

JANUARY 9, 2024



Watertown City Council

Administration Building

149 Main Street

Watertown, MA 02472

Phone: 617-972-6470

CITY COUNCIL MEETING

TUESDAY, JANUARY 9, 2024, 7:00 P.M.

RICHARD E. MASTRANGELO COUNCIL CHAMBER

ADMINISTRATION BUILDING, 149 MAIN STREET

MINUTES

ACCESS INFORMATION:

A. This meeting will be held on January 9, 2024 at 7:00 PM in the Richard E. Mastrangelo Council Chamber

B. The meeting will be televised through WCATV (Watertown Cable Access Television):

<http://vodwcatv.org/CablecastPublicSite/?channel=3>

C. The Public may join the virtual meeting online: <https://watertown-ma.zoom.us/j/92991331344>

D. Public may join the virtual meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 929 9133 1344

E. Public may comment through email: vpiccirilli@watertown-ma.gov

F. Please Visit the City Council Website here: <https://www.watertown-ma.gov/350/City-Council>

1. ROLL CALL

Council President Sideris called to order a regular meeting of the City Council at 7:00 p.m. in the Richard E. Mastrangelo Chamber, Administration Building. Those present were Councilors John M. Airasian, Caroline Bays, John G. Gannon, Nicole Gardner, Lisa J. Feltner, Emily Izzo, Anthony Palomba, Vice President Vincent J. Piccirilli, Jr., and Council President Mark S. Sideris. Also present were George Proakis City Manager, Mark Reich, City Attorney, and Brendan T. McCarthy, Council Clerk.

2. PLEDGE OF ALLEGIANCE

3. ORGANIZATION

A. Selection of the City Council Vice President

President Sideris acknowledged that this was the first meeting in the new session of the City Council, and opened the floor for nominations for Vice President of the Council for this term.

Councilor Izzo nominated Councilor Piccirilli for Vice President and Councilor Feltner seconded.

Councilor Piccirilli was voted into the office of City Council Vice President unanimously in a Voice Vote.

B. Selection of Seating Assignments for City Council Members

The Councilors seat selection was drawn and established randomly.

4. PUBLIC FORUM

There were no participants in Public Forum

5. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS

A. Minutes from City Council Meeting December 12, 2023

Councilor Piccirilli moved to accept the minutes and Councilor Feltner seconded.

The minutes were accepted unanimously in a Voice Vote.

5. PRESIDENTS REPORT

A. Move Budget Submittal Date to April 23, 2024

Councilor Piccirilli moved to move the budget submittal date and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

B. Submit City Manager's Goals for Fiscal Year 2024

Councilor Piccirilli moved to accept the City Manager's Goals and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

C. Committee Assignments of City Council Members

President Sideris stated that he spent a long a time deliberating a change in the Committee Assignments, but seeing as there were no changes in the personnel of the Council, he decided to leave them as they were in an effort to keep continuity.

D. Refer to the Committee on Rules and Ordinances for a review of the Council Rules for this term

Councilor Piccirilli moved to refer the review of Council Rules to the Committee on Rules and Ordinances and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

6. PUBLIC HEARINGS

A. Public Hearing and Vote on a Proposed Ordinance regarding Snow and Ice Removal

Assistant City Manager Magoon presented the Proposed Ordinance stating that it's an amendment to the current code which would require that anyone whose property abuts a sidewalk would have to clear the sidewalk of snow and ice to a width of 42 inches or the complete width of the sidewalk if it is less than 42 inches. He continued to say that the snow and ice would need to be removed within 24 hours of cessation of the storm or cessation a state of emergency if the storm warranted such action. He then stated that it would establish penalties – 1st offense would be a warning, 2nd violation would be a \$50 fine, and 3rd and subsequent violations would be \$100. Commercial properties would go up to \$300 for repeat offenders. Exemptions would be available for residents who are disabled and or elderly with proof of insufficient income.

City Manager Proakis remarked on challenges that the City would encounter in the implementation of this Ordinance.

First, he remarked that the City does not have an enforcement team to write tickets for individuals who do not comply with the Ordinance. The City would do their best to hear complaints and address repeat offenders, but there is currently no workforce to check compliance with each storm. He stated that the City could look into hiring more staff, but that it's a second level of policy enforcement that doesn't exist at this point.

Secondly, he stated that there is a bureaucratic element to issue exemptions for residents, and that that process is also not established at this point of time.

Thirdly, he stated that an area in which they will struggle is clearing snow on abandoned frontages, as well as certain parts of city owned frontages that are currently not being cleared. He continued to remark on the reality of labor shortages, that it is difficult to contract snow plowers, and it can be difficult to rely on those who are contracted to even show up. He cautioned that it has been a long while since the area has seen large snowstorms pile on each other, and that the limited resources wouldn't be able to keep up with this proposed Ordinance should that type of scenario arise.

Dean Martino – 94 Edenfield Avenue – Stated that he attended the Committee meeting where this matter was discussed and that an important point he made was absent from the minutes, which was with regard to ice and whether a homeowner could be held liable if someone were to fall on their frontage due to ice. Specifically, he asked in a hypothetical scenario where if he was away when a storm occurred, and he was issued a fine which he paid, would that be an indication that he accepted responsibility for what could occur on the sidewalk. He continued to say that Councilor Gannon told him at the meeting that he would not be responsible, but he (Dean) stated that he was still uncomfortable with the possibility. He stated that he would not pay any fine because he believed it would be an admission of liability for any personal injury lawsuits.

City Attorney Reich responded that it is an interesting question, and while he cannot make personal recommendations to individuals, generally a payment of a fine is not an admission with respect to liability in civil matters, where failure to pay a fine could result in further enforcement – a liability issue is independent from paying or not paying a fine.

President Sideris rephrased a question that Mr. Martino asked, which was if a resident cleared their sidewalk, which then iced up overnight, and then a person fell on it, would that resident be liable?

City Attorney Reich responded that he is not in a position to provide legal advice in the hypothetical situation.

Councilor Gannon remarked that Mr. Martino claimed the he (Councilor Gannon) made a statement on liability, but that that is incorrect – he never made that statement.

Amy Plovnick – 29 Ashland Street – Asked the Council to support the Ordinance. She stated that Watertown is one of the only communities in the area that doesn't have a similar code in place. She stated that the City prioritizes cars, but not walking, and that sidewalks that covered in snow and ice are a safety concern, particularly for individuals who are disabled or elderly.

AnnMarie Cloonan – 16 Winthrop Street - Echoed the thoughts that Dean Martino had

with concern of liability. She noted that she lives near the Hosmer school, and that currently only part of the school frontage is being cleared, putting the burden more on the residents. She concluded with stating that sidewalks can be cleared and then refilled with snow drifts while residents are working or away from home for extended periods of time.

Bob Shay - 139 Russel Avenue – Stated he is part of a group that has been concerned with the issue for years. He thanked the joint Committees to put the Ordinance together. He recognized that this wouldn't be fixed overnight, but that it is a starting point to promote safer streets and walkways for all of Watertown.

Sheila Fay – 508 Belmont Street – Stated she strongly supported the Ordinance. She asked how resources will be allocated. She remarked that streets are in good shape after a storm, but the sidewalks are not. She asked if we could commit more funds to clearing sidewalks.

Elan Rhode – 43 Partridge Street – Spoke against the Ordinance. She agreed with the desire to have clear sidewalks, but disagreed that the City should enforce free labor from its residents to clear parcels of land they don't even own. She continued to express concern with the fining and punishment process that will ensue, and also with those individuals who will have to disclose financial and health information in order to be exempt. She urged the Council to take the Ordinance back to be refined.

Dennis Holland – 29 Nyack Street – Stated he was against the Ordinance. He expressed his concern with elderly individuals who must produce proof of limited income to the City to be exempt, stating that their biggest asset is their home, which may be large, but their actual financial circumstance may be very poor, thus they wouldn't be able to pay for snow clearing services. He went on to mention that an individual may clear their frontage, only for a truck to come by and refill it. He made note of many properties that aren't covered by anyone as well as the reduced work force at the DPW. He concluded that he believes the individuals who make up the old guard in the City are the ones who are responsible to clear their ways, but newer residents lack that responsibility.

George Skuse – 43 Pilgrim Road – Stated he believes the Ordinance is misguided. He believes that most residents are doing their best to clear sidewalks, and echoed City Manager Proakis' concern with limited resources to enforce this Ordinance.

Cindy Wentz – Everett Avenue – Spoke out in support of the Ordinance. She stated that she has been working for years to support this kind of policy. She stated she is a walker who doesn't drive. She made note that most people clear their own walkways, but are negligent to the actual sidewalk, and believes that this Ordinance could change that behavior.

Josh Rosmarin - 29 Ashland Street – Spoke in favor of the Ordinance. He stated that he is a pedestrian who also pushes his child in a stroller. He remarked that while most people try to do their part, he is still forced into busy streets like Belmont Street for blocks at a time which creates a safety issue.

Demitri Papayanopoulos – Brimmer Street – Stated that he believes there are several issues with the Ordinance that need to be addressed before it goes further. He stated that there are limited places to shovel the snow due to the narrow roads and buffer strips between the sidewalks and the roads. He remarked that the plows throw snow back on the sidewalks after they are cleared, and mentioned that it is only a matter of time before he himself will not be able to shovel due to his age.

Leslie Horst – 41 Hall Avenue - Stated that she is in favor of the Ordinance. She recognized that it is not perfect but believed that it is a good and important step to promote responsible habits for all the residents. Once the Ordinance is in place, nuances of exemptions etc. will be fleshed out, and the Ordinance will grow stronger.

Andy Compagna – Robbins Road – Remarked that he has been a part in planning this Ordinance for the past several years. He remarked that Watertown is one of the last communities in the area to not have a residential snow removal policy. He went on to say that a lot of care and research went into the planning to help accommodate most people. He stated that he believes this to be a work in progress.

Joan Gumbleton – 32 Falmouth Road - Remarked that there is no perfect way to handle New England winter weather. She remarked many businesses do not properly clear their way, but she does not believe they are being penalized, and yet the City expects their residents to be held to a higher standard under penalty of fines. She continued to remark on the shortage of labor and resources in the City. She expressed concerns with Watertown losing its personality as a low-key community and becoming a city with overly obtrusive policy, and asked if we needed a law for everything. She concluded by asking the Council to vote no.

Maria Saiz – Hovey Street - Remarked that she has been an advocate for snow and ice removal by residents for over 15 years. She mentioned that most people on her street are good neighbors and clear their own sidewalk, but it's not across the board. She believed that the essence of being a good American is to be neighborly and leave things better than how they found them.

Linda Scott – 55 Olcott Street – Remarked that she was wheelchair bound during the heavily snow stormed winter of 2015 and was unable to shovel her sidewalk, but lucked out with a neighbor helping. She also remarked that she received assistance from an individual from the library to help deliver things to her home. She stated that people in tough situations do not need the burden of tickets and fines, and rather asked that they meet this issue with friendly resolutions. She continued to remark that the only person on her street that doesn't shovel the sidewalk is an absentee owner who has done a

multitude of irresponsible actions regarding his property. She asked that the Council vote no.

Hannah Rakoff – 87 Spruce Street – Echoed the sentiment that this Ordinance may not be perfect, but it is a great place to start. She also recognized the amount of work that it has taken to get to this point. She continued to share that she got off the Mt. Auburn bus the previous night saw an individual elect to walk down the middle of the street as opposed to walking on the snow and slush covered sidewalk, and that someone will get hit at some point of time. She urged the Council to vote yes.

Councilor Piccirilli read an email from Russ Arico – Fayette Street – In the email he stated that this issue has been debated in Council for years, and that perhaps it's time for a compromise. He suggested that the City take responsibility of the corners that are not part of home frontages, and that they assist those who cannot shovel their own sidewalk. He remarked that this should not be voted on in its current form.

