk	Westwood
Hanover	North Reading	Wilmington
Hingham	Norwell	Winchester
Holbrook	Norwood	Winthrop
Holliston	Pembroke	Wrentham

## Overview of MPO Member Responsibilities

### Background:

The Metropolitan Planning Organization (MPO) is established as a required part of the transportation planning process under federal law. It is responsible for planning and programming federal financial resources for a multi-modal transportation system for the Boston metropolitan region. The MPO was established in 1973.

The Boston Region MPO Memorandum of Understanding (MOU) that details the governing structure and process of the MPO can be viewed at [bostonmpo.org/mpo](http://bostonmpo.org/mpo)

### Specific Responsibilities:

The MPO must prepare and approve several plans and programs on an annual basis. These include:

- The Unified Planning Work Program (UPWP), which programs funds for transportation planning programs in the region;
- The Transportation Improvement Program (TIP), which programs federal (and matching state and local) funding for surface transportation projects (highway and transit).

The MPO also prepares and approves several other plans and programs as required. These include:

- The Long-Range (or Regional) Transportation Plan (LRTP), which provides a 20- to 25-year plan for the region's transportation infrastructure to address needs and priorities; and
- The conformity of all surface transportation plans and programs with applicable federal laws (including air quality, the Americans with Disabilities Act, and Title VI and Environmental Justice).

### MPO Meetings:

Meetings are held as needed to accomplish the MPO's business. Typically, two MPO meetings are held each month, and all but four are held in Boston at the state transportation building. Up to four MPO meetings (one per quarter) are held in a community outside of Boston. MPO meetings typically begin at 10 AM on the first and third Thursday of the month, and last approximately two to three hours.

The MPO has the authority to establish necessary committees to accomplish its responsibilities. Recent experience suggests that the municipal members of the MPO or their designees attend at least two meetings per month to accomplish the work of the MPO.

## **2017 MPO Statement of Candidacy**

**(250 Word Limit)**

**Municipality:** \_\_\_\_\_

**Chief Elected Official:** \_\_\_\_\_

**(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Boston Metropolitan Planning Organization)**

# 2017 MPO Election Nomination Papers

<b>Nominated Community</b>	<b>Name of Chief Elected Official</b>	<b>Signature</b>
<b>Open MPO Seat Community is Running For (only check one)</b>	<input type="checkbox"/> <b>North Shore Task Force Seat</b>	<input type="checkbox"/> <b>SWAP Seat</b>
	<input type="checkbox"/> <b>City Seat</b>	<input type="checkbox"/> <b>Town Seat</b>

## Endorsers

<b>Nominating Community</b>	<b>Name of Chief Elected Official</b>	<b>Signature</b>

Individual endorsements may be attached as a separate letter but must specify the municipality and the official being nominated and must be signed by the chief elected official of the endorsing community.

**Please return in person or by mail  
 By 5 PM on Friday, September 29, 2017 to:  
 Marc Draisen, Executive Director  
 Metropolitan Area Planning Council  
 60 Temple Place  
 Boston, MA 02111**

Phone inquiries to  
 Eric Bourassa, MAPC (617) 933 -0740  
 Paul Regan, MBTA Advisory Board (617) 426-6054

## PARKING METER COLLECTIONS

[illegible]

Passport Parking System  
Implemented February 2017  
(Included in totals above)

**\*DUNBAR COLLECTIONS**  
**\*REPUBLIC PARKING TOOK**  
**OVER**

**Robinson, Blythe**

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**From:** Nagle, Kathleen  
**Sent:** Wednesday, July 26, 2017 1:16 PM  
**To:** \_Woody Gaul  
**Cc:** Robinson, Blythe  
**Subject:** RE: Wellesley Cultural Council - change of chairs

Woody and Jennifer,

Thanks for your work for Wellesley.

And Good luck on a big move!

Please send a paper signed resignation letter to me and to Board of Selectmen (appointing authority).

**From:** Woody Gaul [mailto:woodygaul@gmail.com]  
**Sent:** Wednesday, July 26, 2017 12:06 PM  
**To:** Nagle, Kathleen <knagle@wellesley.ma.gov>  
**Cc:** Maura Murphy <murphypage@me.com>; jennifer sherwood <jnssher@gmail.com>  
**Subject:** Wellesley Cultural Council - change of chairs

Hello Kathleen,

I am writing to inform you that my wife Jennifer and I are stepping down from our positions as co-chairs and members of the Wellesley Cultural Council due to our move to China this summer. Our council member Maura Murphy, who I have cc'd here, will be temporarily filling in as acting chair.

Thank you for all of your assistance in making this transition as seamless as possible.

Best,  
Woody and Jennifer Gaul

--

Woody Gaul  
917-226-7164  
[woodygaul.com](http://woodygaul.com)