

City of Waltham

CITY OF WALTHAM
CITY CLERK'S OFFICE

Jeannette A. McCarthy
Mayor

2017 JUL -3 P 3:07

RECORDED

July 3, 2017

TO: The City Council
RE: Miscellaneous New Waltham High School

Dear Councillors:

I. Veterans Fields

Regarding the suggestion by Councilor Waddick at the Joint Workshop to use the Veterans Fields as the site for the new high school, I enclose the recorded deed.

Enclosed is information regarding Article 97 of the Massachusetts Constitution and no net loss policy which comes from the Massachusetts EOEEA.

II. Gann Academy and Bentley University

At the suggestion of Councilor Romard, I inquired of Gann Academy and Bentley University if they would be willing to sell their land to the City of Waltham.

The answer from both was no.

III. CPA

I inquired of Diana Young whether CPW could be on the CPA portion of Fernald.

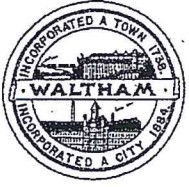
CPW could occupy an existing building, the building can be re-figured in the way that is needed, and the building façade must be preserved. A new CPW building cannot be built, and the city yard cannot be on CPA land. A cemetery is not allowed on CPA land.

IV. Massachusetts Historical Commission Letter

The joint letter was forwarded to the Massachusetts Historical Commission on June 29, 2017.

Sincerely,

Jeannette A. McCarthy
JAM/ccb
Enclosures



CITY OF WALTHAM
MASSACHUSETTS

ROBERT F. PILICY
CITY SOLICITOR

LAW DEPARTMENT

ASSISTANT CITY SOLICITORS

JOHN B. CERVONE
PATRICIA A. AZADI
PATRICIA HARRIS BANNAN
BERNADETTE D. SEWELL
HOWARD J. ROCK

July 26, 2002

Rosario C. Malone
City Clerk
City of Waltham
610 Main Street
Waltham, MA 02452

Dear Mr. Malone:

I have enclosed for permanent filing in the office of the City Clerk the original Quitclaim Deed dated November 8, 2001 from the United States of American to the City of Waltham.

This document was recorded on November 9, 2001 in the Middlesex County South District Registry of Deeds in Book 34026 at Page 573.

Sincerely,



Robert F. Pilicy

RFP/mar
Enclosure

cc: John Bradley, City Engineer
Ronald Vokey, City Planner
Ralph Gaudet, Building Inspector

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as the Grantor, acting by and through the Deputy Regional Director, National Park Service, Northeast Region with offices at 15 State Street, Boston, Massachusetts, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 484(k)(2), and regulations and orders promulgated thereunder, for and in consideration of one dollar and other valuable consideration including the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the City of Waltham, Massachusetts, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all right, title and interest of the Grantor in and to the following described property situated and being in the City of Waltham, County of Middlesex, Commonwealth of Massachusetts, together with the improvements thereon, and more particularly bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Middlesex, City of Waltham, and shown as Lot-2C on a plan entitled "Plan of Land Forest Street and Trapelo Road, Waltham, Massachusetts, Middlesex County" dated July 24, 2001 by Beals and Thomas, Inc. More particularly bounded and described as follows:

Beginning at the most northwesterly corner of said lot on the easterly sideline of Forest Street, thence running;

N 30 39 16 E 53.02 feet to a point of curvature, thence turning and running;

Northeasterly by a curve to the left with a radius of 897.92 feet and a length of 175.32 feet to a point of tangency, thence running;

N 19 28 03 E 693.46 feet to a point, said last three courses being bounded by the easterly sideline of Forest Street, by the rear lines, thence turning and running;

S 68 37 36 E 760.49 feet to a point, thence turning and running;

N 20 48 50 E 450.49 feet to a point, said last two courses being bounded of the Alderwood Road Subdivision, thence turning and running;

S 46 14 03 E 198.27 feet to a point, said last course being bounded by the southerly sideline of Trapelo Road, thence turning and running;

S 27 24 05 W 669.15 feet to a point, thence turning and running;

S 20 13 18 E 271.63 feet to a point, thence turning and running;

Grantee: 610 Main St. Waltham

S 42 17 31 E 548.97 feet to a point, said last three courses being bounded by the land now or formerly of the United States of America, thence turning and running;

S 22 06 47 W 117.05 feet to a point, said last course being bounded by land now or formerly of Commonwealth of Massachusetts, thence turning and running;

N 67 46 44 W 327.64 feet to a point, thence turning and running;

S 55 53 11 W 104.59 feet to a point, thence turning and running;

N 67 51 17 W 1,149.93 feet to the point of beginning, said last course being bounded in part by Lot-2A and in part by Lot-2B as shown of said plan.