Councilor Piccirilli read an email from Josh Passal – 19 Shattuck Road –

"I write with one simple answer to what I suspect will be many questions and objections to the snow shoveling ordinance: little to no enforcement.

I see in my neighborhood and around town that most people make a good-faith effort at clearing their sidewalks. Only a few do not, and it's usually the same few. Cite the habitual scofflaws, not those who at one time or another may fall short of a 42-inch path within 24 hours. The fewer people threatened with an "unfair" citation or fine, the fewer objections they'll have to an ordinance they likely support in theory. Please, for the sake of the townspeople AND the Council, do not enact an ordinance which makes violators of us all. We will all regret it."

Elodia Thomas – 67 Marion Road – Expressed her disappointment with the Ordinance and claimed that the "sausage machine is breaking down". She remarked that the City Manager had concerns about issues and implementation of this Ordinance. She continued to say that her home's frontage isn't even a real sidewalk, and believes most of her neighbors make an honest effort to clear a path for other residents. She stated that she found the Ordinance offensive to the community. She believed that the 311 service will be a good vehicle for snow removal issues, and that she has not seen any data on complaints or issues that would help support this Ordinance. She continued to say that she was weary of over reaching policy, and made note that the sidewalks are city property and not residential. She urged the Council to table this issue.

Susan Flint – Resident – Supported the Ordinance. She believed that there should be an effort to collect data going forward. She continued to state that she believed the Ordinance would promote a culture of expectation of collective responsibility.

Susan Falkoff – 19 Oliver Street – Remarked that she recognized a lot of good arguments on both sides of this issue when she was in office several years ago. She

urged that the Council not to table this again. She is behind easing into this enforcement. She stated that a lot of issues stem from absentee owners that are negligent.

Angeline Kounelis – 55 Keenan Street – She remarked that the former Ordinance was voted down years ago, and voiced concerns with this current iteration being up for vote. She stated that she does her best as a senior citizen to keep the sidewalks clear, and does not think it is appropriate to have senior citizens have to present personal information in order to get an exemption.

Dennis Holland – 29 Nyack Street – He remarked that everyone in the room is the type that will shovel snow, and that those who don't shovel will continue to not shovel. He remarked on his experience with snow plowing in many surrounding communities and that he would be happy to share his experience and thoughts with the Council. He then brought up the "after the fact law" where ice can form after a sidewalk has been cleared of snow. He brought up the question of liability of people slipping. He concluded by saying he is against fining people.

Elodia Thomas – 67 Marion Road – Echoed remarks of former Council members Kounelis and Falkoff. She stated that she has been submitting different examples of ordinances to the Council for years including the "snow buddy" system in Ann Arbor MI as well as policy Rochester NY where they have specific sidewalk snowplows that the residents pay about \$1 per foot of frontage. She stated that she has not received a response from Council, but instead has been presented with the Ordinance that potentially goes after penalizing the residents. She stated that she believes the Councilors are out of touch from what the needs and wants are of the residents. She concluded that there is no data to support the Ordinance; just personal opinion.

Sheila Fay – 508 Belmont Street – Remarked that the first time anyone is being addressed with a violation would be a warning, and that the Ordinance is intended to go after scofflaws.

Joan Gumbleton – 32 Falmouth Road – Stated that there are situations where it's impossible to physically clear all the snow to meet the requirements in the Ordinance whether that be tall walls or lack of buffer strip etc. She continued to say that we should find other ways to encourage people to do the right thing other than creating more laws. She continued to say that she actually feels safer walking in the street. She concluded that they shouldn't move forward with this, and referred to the numerous amount of negative responses to this issue in the Watertown News.

Elan Rhode – 43 Partridge Street – Asked who owns the public sidewalk.

President Sideris responded that the City owns it.

Elan Rhode then asked why the residents are being forced to do free labor, and

referenced problematic historical instances. She continued to remark that even the individuals that support the Ordinance admit that it is flawed. She urged the Council to revise and take away the fining.

Dean Martino - 94 Edenfield Avenue – Remarked that this idea has been kicked around for years, and asked why there hasn't been a baseline of data to illustrate how many sidewalks are not shoveled. He asked how well we can measure the success of the Ordinance if there is no previous data to compare it with. He continued to say that if it does pass, that there should be a "no liability" disclaimer. He concluded that he doesn't care about what other towns do as it is "lemming leadership" and not rationale.

Councilor Piccirilli moved to adopt the new Snow and Ice Removal as presented and Councilor Gannon seconded.

Councilor Palomba asked City Attorney Reich, regardless of the Ordinance, if someone falls on the sidewalk in front of his house, who is liable?

City Attorney Reich responded again that he would not provide an opinion about liability. He stated that there are numerous exemptions for the city liability, and with regards to personal liability, he could not give advice for hypothetical situations and conditions.

Councilor Palomba asked Assistant City Manager Magoon to confirm that the exemptions are for individuals who are over the age of 65 and or disabled that also have financial limitations.

Assistant City Manager Magoon confirmed that any exemption must qualify financially as well.

Councilor Palomba asked how to add having a handicap placard as proof of disability into the regulations.

Assistant City Manager Magoon replied that the placard would serve as proof as presented, but he added that the regulations are adopted by the City Manager.

After clarifying some further details with Assistant City Manager Magoon, Councilor Palomba expressed concerns with sidewalks that get refilled with snow by plows, parcels of sidewalk that are on disputed corners, parcels of sidewalks that technically abut someone's property but is very far from the actual structure etc. While trying to address some of these issues in the Committee meetings, he said that a lot of these will have to be case by case exemptions via the City Manager's office. He then asked to clarify whether this would be going into effect next year since the deadline to apply for exemptions is October.

Assistant City Manager Magoon confirmed that the dates for exemptions have passed, and how the Council decides to go about implementation is a policy decision. He continued to say that it could go into effect this winter without the issuing of fines this winter.

President Sideris strongly suggested that they wouldn't begin issuing fines and new regulations without more notification and preparation.

Attorney Reich acknowledged the notification process and the concerns of the City Manager with regard to implementation. He continued to say that Ordinance relies on its implantation through the regulatory process. He agreed that even if the Ordinance goes into effect immediately, the implementation would take time.

Councilor Bays stated that her first political phone call was one about a snow removal ordinance, but that the manner in which it was met discouraged her to make another call for quite some time. She thanked Hannah Rakoff for highlighting that this is a safety issue. She continued to say that she has to walk her dogs on the street almost on almost every block because there are people who do not shovel the sidewalk. She stated that she never complained about it because no one was breaking the law, and that that is why there is no data on how many sidewalks are uncleared, but said that if she were to complain, it would be between 25 and 40 houses that are negligent per walk. She shared a story of a time when her dog was almost hit by a car because she was forced out on the street. She asked about the width of 42 inch regulation, and was curious as to whether that could be decreased.

Councilor Feltner replied that there was some debate about the width, and while acknowledging that ADA regulations minimum is 36 inches, there are a lot of sidewalks in Watertown that are much wider than a standard sidewalk. She continued to say that the Superintendent recommended that the 42 inches could be a better aspirational number.

Councilor Gannon stated that the 42 inches represents a thoughtful effort that equates to about 2 standard snow shovel's width.

Councilor Gardner stated her support for the Ordinance. She remarked that her street is a hill that kids walk and slide down which represents a risk. She continued to state that the blind community relies on their canes and their memorized routes to navigate, and that clear sidewalks is an equitable issue.

Councilor Gardner then recommended two friendly amendments. Changing line two on application section "applications for exemptions are strongly encouraged to be made in the months of September and October of each year"

Attorney Reich replied that the regulations will be approved by the city manager, and

that tonight is just to vote on the Ordinance itself.

Councilor Gardner brought to question the definitions of sidewalks and shared use paths and offered language to better define the sidewalk.

President Sideris replied that he believes a shared use path is not a sidewalk in front of a resident's house.

Assistant City Manager Magoon agreed with President Sideris that the two are different, and with concern of bicyclist, bikes are not supposed to be on the sidewalk to begin with.

Councilor Izzo stated that she was excited when she first heard of a snow shoveling Ordinance, but she believes that this Ordinance is aspirational and not something that is practical. She remarked that many people who walk on the sidewalk and come across a home that isn't cleared won't care if that homeowner is exempt or not, and it's still the same inconvenience. She continued to say that it will be a lot of work for the disabled and elderly to vie for exemptions, and for staff to process them. She expressed concerns of City liability if someone were to hurt themselves while shoveling, that this would pit neighbor against neighbor, and a general uncomfortableness with issuing fines.

Councilor Airasian appreciated sitting on the Joint Committee and the efforts brought forth, but with concerns to liabilities, resources, and uncertainties he does not support mandating residents to shovel their sidewalks. He stated that he hoped that people would do the right thing to clear the sidewalks and help those that can't.

Councilor Gannon stated he believed the Ordinance would help the elderly to age with dignity, and make the City more accessible. He reiterated that to be forced onto the street while walking or pushing baby carriages is a clearly a safety issue. He stated that he was a part of putting in place the ordinance to prohibit individuals from throwing snow on to the street, as well as commercial property owners to clear their frontage of sidewalks, and that that changed behaviors. He recognized that that the change may not happen right away, but encouraged behaviors will change the landscape. He recalled a story of a first grade classmate in Watertown who went out into the street and was struck and killed. With regard to the exemptions, he said there are many exemptions that currently exist in Watertown where individuals must present documentation to qualify. He concluded that he was in support of the Ordinance and urged his fellow Councilors to vote yes.

Councilor Piccirilli addressed why they were doing it, which was that it came from recommendations from residents who walk, who have children, who have dogs, who are differently abled, and who use public transportation. He continued to say that Boston and Cambridge have had residential snow shoveling ordinances for decades, and that Belmont, Newton, and Waltham have and continue to expand those similar laws. He

stated that he believes that the outcome of the joint meetings was a simple and clear law. He stated that this is put on as an addition to the current commercial snow shoveling laws, that violators will be addressed via complaints and not via some sort of newly hired task force. He recognized that they didn't have data as of yet, but that they plan to collect data this year and address it this spring. He continued to say that most of the problems come from scofflaws, but that they can't be held accountable if there is not a law in place. He stated that implementation of the Ordinance would not increase liability of the homeowner or City. He concluded that the community's goal is to create a safer and more accessible community, and that this law is a good step in that direction.

Councilor Feltner stated her support for the Ordinance. She addressed the fear from some that there is going to be a team of enforcers going after the public, but that that is not the intent or reality. Instead, it is similar to many other ordinances that already exist that are aimed to improve the quality of life in town. She concluded that we are all in this together to make the community safer.

Councilor Palomba recognized that the implementation of the regulations is the responsibility of the City Manager, but asked if there is a way to alert the public when the cessation of the storm begins so that they understand when they need to shovel the sidewalk. He also asked if there could be a possibility of the DPW shoveling the sidewalks of those who are exempt.

Councilor Piccirilli stated that he believed it to be appropriate to recommend a motion to not issue fines for this winter season for residential properties if the Ordinance passes.

Attorney Reich agreed that that could be considered as an amendment. He also addressed Councilor Izzo's concern with liability on behalf of the City, and that there are many exemptions that would relieve the City of liability, and that the mere implementation of an ordinance on its own does not impute liability onto a person. He concluded that the City isn't liable for individuals who injure themselves due to shoveling.

President Sideris stated that he does not support the Ordinance because it has too many flaws. He remarked that it took years to get traction when going against commercial owners. He stated that he would have preferred to start to go after known scofflaws and absentee owners as opposed to the community on a whole. He expressed that he saw many potential pitfalls including a street where many houses are exempt, and reiterated the lack of resources to clean the streets as illustrated by Manger Proakis let alone sidewalks. He pointed to the idea that neighbors will be pitted against each other.

Councilor Piccirilli moved to amend the original motion with the request that the administration not issue fines under 96.26 for residential properties for this winter season and Councilor Feltner seconded.

The amendment passed unanimously in a Voice Vote.

President Sideris asked for a Roll Call for the Ordinance as amended.

The Ordinance passed 6 (Bays, Gannon, Feltner, Piccirilli, Palomba, Gardner) to 3 (Airasian, Izzo, Sideris) in a Roll Call Vote.

B. Public Hearing and Vote on a Proposed Ordinance requiring Closed Captioning for Public Facing Television

President Sideris stated that this was brought forward by the Commission on Disability with the purpose to expand accessible communication in places of public communication.

Assistant City Manager Magoon stated that this was modeled after a Boston ordinance in effort to allow the hearing impaired to have access to what is being broadcast on public facing televisions.

Councilor Piccirilli moved to adopt the Ordinance as presented and Councilor Feltner seconded.

The Ordinance passed unanimously in a Roll Call Vote.

C. First Reading on a Proposed Loan Order That the sum of \$498,000 is appropriated to pay costs of improvements at Saltonstall Park, including the demolition and removal of existing lighting and furnishing of new Musco or other sports lighting and appurtenances, and further including the payment of all costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor

City Manager Proakis presented the First Reading and specified that this Loan Order is strictly for electrical and lighting upgrades as well as upgrades to the playing field and basketball court, but not to be confused with other projects happening in Saltonstall Park. He went on to mention that the \$498,000 is higher than the original \$300,000 as set out by the CIP, and that DPW will be prepared to discuss this.

7. MOTIONS, ORDERINANCES, ORDER, AND RESOLUTIONS

- A. An Order Relative to a Private Way Easement Agreement (66 Galen Street), a Highway Easement Agreement (66 Galen Street), a Highway Easement Agreement (51-57 Water Street), and a Public Parks Easement (Galen Street) to be Conveyed to the City of Watertown and Authorizing the City Manager to Execute the Easements on Behalf of the City

City Manager Proakis stated that the easements were reviewed by K.P. Law who believes they are in proper order.

Councilor Piccirilli moved to approve the Order and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

- B. Amendment to the Cultural District Resolution, originally approved on November 14, 2023, to change the effective timeframe of the district from 5 years to 10 years

Assistant City Manager Magoon stated that the model language from the Mass Cultural Council has changed from a duration of 5 years to 10 years and this amendment reflects that.

Councilor Piccirilli moved to amend the Culture District Resolution and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

8. REPORTS OF COMMITTEES

- A. Committee on Economic Development & Planning Report regarding its meeting on December 18, 2023 - Feltner, Chair

ACTION ITEM:

Recommend that the City Council confirm Robert Bloomberg for reappointment as the Historical Society member to the Historic District Commission for a term to expire November 15, 2026.

ACTION ITEM:

Recommend that the City Council confirm Jae Hyoung Kim for reappointment as the AIA member to the Historic District Commission for a term to expire November 15, 2026.

Councilor Feltner presented the report.

Councilor Piccirilli moved to accept the report and Councilor Palomba Seconded.

The motion passed unanimously in a Voice Vote.

Councilor Piccirilli moved to approve the Action Items and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

9. NEW BUSINESS

President Sideris stated that the City Manager has brought forward Kim Netter to replace a newly open spot on the Board of Health which will be referred to the Committee on Human Services for confirmation.

Councilor Piccirilli moved to make the referral and Councilor Feltner seconded.

The motion passed unanimously in a Voice Vote.

President Sideris then listed the following outstanding confirmations that need to be scheduled: the Licensing Board – John Labadini; the Board of Assessors - Earl Smith; the Conservation Commission - Leo Martin, Jamie O’Connell, and Maria Rose; the Stormwater Advisory Committee – Nancy Hammet and Janet Buck.

10. COMMUNICATION FROM THE CITY MANAGER

A. Request for Confirmation of Appointment and Reappointments to the Public Arts & Culture Committee

City Manager Proakis requested the confirmation of the appointment of Jason Wilson to a term expiring November 15, 2024, and the reappointing Roberta Miller and Erin Webb to terms expiring November 15, 2026.

President Sideris referred this to the Committee on Economic Development and Planning.

B. Request for Confirmation of Reappointment to the Licensing Board

City Manager Proakis requested the confirmation of the reappointment of Sandra Hoffman to the Licensing Board with a term expiring February 15, 2027.

President Sideris referred this to the Committee on Personnel and City Organization.

City Manager Proakis stated that there are two large items to discuss. The first of which regarded the process in which Watertown takes to name a square or any tangible objects after a person in town. He stated that there is a very strong and clear process for veterans, but that it is a bit disjointed to name or commemorate a memorial after non-

veterans. He continued suggest that there should be a committee put in place to review applicants, and also vet ideas of what things should take whose namesake. He stated that Deputy Manager Monea as well as President Sideris are working with him to establish this. He concluded by saying that he does not want to change anything with the current process regarding veterans, but simply wants to add an additional process for non-veterans.

City Manager Proakis then remarked on the Mt. Auburn Corridor Project. He stated that is the largest and most significant contracted construction project that Watertown will see for a long time, and it is one that will take three or four construction seasons to complete which is due to start this spring. He continued to say that his administration has contacted Mass DOT and informed them that if Newport Construction, the company used for some road and sidewalk projects including Highland Ave, were to bid on a new project for Watertown, that the City would hold the position that it does not consider them to be a responsible builder. He continued to say that Mass Dot explained that they have a three-year period for their pre-qualified contractors in which they are determined to be capable of doing work, and that Newport is pre-qualified and currently in the 3-year free to work term. He remarked that Watertown has its own performance evaluation forms and scored Newport a 70 out of 100.

As it so happens, Newport did bid on the Mt. Auburn Project, was the lowest bidder by a substantial margin (approximately \$5 million), and because the Mass DOT (funding the project) technically considers them to be responsible with regard to their 3-year term, Newport was awarded the bid.

City Manager Proakis stated he was given a “110 agreement”, which to his first understanding meant that overages that go over 110% of the initial cost of the project would be incumbent upon the City to pay. He expressed his initial concern due to the fact that he doesn’t consider the contractor to be responsible, yet he is forced to hire them. However, he relayed that the 110 agreement applied to overages due to design flaws that would have stemmed from the designs that the City was responsible for, and that construction overages would be solely on the contractor.

He continued to say that he had healthy conversation with officials in District 6 that will be working on the project in tandem with the contractor, and expressed concerns with contractor’s performance, keeping access to local businesses open during construction, and the order of taking where the city has paid abutters so that they can do the construction. Those discussions led to a quelling of some concerns, but when he asked if there was any way to not use Newport, the answer was that the City would have to pull back the entire project and completely redesign and submit – which would likely lead to loss of funding from the state.

He then remarked that he has already begun a collaborative effort with District 6 to make hold the contractor accountable, and not allow any causal excuses of delays or overages. The goal is to limit the amount of opportunities where the contractor can attempt to elude responsibility.

He concluded in saying that he believes the project will be very important and that he is confident it will be a better street going forward. With that said, he stated he will sign the 110 agreement to begin the process and is eager to work very closely and diligently to

help ensure the project's success.

City Manager Proakis continued to state other smaller matters including the following: Christmas trees will be collected through two weeks on trash collection days, that DPW requests all trash and recycling be placed on the curb the night prior to collection, the Clerk's Office will be mailing out Vote By Mail applications, the 2024 census is being mailed out to be filled, the city will be hosting a Health and Human Services forum, that there will be a meeting on Sullivan Playground upgrades, and that the Administration Building will be closed for Martin Luther King Day.

11. REQUESTS FOR INFORMATION

Councilor Bays asked to clarify the process on exemptions for the Snow and Ice Removal Ordinance with regard to whether a handicap placard would suffice, and also what documents to present in terms of financial hardships.

12. ANNOUNCEMENTS

Councilor Bays announced the MLK Day Unity Breakfast.

13. PUBLIC FORUM

There were no participants in Public Forum.

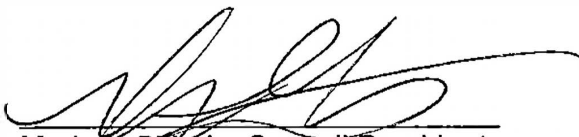
15. RECESS OR ADJOURNMENT

Councilor Piccirilli made a motion to adjourn and Councilor Feltner seconded.

The motion was adopted unanimously in a Voice Vote.

The meeting adjourned at 9:46 p.m.

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above minutes were adopted by a vote of 9 for, 0 against, 0 present on January 23, 2024.



Mark S. Sideris, Council President
s:/BTM

ELECTED OFFICIALS

Mark S. Sideris,
Council President

Caroline Bays,
Councilor At Large

Nicole Gardner,
District A Councilor

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

John G. Gannon,
Councilor At Large

Lisa J. Feltner,
District B Councilor

John M. Airasian,
Councilor At Large

Anthony Palomba,
Councilor At Large

Emily Izzo,
District D Councilor

City Council Meeting
Tuesday, January 9, 2024 at 7:00 PM
Richard E. Mastrangelo Council Chamber
Administration Building, 149 Main Street
List of Documents

1. Manager's Goals for FY24 – 6A
2. Residential Snow and Ice Removal Ordinance - Item 7A
3. Closed Captioning Ordinance– Item 7B
4. Saltonstall Park Proposed Loan Order – Item 7C
5. Galen and Water Street Easements – Item 8A
6. New Cultural District Resolution – Item 8B
7. Committee on Economic Development & Planning Report from 12/18/23 – Item 9A
8. Request for Confirmation – Public Arts & Culture Committee – Item 11A
9. Request for Confirmation – Licensing Board – Item 11B

**ADDENDUM TO THE
MINUTES OF THE JANUARY
9, 2024 CITY COUNCIL
MEETING**



City Council Meeting

Tuesday, January 9, 2024 at 7:00 PM
Richard E. Mastrangelo Council Chamber

Agenda

ACCESS INFORMATION:

- A. This meeting will be held on January 9, 2024 at 7:00 P.M. Location: Richard E. Mastrangelo Council Chamber
- B. The meeting will be televised through WCATV (Watertown Cable Access Television): <http://vodwcatv.org/CablecastPublicSite/watch-now?site=3>
- C. The Public may join the virtual meeting online: <https://watertown-ma.zoom.us/j/92991331344>
- D. Public may join the virtual meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 929 9133 1344
- E. Public may comment through email: vpiccirilli@watertown-ma.gov
- F. Please Visit the City Council Website here: <https://www.watertown-ma.gov/350/City-Council>

-
- 1. ROLL CALL
 - 2. PLEDGE OF ALLEGIANCE
 - 3. ORGANIZATION
 - A. Selection of the City Council Vice President
 - B. Selection of Seating Assignments for City Council Members
 - 4. PUBLIC FORUM
 - 5. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS
 - A. Minutes from City Council Meeting December 12, 2023
 - 6. PRESIDENT'S REPORT
 - A. Move Budget Submittal Date to April 23, 2024
 - B. Submit City Manager's Goals for Fiscal Year 2024
 - C. Committee Assignments of City Council Members
 - D. Refer to the Committee on Rules and Ordinances for a review of the Council Rules for this term
 - 7. PUBLIC HEARINGS
 - A. Public Hearing and Vote on a Proposed Ordinance regarding Snow and Ice Removal