Containing land 1,089,258 square feet more or less, or 25.01 acres, more or less.

Subject to any and all existing rights and easements of record.

SOURCE OF TITLE: Being a portion of that same land acquired by the United States of America by Judgement on Declaration of Taking, Misc. Civil No. 6814 in the United States District Court in the District of Massachusetts, dated December 23, 1944, and recorded at the Middlesex South Registry of Deeds in Book 6738, Page 362.

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

SUBJECT TO THE FOLLOWING:

A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed;

B. With the benefit of the terms, conditions and restrictions of a Declaration of Easements recorded at the Middlesex South Registry of Deeds on September 25, 2001, as instrument Number 709 of 2001;

C. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United

States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes in perpetuity as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated July 12, 1999 and subsequent revisions dated April 28, 2000 and October 1, 2001, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Funds generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this of this property. After this property has been fully developed in accordance

with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

7. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

8. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

9. ENVIRONMENTAL CONSIDERATIONS

A. Asbestos

(1) The Grantee is hereby informed and does acknowledge that buildings located upon the tract of real estate described herein potentially contain asbestos or asbestos-containing materials (ACM).

(2) The Grantee covenants and agrees that its use and occupancy of the tract of real estate described herein, including all improvements located thereon, will be in compliance with all applicable laws relating to asbestos; and that the Grantor and the United States of America, acting by and through the Administrator, United States General Services Administration assume no liability for future remediation of asbestos or damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, sublessees, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the referenced real estate, including all improvements located thereon, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

(3) The Grantee, its successors and assigns, shall comply with all Federal, State and local laws, relating to asbestos containment and abatement.

B. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

C. CERCLA Covenant. Grantor warrants that it shall take any response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys; to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

D. Notice of the Presence of Lead-Based Paint

(1) Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. This disclosure includes the receipt of available records and reports pertaining to lead-based paint and lead-based paint hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 CFR 35 and 40 CFR 745 disclosure and lead warning language in its contract of sale. Grantee further acknowledges that Grantee was given the opportunity to inspect, and thereby assess, the Property for lead-based paint hazards.

(2) Grantee covenants and agrees, that in any improvements on the Property defined as "target housing" by 24 CFR 35 and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling.

(3) Grantee further covenants that GRANTEE, with respect to target housing constructed prior to 1960, will abate, at Grantee's own cost, all lead hazards in accordance with 40 CFR 745.227(e) and other applicable laws and regulations, prior to

the occupancy of any residential structures on the Property. Following the abatement, Grantee shall obtain a clearance examination, in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340 (c) through (f), and conducted by a person certified to perform risk assessments or lead-based paint inspections. The examination must show that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). Grantee must obtain a clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10). Prior to occupancy of the Property, Grantee shall provide Grantor with a fully executed CERTIFICATE OF COMPLETION OF LEAD ABATEMENT.

(4) Grantee covenants and agrees that in its use and occupancy of the Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that Grantor assumes no liability for damages for property damage, personal injury illness, disability, or death, to Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

(5) Grantee covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

10. NAVIGABLE AIRSPACE: The Grantee, its successor and assigns, acknowledges that said property is located within six nautical miles of a public aviation airport (Hanscom Airport). This deed is subject to the provisions that any construction upon or alteration of the property is prohibited unless a determination of no hazard to navigable airspace is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

11. CONDITION OF THE PROPERTY: Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose. Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be

considered. There is no obligation on the part of the Grantor or the United States of America, acting by and through the Administrator, United States General Services Administration, to make any alterations, repairs, or additions. The Grantor and the United States of America, acting by and through the Administrator, United States General Services Administration, shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon). The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

12. COVENANT AGAINST DISCRIMINATION: The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

13. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns; whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

BK 04026PG581

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 8th day of November, 2001.