- B. Public Hearing and Vote on a Proposed Ordinance requiring Closed Captioning for Public-Facing Televisions
 - C. First Reading on a Proposed Loan Order That the sum of \$498,000 is appropriated to pay costs of improvements at Saltonstall Park, including the demolition and removal of existing lighting and furnishing of new Musco or other sports lighting and appurtenances, and further including the payment of all costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor
8. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS
- A. An Order Relative to a Private Way Easement Agreement (66 Galen Street), a Highway Easement Agreement (66 Galen Street), a Highway Easement Agreement (51-57 Water Street) and a Public Parks Easement (66 Galen Street) to be Conveyed to the City of Watertown and Authorizing the City Manager to Execute the Easements on Behalf of the City
 - B. An Amendment to the Cultural District Resolution, originally approved on November 14, 2023, to change the effective timeframe of the district from 5 years to 10 years
9. REPORTS OF COMMITTEES
- A. Committee on Economic Development & Planning Report regarding its meeting on December 18, 2023 - Feltner, Chair
- ACTION ITEM:
Recommend that the City Council confirm Robert Bloomberg for reappointment as the Historical Society member to the Historic District Commission for a term to expire November 15, 2026.
- ACTION ITEM:
Recommend that the City Council confirm Jae Hyoung Kim for reappointment as the AIA member to the Historic District Commission for a term to expire November 15, 2026.
10. NEW BUSINESS
11. COMMUNICATIONS FROM THE CITY MANAGER
- A. Request for Confirmation of Appointment and Reappointments to the Public Arts & Culture Committee
 - B. Request for Confirmation of Reappointment to the Licensing Board
12. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS
13. ANNOUNCEMENTS
14. PUBLIC FORUM
15. RECESS OR ADJOURNMENT

ELECTED OFFICIALS

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large
Nicole Gardner,
District A Councilor

District C Councilor
John G. Gannon,
Councilor At Large
Lisa J. Feltner,
District B Councilor

Anthony Palomba,
Councilor At Large
Emily Izzo,
District D Councilor

CITY COUNCIL ATTENDANCE
MEETING DATE: JANUARY 9, 2024

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to elect Councilor Piccirilli as Vice President of the City Council for the 2024-2026 term.

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to accept the minutes from City Council Meeting December 12, 2023.

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to move the budget submittal date to April 23, 2024.

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to accept the City Manager's FY24 Goals.

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to refer the review of Council Rules to the Committee on Rules and Ordinances.

CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to amend the presented Snow and Ice Removal Ordinance to not issue fines under 96.26 for residential properties for this winter season²₂₄

CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024

	YES	NO	PRESENT
JOHN M. AIRASIAN	_____	___X___	_____
CAROLINE BAYS	___X___	_____	_____
LISA J. FELTNER	___X___	_____	_____
JOHN G. GANNON	___X___	_____	_____
NICOLE GARDNER	___X___	_____	_____
EMILY IZZO	_____	___X___	_____
ANTHONY PALOMBA	___X___	_____	_____
VINCENT J. PICCIRILLI JR.	___X___	_____	_____
MARK S. SIDERIS, COUNCIL PRESIDENT	_____	___X___	_____

Motion to adopt the new Snow and Ice Removal Ordinance as amended.



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ORDINANCE # |

2024 – O – |

ORDINANCE TO AMEND CHAPTER 96 SUBCHAPTER II – SNOW AND ICE REMOVAL

WHEREAS: Snow and ice removal ordinance is defined by Title IX: General Regulations Chapter 96 Subchapter II of the Ordinances of the City of Watertown; and,

WHEREAS: Snow and ice removal Ordinance on public ways was originally established in 1982; and,

WHEREAS: Amendments to this subchapter have been voted into code, most recently in 2016; and,

WHEREAS: Watertown's City Council's Joint Committee consisting of the Committee on Public Works and the Committee on Rules and Ordinances convened on November 14, 2023 to continue discussion to make recommendation to amend the snow and ice removal ordinance;

NOW THEREFORE BE IT ORDAINED: That Chapter 96 Subchapter II of the Ordinance of the City of Watertown is amended as follows:

§ 96.25 **Snow and ice on public way.**

[1982 Code, Ch. VII, § 5; amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; amended Ord. 38, passed 5-13-1997; amended Ord. 13, passed 3-11-2003]

No person or entity, regardless of its ownership, tenancy, or other status or relationship to any real property, nor any agent, employee, contractor, or servant of any such person or entity, shall place, throw, plow or in any way move, any snow or ice onto any portion of the City's streets and ways. Without limiting the generality of the foregoing, streets and ways shall include the vehicular pavement, sidewalks, ramps, islands, and medians, whether used by vehicles or pedestrians. Notwithstanding the foregoing, however, this section shall not be construed to prohibit owners or lawful occupants of residential premises from placing snow and ice on the sidewalks immediately adjacent to the driveway opening as long as a minimum 42-inch pathway along the sidewalk, or the full width of the sidewalk if narrower, is provided for passage within 24 hours of cessation of snow, sleet or freezing rain.

§ 96.26 Removal of snow and ice on sidewalks by abutting property owners

[Ord. 39, passed 5-13-1997]

(A) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

SIDEWALK(S)

That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, paved and intended for the use of pedestrians.

SMALL RESIDENTIAL PROPERTIES

Any residential property with one, two or three residential units contained within.

ABUTTING PROPERTY OWNERS

The legal owners of real property abutting on a public street or way and, if in question, as determined by the Zoning Enforcement Officer.

(B) Snow and ice to be removed from sidewalks by abutting property owners.

(1)

(a) In order to provide for safe pedestrian passage and universal access, abutting property owners shall remove and clear away, or cause to be removed and cleared away, snow and ice from a path of at least 42 inches, or to the full width of the sidewalk if narrower, from that portion of the sidewalk which abuts their property. For properties abutting sidewalks with curb cuts, ramps, and other access points, abutting property owners shall provide unimpeded access to the street.

(b) Except as provided in (B)(2), snow and ice shall be removed from sidewalks within 24 hours of cessation of snow, sleet or freezing rain.

(2) In the event that snow and ice on a sidewalk have become so hard that it cannot be removed without likelihood of damage to the sidewalk, abutting property owners shall, within the time mentioned in this section, cause enough sand or melting agent to be put on the sidewalk to make travel thereon reasonably safe, and thereafter, as soon as weather permits, shall cause a path to be cleared of such snow and ice of at least 42 inches in width, or to the full width of the sidewalk if narrower.

(3) In the event of a declaration of a State of Emergency by the Governor, applicable to an area of the Commonwealth which includes the City of Watertown, as a result of snow, sleet or freezing rain, the provisions of this section shall be suspended for a period of 24 hours after the cessation of the fall of such snow, sleet or freezing rain or until the end of the State of Emergency, whichever is the latest to occur. The City Manager may extend the deadlines set forth above as conditions may warrant.

§ 96.27 Enforcement of snow and ice removal.

[1982 Code, Ch. VII, § 5(C); amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; Ord. 39, Sec. C (2), passed 5-13-1997; amended Ord. O-2016-47, passed 8-9-2016]

The City Manager, the Superintendent of Public Works, all Watertown police officers, the

Code Enforcement Officer, and any other City employees from time to time designated by the City Manager, are empowered and authorized to enforce § 96.25 and § 96.26.

§ 96.99 Penalty.

[1982 Code, Ch. VIII, § 24; 1982 Code, Sec. 5(B); amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; Ord. 39, passed 5-13-1997; amended Ord. O-2016-47, passed 8-9-2016]

(A) The penalty for violation of § 96.16 shall be \$200.

(B) Anyone violating the prohibitions of § 96.25 of this chapter shall be subject to a specific penalty of a fine in an amount up to \$300 for each offense. The fine structure is as follows:

(1) All first violations: Documented warning.

(2) Subsequent violations:

(a) Residential (less than six dwelling units):

1. Manual snow shoveling:

a. Second violation: \$25 fine.

b. Third or more violations: \$50 fine.

2. Mechanized snow shoveling:

a. Second violation: \$25 fine.

b. Third violation: \$100 fine.

c. Fourth or more violations: \$300 fine.

(b) Commercial and six or more dwelling units residential:

1. Manual snow shoveling:

a. Second violation: \$50 fine.

b. Third or more violations: \$300 fine.

2. Mechanized snow shoveling:

a. Second violation: \$150 fine.

b. Third or more violations: \$300 fine.

(C) Anyone violating § 96.26 of this chapter shall be fined as follows:

(1) For Small Residential Properties

a. First Violation: documented warning

b. Second Violation: \$50

c. Third and Subsequent Violations: \$100 for the third and all subsequent violations in the same winter season

(2) For All Other Properties

a. First Violation: documented warning

b. Second Violation: \$100

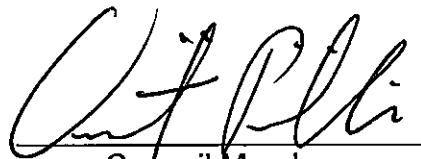
c. Third Violation: \$200

d. Fourth and Subsequent Violations: \$300 for a fourth and all subsequent violations during the same winter season

(D). Exemptions. The City Manager may issue regulations providing exemptions from this section for residents who are unable to meet the physical requirements of this section, particularly for low-income, elderly, or disabled residents, or for other unusual circumstances.

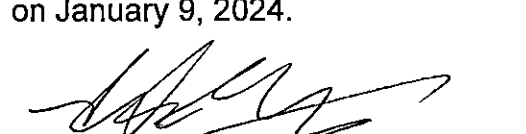
(E) These penalties may be enforced by non-criminal disposition procedures pursuant to Mass. Gen. Laws Ch. 40, § 21D and § 35.05 of this code.

(F) Any person violating any other provision of this chapter shall be punished according to **§ 10.99** of this code.



Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Ordinance was adopted by a vote of 6 for, 3 against, and 0 present on January 9, 2024.



Brendan T. McCarthy, Council Clerk



Mark S. Sideris, Council President

ELECTED OFFICIALS

Mark S. Sideris,
Council President

Caroline Bays,
Councilor At Large
Nicole Gardner,
District A Councilor

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor
John G. Gannon,
Councilor At Large
Lisa J. Feltner,
District B Councilor

John M. Airasian,
Councilor At Large

Anthony Palomba,
Councilor At Large
Emily Izzo,
District D Councilor

Watertown Ordinance.

SUBCHAPTER II Snow and Ice Removal

§ 96.25 **-Snow and ice on public way.**

[1982 Code, Ch. VII, § 5; amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; amended Ord. 38, passed 5-13-1997; amended Ord. 13, passed 3-11-2003]

No person or entity, regardless of its ownership, tenancy, or other status or relationship to any real property, nor any agent, employee, contractor, or servant of any such person or entity, shall place, throw, plow or in any way move, any snow or ice onto any portion of the City's streets and ways. Without limiting the generality of the foregoing, streets and ways shall include the vehicular pavement, sidewalks, ramps, islands, and medians, whether used by vehicles or pedestrians. Notwithstanding the foregoing, however, this section shall not be construed to prohibit owners or lawful occupants of residential premises from placing snow and ice on the sidewalks immediately adjacent to the driveway opening as long as a minimum 42-inch pathway along the sidewalk, or the full width of the sidewalk if narrower, is provided for passage within 24 hours of cessation of snow, sleet or freezing rain.

§ 96.26 **Removal of snow and ice on sidewalks by abutting property owners**

[Ord. 39, passed 5-13-1997]

(A) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

SIDEWALK(S)

That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, paved and intended for the use of pedestrians.

SMALL RESIDENTIAL PROPERTIES

Any residential property with one, two or three residential units contained within.

ABUTTING PROPERTY OWNERS

The legal owners of real property abutting on a public street or way and, if in question, as determined by the Zoning Enforcement Officer.

(B) Snow and ice to be removed from sidewalks by abutting property owners.

(1)

(a) In order to provide for safe pedestrian passage and universal access, abutting property owners shall remove and clear away, or cause to be removed and cleared away, snow and ice from a path of at least 42 inches, or to the full width of the sidewalk

if narrower, from that portion of the sidewalk which abuts their property. For properties abutting sidewalks with curb cuts, ramps, and other access points, abutting property owners shall provide unimpeded access to the street.

(b) Except as provided in (B)(2), snow, and ice shall be removed from sidewalks within 24 hours of cessation of snow, sleet or freezing rain.

(2) In the event that snow and ice on a sidewalk have become so hard that it cannot be removed without likelihood of damage to the sidewalk, abutting property owners shall, within the time mentioned in this section, cause enough sand or melting agent to be put on the sidewalk to make travel thereon reasonably safe, and thereafter, as soon as weather permits, shall cause a path to be cleared of such snow and ice of at least 42 inches in width, or to the full width of the sidewalk if narrower.

(3) In the event of a declaration of a State of Emergency by the Governor, applicable to an area of the Commonwealth which includes the City of Watertown, as a result of snow, sleet or freezing rain, the provisions of this section shall be suspended for a period of 24 hours after the cessation of the fall of such snow, sleet or freezing rain or until the end of the State of Emergency, whichever is the latest to occur. The City Manager may extend the deadlines set forth above as conditions may warrant.

§ 96.27 **Enforcement of snow and ice removal.**

[1982 Code, Ch. VII, § 5(C); amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; Ord. 39, Sec. C (2), passed 5-13-1997; amended Ord. O-2016-47, passed 8-9-2016]

The City Manager, the Superintendent of Public Works, all Watertown police officers, the Code Enforcement Officer, and any other City employees from time to time designated by the City Manager, are empowered and authorized to enforce § 96.25 and § 96.26.

§ 96.99 **Penalty.**

[1982 Code, Ch. VIII, § 24; 1982 Code, Sec. 5(B); amended Ord. 90, passed 12-10-1991; amended Ord. 4, passed 1-28-1992; Ord. 39, passed 5-13-1997; amended Ord. O-2016-47, passed 8-9-2016]

(A) The penalty for violation of § 96.16 shall be \$200.

(B) Anyone violating the prohibitions of § 96.25 of this chapter shall be subject to a specific penalty of a fine in an amount up to \$300 for each offense. The fine structure is as follows:

(1) All first violations: Documented warning.

(2) Subsequent violations:

(a) Residential (less than six dwelling units):

1. Manual snow shoveling:

a. Second violation: \$25 fine.

b. Third or more violations: \$50 fine.

2. Mechanized snow shoveling:

a. Second violation: \$25 fine.

b. Third violation: \$100 fine.

c. Fourth or more violations: \$300 fine.

(b) Commercial and six or more dwelling units residential:

1. Manual snow shoveling:

a. Second violation: \$50 fine.

b. Third or more violations: \$300 fine.

2. Mechanized snow shoveling:

a. Second violation: \$150 fine.

b. Third or more violations: \$300 fine.

(C) Anyone violating § 96.26 of this chapter shall be fined as follows:

(1) For Small Residential Properties

a. First Violation: documented warning

b. Second Violation: ~~-\$50~~

c. Third and Subsequent Violations: ~~-\$100~~ for the third and all subsequent violations in the same winter season

(2) For All Other Properties

a. First Violation: documented warning~~;~~

b. Second Violation: \$100

c. Third Violation: \$200

d. Fourth and Subsequent Violations: \$300 for a fourth and all subsequent violations during the same winter season~~;~~

(D). Exemptions. The City Manager may issue regulations providing exemptions from this section for residents who are unable to meet the physical requirements of this section, particularly for low-income, elderly, or disabled residents, or for other unusual circumstances.

(E) These penalties may be enforced by non-criminal disposition procedures pursuant to Mass. Gen. Laws Ch. 40, § 21D and § 35.05 of this code.

(F) Any person violating any other provision of this chapter shall be punished according to § 10.99 of this code.

| [891668/WATR/0103](#)



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

Committee on Public Works

Councilor Piccirilli, Chair, Lisa Feltner, Vice Chair, Councilor Palomba, Secretary

Committee on Rules and Ordinances

Councilor Gannon Chair, Councilor Airasian, Vice Chair, Councilor Feltner, Secretary

Committee Report

November 14, 2023

The meeting took place on Monday, September 25 at 6:30 PM in the City Council Chambers on the second floor of City Hall. It was a hybrid meeting which allowed for the public to join via Zoom. It was also being recorded by Cable Access TV. The public was able to submit comments by email to apalomba@watertown-ma.gov.

Those attending included all the members of the Committee on Public Works and the Committee on Rules and Ordinances (see above) as well as City Council President Sideris and Councilor Gardner. Also attending were Steve Magoon, Assistant City Manager and Director of the Department of Community Development and Planning, Michael Albano, Zoning Code Enforcement Officer, and Andy Campagna from the Bicycle Pedestrian Committee. Joining on Zoom were Greg St. Louis, Superintendent of the Department of Public Works, Dean Martino, Susan Flint from Watertown for All Ages, Joan Gumbleton, and Cindy Wentz.

PLEASE NOTE: The meeting lasted nearly 3 hours and 30 minutes. The minutes represent an effort to report on key discussions and decisions. Please visit

<http://vodwcatv.org/CablecastPublicSite/show/2772?site=3> to view the full recording of the meeting.

The purpose of the meeting was to continue discussion in order to make recommendations on a Sidewalk Snow Shoveling Ordinance.

Councilor Piccirilli asked that the Committees refer to the Sidewalk Snow Shoveling Exemptions – Regulations for Watertown Ordinance draft dated 12/13/22 from the Administration (see the attachment). It should be noted that the Exemptions are appearing in the Regulations and not in the Ordinance because it allows for changes to be made based on new information without amending the Ordinance.

There are two major reasons for allowing an exemption –

- 1) The applicant must be over 65 years of age or have a disability
AND
- 2) be income eligible.

In addition “all members of the household or residential structure must qualify”.

(Please see the draft for specifics about income limits and proof of disability.)

There was also an exemption that the City Manager or designee could make for unusual or extenuating circumstances, such as corner lot where snow has been piled.

In response to a question about what exemptions other communities have in their snow shoveling ordinances, Mr. Magoon noted that Belmont only allows an exemption if the owner is going to be

absent for more than five days and that Newton does allow for exemptions based on hardship and health and based on financial or religious circumstances.

Discussion Among Members of the Committees

There was little discussion regarding the issue of age or disability, but significant discussion regarding the income requirement and the requirement that all members of the household or residential structure must also be over 65 years of age or have a disability AND be income eligible.

Regarding the income limits, there was a suggestion that an owner who is renting apartments may not be eligible for an exemption because they are running a business and therefore might not meet the income requirements. However it was pointed out that even if this is so the expenses of running a business may exceed the rental income and thus the owner may still qualify. It was suggested that the income limits be a combination of income and assets which is what the Assessor uses when determine if a senior qualifies for a tax exemption. Finally, there was the question of how “income” is calculated by HUD – is it total income or adjusted income. This discussion did not result in any changes to the draft Regulations.

There was more discussion regarding the requirement that all members of the household qualify for an exemption. During the discussion we learned that tenants are not responsible for shoveling any area rather it is the owner who is responsible, by state law, to clear the path between the house and the sidewalk and the driveway. The Ordinance would now make the owner also responsible for clearing the sidewalk in front of their property. We also learned that a personal care attendant cannot be considered a member of a household as they are usually an employee of an agency. In addition it was clarified that a condo association would be responsible for shoveling and would not be exempt and the association would be ticketed if the sidewalk was not cleared.

A key issue was whether anyone in the household, who does not qualify for the exemption, could be responsible for shoveling the sidewalk. For example, if a son or daughter is living with their mother who owns the property and who is 65 years of age or has a disability and meets the income limits, then there would be no exemption, since not everyone in the household qualifies.

Related was the concern of what is meant by “residential structure”. If a father and mother live on the first floor of a two family house and their daughter and her family live on the second floor, but do not pay rent, can the house be exempt. In such a situation, which is not usual, the property would not be exempt since the Regulations reads “All members of the household or residential structure must be qualified.” (Note: While there is a definition in the Ordinance for “small residential property”, there is no definition for “household” or “residential structure”.)

Eventually, Councilor Feltner made a motion to strike the words “or residential structure” from 1D which was seconded by Councilor Palomba. Following additional discussion and a statement by Councilor Gannon that his ultimate goal throughout the process is to make Watertown a more walkable city and that exemptions should not be given easily, the motion passed 4 in favor and 1 opposed, with Councilor Gannon voting against the motion.

The members of the Committees agreed to three additional changes to the Regulations.

- 1) Under Application – #4 the Committees agreed to add the Commission on Disabilities, the Watertown Police Department, and the Department of Public Works.
- 2) Under Application – #3 the Committees agreed to add the words “to be appointed by the Manager” at the end of the first sentence.
- 3) Under Application – #5 The Committees agreed to add the words “to household receiving an exemption” after the word, “assistance”.

Councilors Feltner and Gardner raised a concern about the narrowness of #2 under Application as it could be read to imply that applications can only be made in September and October and did not take into account a variety of possibilities such as someone became disabled after those dates. It was decided that the Administration could address these and other similar situations and that the intention was to get as many applications as possible submitted so a list of exempt properties could be developed and ready to be distributed to the departments listed above. It was noted that resident Cindy Wentz agreed with Councilors Gardner and Councilor Feltner that #2 was not clear and would be interpreted to mean applications were only accepted in September and October.

The discussion on the exemptions concluded and the Committees moved on to a number of specific questions that had been brought up at an earlier meeting.

1) The first question was addressed to the Administration regarding how exemptions would be managed, particularly where there is an exemption on a sidewalk that has a high volume of users or is on a busy road. Mr. Magoon spoke about the volunteer program through the Recreation Department and Senior Services, but noted that there are more requests for help than there are students to help. Another suggestion was to pay students but upon discussion with the Recreation Department it was determined that there are not a lot of students willing to work in the winter months during school. There was also consideration of hiring snow removal crews. However at this time the Administration has not approved spending money to shovel the walks of exempt properties, in part because there is no data yet on how many exemptions there will be. Continued discussion included the following suggestions:

- a) Estimate the cost of hiring crews based on the square footage that would need to be shoveled and the number of anticipated exempt properties.

- b) Appeal to neighbors to help those whose properties are exempt and possibly creating a “Help Your Neighbor” campaign.
- c) Call on the many civic groups in the City to have their members be responsible for a certain number of exempt properties.

Mr. Magoon offered that he would speak with the Administration and others and come up with a one-page statement about the approach that will be followed to address this particular problem and share it with the Committees.

2) The next question was about enforcement. After a discussion with the Committee members and Mr. Magoon there was consensus that:

- a) There should be a robust awareness/education campaign about the new Ordinance using the City’s social media platforms, the web pages of individual departments, and the outreach capacities of civic groups – Watertown Business Coalition, Watertown Community Foundation, etc.
- b) The City does not have the resources to actively look for those individuals who do not comply with the Ordinance and that enforcement will continue to be compliant driven.
- c) That the City’s main goal on all code-related issues is compliance not punishment.
- d) That it is possible to go through the first winter only issuing warnings except for those individuals who are continually in violation of the Ordinance.
- e) That the City, depending on the availability of staff, would re-inspect properties that have been issued a warning and if the walk has not been shoveled they would issue a ticket.
- f) Enforcement personnel hope to have hand-held devices that would produce the ticket at the location and would flag a property that has already been warned or ticketed. Presently this is not possible.
- g) The Administration will develop a one-page statement about how enforcement would work during the first year the Ordinance and share it with the Committees.