UNITED STATES OF AMERICA

By: Chrysandra S. Walter

Chrysandra S. Walter
Deputy Regional Director
Northeast Region
National Park Service

COMMONWEALTH OF MASSACHUSETTS)

)ss

County of Suffolk)

On this 8th day of November, 2001, before me, the subscriber, personally appeared Chrysandra S. Walter, to me known and known to me to be the Deputy Regional Director, Northeast Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, with offices at 15 State Street, Boston, Massachusetts, and known to me to be the same person described in and who executed the foregoing instrument as such Deputy Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designed, empowered, and authorized so to do by said Secretary, and she acknowledged that she executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Ellen J. Galipeau
Notary Public

My Commission expires:

December 11, 2003

ELLEN J. GALIPEAU
Notary Public
My Comm. Expires Dec. 11, 2003

DN 84026PG582

THE FOREGOING CONVEYANCE IS HEREBY ACCEPTED and the undersigned agrees, by this acceptance, that the City of Waltham shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

CITY OF WALTHAM

By: David F. Gately
David F. Gately
Mayor

COMMONWEALTH OF MASSACHUSETTS)

)ss

County of Middlesex)

On this 8TH day of NOVEMBER, 2001, before me, the subscriber, personally appeared David F. Gately, to me known, and known to me to be the individual described herein and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same on behalf of the City of Waltham.

ROSARIO C. MALONE
Notary Public
My Commission Expires
April 4, 2008

Rosario C. Malone
Notary Public

My Commission expires:

WALTHAM CITY CLERK
+ NOTARY

Casey-Brenner, Colette

From: Azadi, Pat
Sent: Monday, July 03, 2017 2:47 PM
To: Mayor
Subject: No net loss policy
Attachments: SKMBT_60117070314120.pdf; SKMBT_60117070314450.pdf

Hi Mayor,
Attached please find a copy of the "no net loss policy" of EOEEA. The requirements are set forth in Section II and the applicability to municipalities is set forth in Article IV. Also attached is a copy of Amended Article XCVII (97) of the Massachusetts Constitution.

If you need anything further, please let me know.
Sincerely,
Pat



Energy and Environmental Affairs

[Home](#) > [Agencies](#) > [MEPA](#) > [About MEPA](#) > [EEA Policies](#) > [EEA Article 97 Land Disposition Policy](#)

EEA Article 97 Land Disposition Policy

FEBRUARY 19, 1998

I. Statement of Policy

It is the policy of EEA and its agencies to protect, preserve and enhance all open space areas covered by Article 97 of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts. Accordingly, as a general rule, EEA and its agencies shall not sell, transfer, lease, relinquish, release, alienate, or change the control or use of any right or interest of the Commonwealth in and to Article 97 land. The goal of this policy is to ensure no net loss of Article 97 lands under the ownership and control of the Commonwealth and its political subdivisions. Exceptions shall be governed by the conditions included in this policy. This policy supersedes all previous EEA Article 97 land disposition policies. An Article 97 land disposition is defined as: a) any transfer or conveyance of ownership or other interests; b) any change in physical or legal control; and c) any change in use, in and to Article 97 land or interests in Article 97 land owned or held by the Commonwealth or its political subdivisions, whether by deed, easement, lease or any other instrument effectuating such transfer, conveyance or change. A revocable permit or license is not considered a disposition as long as no interest in real property is transferred to the permittee or licensee, and no change in control or use that is in conflict with the controlling agency's mission, as determined by the controlling agency, occurs thereby.

II. Conditions for Disposition Exceptions

EEA and its agencies shall not support an Article 97 land disposition unless EEA and its agencies determine that exceptional circumstances exist. A determination of "exceptional circumstances" is subject to all of the following conditions being met: all other options to avoid the Article 97 disposition have been explored and no feasible and substantially equivalent alternatives exist (monetary considerations notwithstanding); Note: The purpose of evaluating alternatives is to avoid using/affecting Article 97 land to the extent feasible. To that end, the scope of alternatives under consideration shall be commensurate with the type and size of the proposed disposition of Article 97 land, and must be performed by the proponent of the disposition to the satisfaction of EEA and its agencies. The scope of alternatives extends to any sites that were available at the time the proponent of the Article 97 disposition first notified the controlling agency of the Article 97 land, and which can be reasonably obtained: (a) within the appropriate market area for private proponents, state, and/or regional entities ; or (b) within the appropriate city/town for municipal proponents. the disposition of the subject parcel and its proposed use do not destroy or threaten a unique or significant resource (e.g., significant habitat, rare or unusual terrain, or areas of significant public recreation), as determined by EEA and its agencies; as part of the disposition, real estate of equal or greater fair market value or value in use of proposed use, whichever is greater, and significantly greater resource value as determined by EEA and its agencies, are granted to the disposing agency or its designee, so that the mission and legal mandate of EEA and its agencies and the constitutional rights of the citizens of Massachusetts are protected and enhanced; the minimum acreage necessary for the proposed use is proposed for disposition and, to the maximum extent possible, the resources of the parcel proposed for disposition continue to be protected; the disposition serves an Article 97 purpose or another public purpose without detracting from the mission, plans, policies and mandates of EEA and its appropriate department or division; and 6. the disposition of a parcel is not contrary to the express wishes of the person(s) who donated or sold the parcel or interests therein to the Commonwealth.