3) The next issue had to do with the shoveling of sidewalks abutting city property. We received a list of all bus stops and crosswalks cleared by the Department of Public Works as well as a list of school sidewalk routes that are cleared (see the attached lists and related memo from Superintendent St. Louis). Councilor Piccirilli noted that there are a significant number of sidewalks abutting city properties and asked how these walks would be cleared and what department would be responsible for doing it. He also was concerned about snow plow operators leaving large piles of snow on the corners and crosswalks of intersections. Superintendent St. Louis said that DPW does shovel the walks abiding city property but may not do it until a day or two after the snowfall. He also stated that if DPW was to shovel all the walks abiding City properties in the 24-hour period required by the Ordinance it would require more personnel and additional financial resources.

4) There was a discussion of properties that do not naturally abut a resident’s property (for example on Arsenal Street near Toyota), that are under the control of DCR (for example on Wheeler Street), and that are simply not tended to by DPW (for example on Cozy Street). The Committee agreed to request that DPW create memo that includes a complete inventory of all city-owned streets, state properties, and special situation such as the Arsenal Street example (above), prioritize the inventory based on factors such as level of use, offer a strategy of how to clear those priorities, and include an estimate of what resources would be needed to do so. There were two additional requests to this memo:

- a) Clarify and update two lists of sidewalks that DPW says are plowed – “Bus Stops and Crosswalks to be Cleared” and “School Sidewalk Routes”, and
- b) Address the problem of snow plow operators plowing corners of intersection in such a way that result with high piles of snow at the crosswalk and the corner of the intersection.

5) Councilor Gannon identified a mistake in the Ordinance in E under Section 96.99 Penalty such that 35.05 should read “36.06 of the code”.

6) Regarding a concern raised at the last meeting, it was stated that the opinion of the City’s attorney was that the word “anyone” that appears in Section 96.99(C) under Section 96.99 Penalty in the Ordinance does not need to be changed to “abutting property owner” (see the attached memo from KP Law).

Discussions of Motions

The Committees turned their attention to possible motions. The following motion was put forth by Councilor Feltner and was seconded by Councilor Gannon.

Three Part Motion/ACTION ITEM

- a) The Committees ask the Administration to have KP Law review the final draft of the proposed Ordinance.**
- b) The Committees ask the Council President to bring the proposed Ordinance forward for a first reading after the KP Law review.**
- c) The Committees ask the City Council to endorse the Regulations to the Ordinance.**

However before the vote on the Motion, we heard from resident Dean Martino who asked if he would be liable if someone was injured on the his sidewalk since he will now be responsible for shoveling it and could be ticketed if he does not. He was assured that he would not be liable. The liability rests with the property owner and the property under the sidewalk belongs to the City. He was also informed that he is responsible for clearing his sidewalk more than once if necessary within the 24-hour period and that he is not responsible for any damage to the sidewalk from salt he might use. Mr. Martino also asked whether students could fulfill their community service requirements by being part of the Recreation Department and Senior Services program that matches students with residents who need their sidewalks shoveled. He was told that this does happen. Finally, he pointed to the sidewalk on Main Street in front of Saltonstall Park that is not shoveled regularly.

The Committees also heard from Andy Campagna who was concerned about the probability that snow will not be removed from many of the exempt properties and that we need to manage our expectations and be prepared to address this problem. He further suggested that if the Committees are going to review the implementation of the Ordinance after the first year that the decision should be formalized. He was assured that a motion regarding revisiting the Ordinance will be presented tonight.

The Committees then voted in favor of the three-part Motion 5 – 0.

Councilor Feltner made a motion that was seconded by Councilor Palomba.

Motion/ACTION ITEM

The Committee on Public Works and the Committee on Rules and Ordinances shall review the data after the first winter but prior to May 30 to evaluate the results of the program and propose possible changes to the Ordinance and the Regulations.

Prior to voting on the motion there was a recommendation to include a date by when the data will be available and what data specifically should be required. The Committees agreed to add “but prior to

May 30” to the motion (see above). The Committees also felt confident that the Mr. Magoon understood the type of data that the Committees would need in order to properly evaluate the program.

The Motion passed 5 – 0.

Councilor Palomba made a motion that was seconded by Councilor Airasian.

Motion/ACTION ITEM

The Committees agreed to refer to the Committee on Public Works a discussion of the how the clearing of sidewalks abutting municipal and state own properties, as well as sidewalks in unusual situations, will be addressed; and a discussion of snow plowing at the corners of intersections.

The Motion passed 5 – 0.

Councilor Palomba made a motion to adjourn which was seconded by Councilor Gannon and was passed 5 – 0. The meeting adjourned at 9:53 PM.

The Minutes were prepared by Council Palomba

Sidewalk Snow Shoveling Exemptions

DRAFT: 12-13-22

Regulations for Watertown Ordinance, SUBCHAPTER II Snow and Ice Removal

§ 96.26 Removal of snow and ice on sidewalks by abutting property owners

Exemptions

1. The Watertown City Manager or designee (probably should name a designee) may exempt certain property owners who reside at an address within Watertown from the requirements of § 96.26 Removal of snow and ice on sidewalks by abutting property owners for one or more of the following reasons.
 - a. reasons of physical and financial limitations that prevent them from clearing snow from abutting sidewalks.
 - i. Applicants must be over the age of 65
OR have a disability
 - ii. AND be income eligible
 - b. Income limits are set at 50% of median household income as determined by HUD and updated from time to time. Acceptable proof of income includes a copy of SNAP EBT card, MassHealth Card, fuel assistance authorization, Watertown property tax exemption, or other income limited program, or your most recent tax return showing gross household income.
 - c. Proof of disability that would prevent snow removal activities includes information from a doctor or other health care provider, or SSDI documentation.
 - d. All members of the household or residential structure, must be qualified.
2. The City Manager or designee may also exempt property owners and properties from the requirements of § 96.26 for other unusual or extenuating circumstances including physical constraints of the specific property that make it unreasonably difficult to clear snow or for temporary circumstances that impact a property. This is for unique circumstances that are not found in other locations in the City.

Application

1. Application for Exemption is available online or from the Council on Aging. Call 617 972-6490.
2. Application can be made in the months of September and October of each year.
3. A denied application can be appealed to a Hearing Officer. A decision of the Hearing Officer is final.
4. Certified exemptions will be kept at the Council on Aging and the Zoning Office for enforcement.
5. The Recreation Department may be able to provide shoveling assistance, which is arranged on a first come first served basis.

HUD Income Limits 2021

Household size	1	2	3	4	5
Very Low Income (50% of median)	\$47,000	\$53,700	\$60,400	\$67,100	\$72,500

WATERTOWN DEPARTMENT OF PUBLIC WORKS
BUS STOPS AND CROSSWALKS TO BE CLEARED

ARLINGTON STREET

203 ARLINGTON STREET	CROSSWALK
NICHOLS & COOLIDGE HILL ROAD	CROSSWALK
ARSENAL	CROSSWALK

ARSENAL STREET

MILLER'S ALE HOUSE	BUS STOP / CROSSWALK
AT SARRIS AUTOMOTIVE	CROSSWALK
HOME DEPOT	CROSSWALK
RESIDENT INN MARRIOTT	BUS STOP / CROSSWALK
ACROSS FROM FRIENDLIES	BUS STOP
ACROSS FROM WATERTOWN MALL	BUS STOP
WATERTOWN MALL	CROSSWALK
NEXT TO OMNI FOODS	BUS STOP
ARSENAL MALL FRONT ENTRANCE	CROSSWALK
WATERTOWN MALL REAR ENTRANCES	CROSSWALK & OPEN CORNERS
AUTO ZONE	CROSSWALK
440 ARSENAL STREET	BUS STOP / CROSSWALK
SCHOOL STREET AT ARSENAL STREET	BUS STOP / CROSSWALK
TOYOTA OF WATERTOWN	BUS STOP
LOUISE	CROSSWALK EACH SIDE
BEECHWOOD	BUS STOP / CROSSWALK
187 ARSENAL	CROSSWALK
N BEACON PARK	BUS STOP
160 ARSENAL STREET	BUS STOP
IRVING STREET	BUS STOP / CROSSWALK
EDISON PLANT	BUS STOP
TAYLOR STREET (FIRESTONE)	CROSSWALK
AT SQUARE	CROSSWALK

GALEN STREET

AT SQUARE	CROSSWALK
NONANTUM	CROSSWALK
WATERTOWN ST	CROSSWALK
97 GALEN ST	BUS STOP
MORSE ST	CROSSWALK
BOYD ST	EACH BUS STOP

WATERTOWN DEPARTMENT OF PUBLIC WORKS

BUS STOPS AND CROSSWALKS TO BE CLEARED

BELMONT STREET

NEAR DUFF ST	BUS STOP AT EACH SIDE
TOWNLY ROAD	CROSSWALK
SYCAMORE STREET	CROSSWALK
CIRCUIT LANE	CROSSWALK
ORCHARD AND WAVERLEY	CROSSWALK
ORCHARD AND CARROLL	4 CORNERS

MT AUBURN STREET

17 MT AUBURN	BUS STOP
TAYLOR STREET	CROSSWALK
SUMMER STREET	CROSSWALK AT BUS STOP
PATTEN STREET	BUS STOP - EACH SIDE
IRVING STREET	CROSSWALK
133 MT AUBURN STREET	BUS STOP / CROSSWALK
COMMON STREET	CROSSWALK
195 MT AUBURN STREET	BUS STOP / CROSSWALK
WALNUT STREET	BUS STOP / CROSSWALK
254 MT AUBURN STREET	BUS STOP
271 MT AUBURN STREET	BUS STOP - EACH SIDE
305 MT AUBURN STREET	BUS STOP - EACH SIDE
348 MT AUBURN STREET	CROSSWALK
361 MT AUBURN STREET	BUS STOP - EACH SIDE
WINTHROP	BUS STOP / CROSSWALK
SCHOOL STREET	CROSSWALK
465 MT AUBURN STREET	BUS STOP
EACH BRANCH LIBRARY	CROSS WALK
535 MT AUBURN STREET	BUS STOP / CROSSWALK
ELTON AVE	CROSSWALK
7-11 MARKET	BUS STOP
TOWN DINER	BUS STOP
BIGELOW AVE	CROSSWALK
ARLINGTON STREET	CROSSWALK
705 MT AUBURN STREET (TUFTS BLDG)	BUS STOP / CROSSWALK
781 MT ABURN STREET	BUS STOP / CROSSWALK
805 MT AUBURN STREET	BUS STOP
CAMBRIDGE LINE	BUS STOP / CROSSWALK

WATERTOWN DEPARTMENT OF PUBLIC WORKS

BUS STOPS AND CROSSWALKS TO BE CLEARED

WATERTOWN STREET

194 WATERTOWN STREET	BUS STOP - EACH SIDE
STOP & SHOP ENTRANCE	CROSSWALK
HYBERNIANS	BUS STOP - EACH SIDE
FIFTH AVE	CROSSWALK
65 WATERTOWN STREET	BUS STOP
50 WATERTOWN STREET	BUS STOP
AT BUS STOP SHELTER NEXT TO RIVER	BUS STOP

MAIN STREET

ACROSS FROM LONGFELLOW RD	BUS STOP
ACROSS FROM EDWARD RD	BUS STOP
683 MAIN STREET	BUS STOP / CROSSWALK
MAIN STREET AT EVANS	BUS STOP
625 MAIN STREET	CROSSWALK AT BUS STOP
590 MAIN STREET	CROSSWALK AT BUS STOP
POLICE STATION	BUS STOP / CROSSWALK
MAIN STREET AT PILGRIM ROAD	CROSSWALK
476 MAIN STREET	BUS STOP
MAIN STREET AT LEXINGTON STREET	4 CROSSWALKS
MAIN STREET AT DUNKIN DONUTS	BUS STOP
E.C. SHAW (FRENCH STREET)	BUS STOP
MAIN STREET & WAVERLEY AVE	4 CROSSWALKS / BUS STOP
MAIN STREET AT WHITES AVE	BUS STOP
ST PATS	2 CROSSWALKS / BUS STOP
TOWN HALL	BUS STOP / CROSSWALK
POST OFFICE	CROSSWALK
ACROSS FROM FIRE DEPARTMENT	BUS STOP
85 MAIN STREET	CROSSWALK
MAIN STREET & CHURCH STREET	CROSSWALK
MAIN STREET & PLEASANT STREET	BUS STOP / CROSSWALK
WATERTOWN SQUARE	ALL CROSSWALKS & BUS STOPS
MAIN STREET AT MT AUBURN STREET	CROSSWALK

NORTH BEACON STREET

ALFRED	CROSSWALK
IRVING STREET	CROSSWALK
BEECHWOOD	CROSSWALK
LOGAN FURNITURE	CROSSWALK

SCHOOL SIDEWALK ROUTES

<u>STREET</u>	<u>AREA TO BE DONE</u>	<u>DONE</u>
WESTMINSTER AVE	SCHOOL SIDE , MAIN ST TO BANCROFT ST	
BANCROFT ST	SCHOOL SIDE, WESTMINSTER AVE TO WAVERLEY AVE	
WAVERLEY AVE	ONE SIDE, ORCHARD ST TO MAIN ST	
ORCHARD ST	ONE SIDE, COMMON ST TO LEXINGTON ST	
WARREN ST	ONE SIDE, WAVERLEY AVE TO TOWN LINE	
COMMON ST	ONE SIDE, ORCHARD ST TO COLUMBIA ST	
COMMON ST	BOTH SIDES, COLUMBIA ST TO MT AUBURN ST	
CARROLL ST	SCHOOL SIDE, ORCHARD ST TO LOWELL AVE	
LOWELL AVE	SCHOOL SIDE, CARROLL ST TO GEORGE ST	
YORK AVE	PARK SIDE	
GEORGE ST	SCHOOL SIDE, ORCHARD ST TO WILSON AVE	
BOYLSTON ST	SCHOOL SIDE, MT AUBURN ST TO CONCORD RD	
CONCORD RD	SCHOOL SIDE SIDE, FULL LENGTH	
CHAUNCEY ST	SCHOOL SIDE, CONCORD RD TO HANCOCK ST	
HANCOCK ST	SCHOOL SIDE, FULL LENGTH	
WINTHROP ST	SCHOOL SIDE, FULL LENGTH	
MAIN ST	BOTH SIDES, WATERTOWN SQ TO WALTHAM LINE AND AROUND DELTA AND BRIDGE	
NORTH BEACON ST	PERKINS SCHOOL SIDE, WATERTOWN SQUARE TO BEECHWOOD AVE	
MT AUBURN ST	BOTH SIDES, WATERTOWN SQUARE TO CAMBRIDGE LINE	
GALEN ST	BOTH SIDES, WATERTOWN SQUARE TO NEWTON LINE	
WATERTOWN ST	ONE SIDE, GALEN ST TO NEWTON LINE	
	SALTONSTALL / LINEAR PARK	
	MERCHANTS ROW	
FILLIPELLO PARK	GROVE ST TO ARLINGTON ST	
SULLIVAN PARK	MT AUBURN ST TO END OF PARK	

[Watertown] Snow Shoveling Ordinance - draft regulations

Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>

Mon, Sep 25, 2023 at 11:02 AM

To: "Gannon, John" <jgannon@watertown-ma.gov>, "Feltner, Lisa" <lfeltner@watertown-ma.gov>, John Airasian <jairasian@watertown-ma.gov>, "Palomba, Anthony" <apalomba@watertown-ma.gov>

FYI

From: St. Louis, Gregory <gstlouis@watertown-ma.gov>

Sent: Monday, September 25, 2023 10:40 AM

To: Magoon, Steve <smagoon@watertown-ma.gov>; Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>; Mark R. Reich <mreich@k-plaw.com>

Cc: Proakis, George <gproakis@watertown-ma.gov>; Gannon, John <jgannon@watertown-ma.gov>; Cookson, Michael <mcookson@watertown-ma.gov>

Subject: Re: Snow Shoveling Ordinance - draft regulations

1) The priority list of sidewalks and corners they clear.

Snow & Ice | Watertown, MA - Official Website (watertown-ma.gov)

Snow & Ice | Watertown, MA - Official Website

Information about snow and ice.

www.watertown-ma.gov

These are all detailed on the Snow and Ice webpage.

DPW clears and salts linear path from Church St to Waverly

(Gravel path at Howard does not get cleared as it is not paved)

(Commercial properties clear linear path School St to Irving St.

2) The priority list of city-owned properties they clear.

Property and Buildings clears and salts walkways at all school and municipal locations.

DPW opens up the parking lots and public sidewalks at the end of the storm and

salt all school parking lots and municipal parking lots.

3) The list of state-owned properties they clear.

MBTA: SHOULD clear the Bus Stops loading areas

DOT: SHOULD clear the bridge at Galen and bridge at Main

Plow Main Street Waltham to Bacon

DCR at the Square through Charles River Road to Brighton

DCR Nonantum from Galen to Newton
DCR /DOT to clear Arsenal @ Brighton Bridge
DCR /DOT to clear N. Beacon @ Brighton Bridge
DCR clears linear path from Arsenal Street to Cambridge

Greg

Gregory M. St. Louis, PE, LEED AP BD+C
Superintendent of Public Works
124 Orchard Street
Watertown, MA 02472
gstlouis@watertown-ma.gov
O: 617.972.6420 ext.13117

From: Magoon, Steve <smagoon@watertown-ma.gov>
Sent: Monday, September 25, 2023 10:16 AM
To: Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>; St. Louis, Gregory <gstlouis@watertown-ma.gov>; Mark R. Reich <mreich@k-plaw.com>
Cc: Proakis, George <gproakis@watertown-ma.gov>; Gannon, John <jgannon@watertown-ma.gov>
Subject: RE: Snow Shoveling Ordinance - draft regulations

Both Tony Mancini and I will be attending. Thanks

From: Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>
Sent: Monday, September 25, 2023 10:11 AM
To: Magoon, Steve <smagoon@watertown-ma.gov>; St. Louis, Gregory <gstlouis@watertown-ma.gov>; Mark R. Reich <mreich@k-plaw.com>
Cc: Proakis, George <gproakis@watertown-ma.gov>; Gannon, John <jgannon@watertown-ma.gov>
Subject: Re: Snow Shoveling Ordinance - draft regulations

Steve & Greg & Mark

The meeting is tonight at 6:30 pm <https://watertownma.portal.civicclerk.com/event/5411/files>

Mark: In the Committee report, we need KP Law to attend the meeting given that there were two requests for legal opinions made during the meeting and there could be more. Having KP Law present to render a ruling could save time and be more efficient. Can KP Law provide answers to the questions raised at the last meeting, in writing, for tonight's meeting? Can you confirm someone from KP Law will attend tonight?

Greg: In the Committee report, we requested that the Department of Public Works provide the following information:

- 1) The priority list of sidewalks and corners they clear.
- 2) The priority list of city-owned properties they clear.
- 3) The list of state-owned properties they clear.

Can you please provide answers in writing for tonight's meeting? Can you confirm someone from DPW will attend tonight?

Steve: I assume someone from DCDP will attend tonight also.

Let me know.

Thanks

Vinnie

From: Magoon, Steve <smagoon@watertown-ma.gov>

Sent: Tuesday, December 13, 2022 1:52 PM

To: Feltner, Lisa <lfeltner@watertown-ma.gov>; Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>; Gannon, John <jgannon@watertown-ma.gov>

Cc: Mark R. Reich <mreich@k-plaw.com>; St. Louis, Gregory <gstlouis@watertown-ma.gov>; Proakis, George <gproakis@watertown-ma.gov>; Wiener, Laura <lwiener@watertown-ma.gov>; Schreiber, Gideon <gschreiber@watertown-ma.gov>

Subject: Snow Shoveling Ordinance - draft regulations

Councilors, attached is a draft of the regulations that tries to capture all of the discussion items identified at our last work session. I have also included both Mark Reich and Greg St. Louis on this, as you requested information from each of them when we hold our next meeting. For Mark you asked that he respond to the ability to lien properties for unpaid fines and that it may be beneficial for an attorney to attend the next work session. You also asked that DPW provide a priority list of the sidewalks, city properties, and any State property that we clear of snow. Let me know if there are any questions. Thanks

Steve Magoon

Acting Deputy City Manager, Director, Community Development and Planning

Watertown Administration Building

149 Main Street

Watertown, MA 02472

Office 617 972-6417

Cell 617 987-1136

When writing or responding, please remember that any email sent or received by an employee of the City of Watertown is subject to the Massachusetts Public Records Law (M.G.L. c. 66).

[Watertown] Snow Shoveling Ordinance - draft regulations

Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>

Mon, Sep 25, 2023 at 2:38 PM

To: "Gannon, John" <jgannon@watertown-ma.gov>, "Feltner, Lisa" <lfeltner@watertown-ma.gov>, John Airasian <jairasian@watertown-ma.gov>, "Palomba, Anthony" <apalomba@watertown-ma.gov>

FYI

From: Mark R. Reich <MReich@k-plaw.com>**Sent:** Monday, September 25, 2023 12:28 PM**To:** Piccirilli, Vincent J <vpiccirilli@watertown-ma.gov>; Magoon, Steve <smagoon@watertown-ma.gov>; St. Louis, Gregory <gstlouis@watertown-ma.gov>**Cc:** Proakis, George <gproakis@watertown-ma.gov>; Gannon, John <jgannon@watertown-ma.gov>; Sideris, Mark <msideris@watertown-ma.gov>**Subject:** RE: Snow Shoveling Ordinance - draft regulations

Councilor –

I have reviewed the report from the joint meeting of the Committee on Public Works and the Committee on Rules and Ordinances held on October 17, 2022 which was attached to your e-mail. That report presented two questions for consideration by the City Attorney.

1. "Committee members indicated that they felt the draft did incorporate the changes. However, Councilor Piccirilli raised a concern about the wording in Section 96.99 Penalty (C), specifically whether the word "anyone" should be changed to "abutting property owner" so as to be consistent. There was a short discussion of the issue and a determination that KP Law should be consulted on how best to proceed."

Please note that §96.99(C) provides for enforcement of §96.26 of the Ordinance, which addresses the removal of snow and ice by private persons in the Business District. The provisions of §96.26 govern actions by private persons not limited to abutting property owners, stating in part, "Every person in charge or control of any building or lot of land within a business district and used for business purposes in the city fronting on or abutting a paved sidewalk, whether as owner, tenant, occupant, lessee, or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice..." §96.26(B)(1)(a). Thus, enforcement may be taken against any "private person", which term is defined in §96.26 as "Every person, partnership, corporation, joint-stock company, or other entity, whether as owner, tenant, occupant, lessee, or other agent." In my opinion, this definition is broadier than "abutting property owner" as it addresses individuals who may be in violation of the Ordinance and who are not abutting property owners. In my opinion, revisions would be required to §96.26 if the intent is to limit enforcement to "abutting property owner". Otherwise, in my opinion, the word "anyone" is appropriate as it addresses any private person violating the Ordinance. However, consideration may be given to amending the Ordinance to revise the references to "person" as it appears in §96.26 as the definition of "private person" includes but is broader than "person".