III. Procedures for Disposition

Although legislation can be enacted to dispose of Article 97 land without the consent of an EEA agency, it is the policy of EEA to minimize such occurrences. To that end, and to ensure coordination, EEA agencies shall: develop an internal review process for any potential Article 97 land disposition to ensure that, at a minimum, the conditions in Section II above are met; develop, through the Interagency Lands Committee, a joint listing of all requests, regardless of their status, for the disposition of Article 97 land; notify the Interagency Lands Committee of any changes to the Article 97 land disposition list; monitor all legislation that disposes of Article 97 land, and communicate with legislative sponsors regarding their intent; recommend to the Secretary that the Governor veto any legislation that disposes of Article 97 land, the purchase, improvement, or maintenance of which involved state funds, on and for which the EEA agency has not been consulted and received documentation (including information on title, survey, appraisal, and a MEPA review, all at the proponent's expense); 6. obtain the concurrence of the Secretary of EEA for any proposed Article 97 land disposition decision prior to finalizing said decision; if recommending an Article 97 disposition, attach to all Article 97 legislative recommendations and TR-1 forms a justification of the disposition and an explanation of how it complies with this policy, signed by the EEA agency head; ensure that any conditions approved by EEA and its agencies to any Article 97 land disposition are incorporated within the surplus declaration statement submitted to and published by DCPO as required by G.L. c. 7, ss. 40F and 40F½ and throughout the disposition process, and if such conditions are not incorporated in said statement throughout the disposition process, the EEA agency head shall recommend to the Secretary that the Governor veto any resulting legislation; recommend to the Secretary that the Governor veto legislation that disposes of Article 97 land of which the agency disapproves; and ensure that any Article 97 land disposition is authorized by enacted legislation and approved by all municipal, state and federal agencies, authorities, or other governmental bodies so required and empowered by law prior to conveyance.

IV. Applicability of This Policy To Municipalities To comply with this policy, municipalities that seek to dispose of any Article 97 land must: obtain a unanimous vote of the municipal Conservation Commission that the Article 97 land is surplus to municipal, conservation, and open space needs; obtain a unanimous vote of the municipal Park Commission if the land proposed for disposition is park land; obtain a two-thirds Town Meeting or City Council vote in support of the disposition; obtain two-thirds vote of the legislature in support of the disposition, as required under the state constitution; comply with all requirements of the Self-Help, Urban Self-Help, Land and Water Conservation Fund, and any other applicable funding sources; and comply with the EEA Article 97 Land Disposition Policy. After the effective date of this policy, any municipality that proposes, advocates, supports or completes a disposition of Article 97 land without also following the terms of this policy, regardless of whether or not state funds were used in the acquisition of the Article 97 land, shall not be eligible for grants offered by EEA or its agencies until the municipality has complied with this policy. Compliance with this policy by municipalities shall be determined by the EEA Secretary, based on recommendations by the EEA Interagency Lands Committee.

Art. XCIV. Article III of the Amendments to the Constitution, as amended, is hereby further amended by striking out the word "twenty one" and inserting in place thereof the word:—nineteen.

Art. XCV. Article III of the Amendments to the Constitution, as amended, is hereby further amended by striking out the words "pauper and".

Disqualification of paupers from voting repealed. Amends Art. III.

Art. XCVI. The general court shall have power to authorize the commonwealth to make loans, on such terms as it may deem reasonable, to any residents of the commonwealth for tuition and board at any college, university or other institution of higher learning.

General Court, power to make loans for tuition and board at institutions of higher learning.

Art. XCVII. Article XLIX of the Amendments to the Constitution is hereby annulled and the following is adopted in place thereof: The people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources is hereby declared to be a public purpose.

Rights of environmental quality and natural resources. Annuls Art. XLIX.

The general court shall have the power to enact legislation necessary or expedient to protect such rights.

In the furtherance of the foregoing powers, the general court shall have the power to provide for the taking, upon payment of just compensation therefor, or for the acquisition by purchase or otherwise, of lands and easements or such other interests therein as may be deemed necessary to accomplish these purposes.

General Court, power to take lands therefor.

Lands and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court.

Two-thirds yeas and nay vote required for disposition of such lands.

Art. XCVIII. Article 1 of Chapter III of Part the Second of the Constitution, as amended by Article LVIII of the Amendments to the Constitution, is hereby annulled and the following Article is adopted in place thereof:—

Article 1. The tenure, that all commissioned officers shall by law have in their offices, shall be expressed in their respective commissions. All judicial officers, duly appointed, commissioned and sworn, shall hold their offices during good behavior, excepting such concerning whom there is dif-

Mandatory retirement of judges at age 70. Annuls Part the Second, Ch. III, Art. 1.



Waltham Public Schools

Drew M. Echelson, Ed.D, Superintendent
drewechelson@walthampublicschools.org

June 29, 2017

MA Historical Commission
Ms. Brona Simon, State Historic Preservation Officer
220 Morrissey Boulevard
Boston, MA 02125

Dear Ms. Simon,

The purpose of this letter is to communicate that the Waltham City Council, Waltham School Committee, and Waltham School Building Committee support the use of the Walter E. Fernald Developmental Center (Fernald) for educational space—specifically, the site for a new Waltham High School. In addition, if the new Waltham High School is located on the Fernald site it would be paired with open and recreational space, as well as with other uses compatible with a school, as determined by the Mayor, Waltham City Council, and Waltham School Committee. The School Building Committee will partner with the project's design team to identify useable acreage on the 190 acres for the specific location of a new high school. The Waltham School Building Committee would partner with the state and local historical commissions to minimize the impact to the historically contributing aspects of the site.

We respectfully request a consultation meeting with the Massachusetts and Waltham Historical Commissions to discuss our plans for a new school. We would also like to discuss how a new school would fit on the site and what would remain on the Fernald after the high school is constructed.

Sincerely,

Mayor Jeannette A. McCarthy
Mayor and CEO, City of Waltham and Chair Waltham School Committee

Diane P. LeBlanc
President, Waltham City Council

Drew M. Echelson,
Superintendent and Co-Chair Waltham School Building Committee

Enclosure: Votes of City Council, School Committee, School Building Committee

Cc: Waltham Historical Commission



Waltham Public Schools

Drew M. Echelson, Ed.D, Superintendent
drewechelson@walthampublicschools.org

TO: Ms. Brona Simon, State Historic Preservation Officer, MA Historical Commission
FROM: Drew M. Echelson, Superintendent and Co-Chair Waltham School Building Committee
DATE: June 29, 2017
RE: Votes on Walter E. Fernald Property

At a joint meeting of the Waltham City Council, Waltham School Committee and Waltham School Building Committee the following votes were taken:

VOTED: On a motion by Councillor Logan to authorize Council President Diane P. LeBlanc to sign the letter to the MA Historical Commission on behalf of the Waltham City Council and to include the resolution signed by the Waltham City Council dated June 26, 2017, supporting the use of the Walter E. Fernald Property for a new Waltham High School and. Roll call: Mr. Brasco, yes; Mr. Darcy, no; Mr. Fowler, yes; Mr. Giordano, yes; Mr. LeBlanc, yes; Mr. Logan, yes; Mr. Marchese, yes; Mr. McLaughlin, yes; Ms. McMenimen, recused; Mr. Romard, yes; Mr. Waddick, yes; Ms. LeBlanc, yes.

VOTED: On a motion by Mr. Graceffa, seconded by Mr. Tarallo, to authorize Mayor Jeannette A. McCarthy, as Chair of the Waltham School Committee, to sign the letter to the MA Historical Commission on behalf of the Waltham School Committee and to forward the City Council resolution dated June 26, 2017, supporting the use of the Walter E. Fernald Property for a new Waltham High School. Roll call: Mrs. AlJammal, yes; Mr. Graceffa, yes; Mr. Frassica, yes; Mr. Tarallo, yes.

VOTED: On a motion by Ms. Casey-Brenner, seconded by Mr. Pinzone, to authorize Dr. Drew M. Echelson, as Co-Chair of the Waltham School Building Committee, to sign a letter to the MA Historical Commission on behalf of the Waltham School Committee and to forward the City Council resolution dated June 26, 2017, supporting the use of the Walter E. Fernald Property for a new Waltham High School. Roll call: Mr. DeMeo, yes; Mr. Maiorano, yes; Mr. Centofanti, yes; Dr. Stein, yes; Mr. Frost, yes; Ms. Wilcinski, yes; Mr. Pinzone, yes; Mr. Cusano, yes; Ms. Casey-Brenner, yes.