2. Returning to the issue of enforcement, there was a discussion about scofflaws, that is someone who refuses to pay their fines. The Committees requested an opinion of KP Law about adopting state regulations that would allow the City to put a lien on the property or apply the unpaid fees to the property owner's tax bill.

- 2.

The provisions of G.L. c. 40, §58 allow for the imposition of a "municipal charges lien" on property located within the City for any local charge or fee that has not been paid by the due date. This statute is subject to consideration by the

City Council, with the municipal charges lien for each type of charge or fee to be undertaken pursuant to a separate vote of the City Council. I have drafted an Order for consideration by the City Council which includes a variety of City charges for which municipal charges lien may be imposed based upon non-payment, including snow and ice enforcement charges. That Order appears on the agenda for the City Council meeting tomorrow night.

Please note that the below e-mail was the first notice I received of this meeting. Unfortunately, based upon this late notice and the pending Jewish holiday, I am unable to attend tonight's meeting. I hope that the above opinion addresses the issues being raised.

Thank you.

Mark

Mark R. Reich, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

mreich@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

[Quoted text hidden]

[Quoted text hidden]

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to adopt the Ordinance Requiring Closed Captioning for Public Facing Televisions in Places of Public Accommodation.



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ORDINANCE #

2

2024 - O -

2

ORDINANCE ESTABLISHING CLOSED CAPTIONING ON CLOSED CAPTIONING TELEVISION RECEIVERS IN PLACES OF PUBLIC ACCOMODATION

WHEREAS: The Americans with Disabilities Act (ADA) was signed on July 26, 1990 by President George H.W. Bush which prohibits discrimination against people with disabilities in everyday activities and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, purchase goods and services, and participate in state and local government programs; and,

WHEREAS: The Watertown City Council's Committee on Rules and Ordinances convened on April 3, 2023 and April 20, 2023 in a public meeting to discuss the implementation of requiring public facilities to display closed captioning in places of public accommodation; and,

WHEREAS: Ordinances for Business Regulations are established in Title XI of the City Watertown code;

NOW THEREFORE BE IT ORDAINED: That Title XI Chapter 117 of the Ordinances of the City of Watertown is established as follows.

Title XI Business Regulations

Chapter 117 Closed Captioning Activation

A. Purpose.

The Purpose of this ordinance is to expand accessible communication in places of public accommodation.

B. Definitions.

When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

1. "Closed captioning" means a transcript or dialog of the audio portion of a television program that is displayed on the bottom portion of a television receiver screen when the user activates the feature.

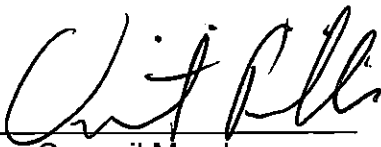
2. "Closed captioning television receiver" means a receiver of television programming that has the ability to display closed captioning, including but not limited to a television, digital set top box, and other technology capable of displaying closed captioning for television programming.
3. "Public area" means any part of a public facility that is open to the general public.
4. "Public Facility" shall have the same meaning as "place of accommodation", as defined in G.L. c. 272, § 92A, and as used in G.L. 272 §98, except as expressly limited by this Ordinance.
5. "Public entertainment venue" means a place that is open to the public for mass gathering for entertainment, regardless of whether or not a ticket or payment of any type is required for admission. The term includes, but is not limited to, cinemas, theaters, concert halls, sports centers, and festivals.
6. "Regular hours" means the hours of any day in which a Public Facility is generally open to members of the general public.

C. Activating Closed Captioning.

1. Any person owning or managing a public facility in the City of Watertown must activate closed captioning on closed captioned television receivers in use in any public area during regular hours.
2. Exception – This section does not require public entertainment venues to activate closed captioning on closed captioned television receiver.
3. This section does not require a public facility to make closed captioning available in a public area of the public facility if:
 - (a) no television receiver of any kind is available in the public area; or
 - (b) the only public television receiver available in the public area is not a closed-captioning television receiver.
4. Nothing in this ordinance shall be construed to imply an exemption from state and federal requirements, such as those for effective communication and reasonable accommodations required under the Americans with Disabilities Act.

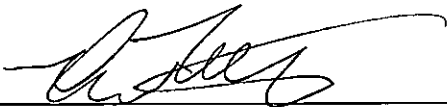
D. Enforcement.

1. If a violation of Chapter 117 occurs, individuals can file a complaint with the City's ADA Coordinator.
2. The Commission on Disability shall work with the ADA Coordinator to help investigate complaints.
3. The ADA coordinator and the Commission on Disability shall have the authority to investigate complaints brought forward, including but not limited to conducting unscheduled inspections of public facilities, holding mediation sessions with public facilities and other interested parties, and providing guidance for bringing public facilities into compliance.

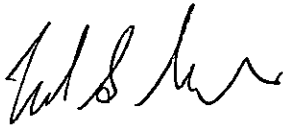


Council Member

I hereby certify that at a Meeting of the City Council for which a quorum was present, the above Ordinance was adopted by a vote of 9 for, 0 against, and 0 present on January 9, 2024.



Brendan T. McCarthy, Council Clerk



Mark S. Sideris, Council President

ELECTED OFFICIALS

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

Title XI Business Regulations

Chapter 117 Closed Captioning Activation

A. Purpose. The purpose of this ordinance is to expand accessible communication in places of public accommodation.

B. Definitions. When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

1. "Closed captioning" means a transcript or dialog of the audio portion of a television program that is displayed on the bottom portion of a television receiver screen when the user activates the feature.

2. "Closed captioning television receiver" means a receiver of television programming that has the ability to display closed captioning, including but not limited to a television, digital set top box, and other technology capable of displaying closed captioning for television programming.

3. "Public area" means any part of a public facility that is open to the general public.

4. "Public facility" shall have the same meaning as "place of public accommodation", as defined in G.L. c. 272, § 92A, and as used in G.L. c. 272, § 98, except as expressly limited by this Ordinance.

5. "Public entertainment venue" means a place that is open to the public for mass gathering for entertainment, regardless of whether or not a ticket or payment of any type is required for admission. The term includes, but is not limited to, cinemas, theaters, concert halls, sports centers, and festivals.

6. "Regular hours" means the hours of any day in which a Public Facility is generally open to members of the general public.

C. Activating Closed Captioning.

1. Any person owning or managing a public facility in the City of Watertown must activate closed captioning on closed captioned television receivers in use in any public area during regular hours.

2. Exception. -- This section does not require public entertainment venues to activate closed captioning on closed captioned television receivers.

3. This section does not require a public facility to make closed captioning available in a public area of the public facility if:

(a) no television receiver of any kind is available in the public area; or

(b) the only public television receiver available in the public area is not a closed-captioning television receiver.

4. Nothing in this ordinance shall be construed to imply an exemption from state and federal requirements, such as those for effective communication and reasonable accommodations required under the Americans with Disabilities Act.

D. Enforcement.

1. If a violation of Chapter 117 occurs, individuals can file a complaint with the City's ADA Coordinator.

2. The Commission on Disability shall work with the ADA Coordinator to help investigate complaints.

3. The ADA Coordinator and the Commission on Disability shall have the authority to investigate complaints brought forward, including but not limited to conducting unscheduled inspections of public facilities, holding mediation sessions with public facilities and other interested parties, and providing guidance for bringing public facilities into compliance.

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to approve the Order of Easements on 66 Galen Street and 51-57 Water Street.



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ORDER # 3

O-2024-3

AN ORDER RELATIVE TO A PRIVATE WAY EASEMENT AGREEMENT (66 GALEN STREET), A HIGHWAY EASEMENT AGREEMENT (66 GALEN STREET), A HIGHWAY EASEMENT AGREEMENT (51-57 WATER STREET) AND A PUBLIC PARKS EASEMENT (66 GALEN STREET) TO BE CONVEYED TO THE CITY OF WATERTOWN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENTS ON BEHALF OF THE CITY

WHEREAS, Galen Street Owner, LLC is developing property located at 66 Galen Street, Watertown, and, in connection with certain zoning approvals granted by the Zoning Board of Appeals in Case Number ZBA 2020-22-SP/SR, the developer or its affiliate agreed as follows:

- A. To support the City's multimodal transportation goals by allowing vehicular (including MBTA buses) and pedestrian access and the placement of utilities within a private right of way, to be known as Technology Way, located between Water Street and Galen Street, as set forth in a **Grant of Easement (Private Way Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- B. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, streetlights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- C. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, streetlights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (51-57 Water Street, Watertown, MA)**; and
- D. To grant a public parks easement for all purposes for which public parks are lawfully used in the City of Watertown, including, without limitation, public

rest, recreation, enjoyment and assembly, as set forth in a **Grant of Easement (Public Parks Easement) (66 Galen Street, Watertown, MA)**.

NOW THEREFORE BE IT ORDERED: That the City Council agrees, in connection with the development of 66 Galen Street by Galen Street Owner, LLC to accept easements as set forth in the aforesaid documents.

AND FURTHER, that the City Council hereby authorizes the City Manager to accept and execute the aforesaid easements on behalf of the City.

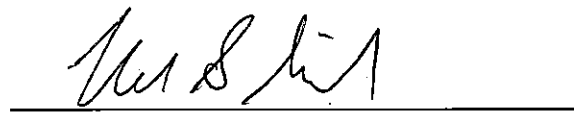


Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of 9 for, 0 against, and 0 present on January 9, 2024.



Brendan F. McCarthy, Council Clerk



Mark S. Sideris, Council President

ELECTED OFFICIALS

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John M. Airasian,
Councilor At Large

Anthony Palomba,
Councilor At Large

Emily Izzo,
District D Councilor

City Council
CITY OF WATERTOWN

ADMINISTRATION BUILDING – WATERTOWN, MA 02472-4410
(617) 972-6470 – FAX (617) 972-6485

ORDER #

O-2024-

An Order Relative to a Private Way Easement Agreement (66 Galen Street), a Highway Easement Agreement (66 Galen Street), a Highway Easement Agreement (51-57 Water Street) and a Public Parks Easement (66 Galen Street) to be Conveyed to the City of Watertown and Authorizing the City Manager to Execute the Easements on Behalf of the City

WHEREAS, Galen Street Owner, LLC is developing property located at 66 Galen Street, Watertown, and, in connection with certain zoning approvals granted by the Zoning Board of Appeals in Case Number ZBA 2020-22-SP/SR, the developer or its affiliate agreed as follows:

- A. To support the City's multimodal transportation goals by allowing vehicular (including MBTA buses) and pedestrian access and the placement of utilities within a private right of way, to be known as Technology Way, located between Water Street and Galen Street, as set forth in a **Grant of Easement (Private Way Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- B. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, street lights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- C. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, street lights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (51-57 Water Street, Watertown, MA)**; and
- D. To grant a public parks easement for all purposes for which public parks are lawfully used in the City of Watertown, including, without limitation, public rest, recreation, enjoyment and assembly, as set forth in a **Grant of Easement (Public Parks Easement) (66 Galen Street, Watertown, MA)**.

NOW THEREFORE BE IT ORDERED: That the City Council agrees, in connection with the development of 66 Galen Street by Galen Street Owner, LLC to accept easements as set forth in the aforesaid documents.

AND FURTHER, that the City Council hereby authorizes the City Manager to accept and execute the aforesaid easements on behalf of the City.

Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Order was adopted by a vote of ___ for, ___ against and ___ present on _____, 2024.

Brendan McCarthy, Council Clerk

Mark S. Sideris, Council President

January 4, 2024

Katharine Lord Klein
kklein@k-plaw.com

BY ELECTRONIC MAIL ONLY (GProakis@watertown-ma.gov)

Mr. George Proakis, City Manager
Watertown Administration Building
149 Main Street
Watertown, MA 02472

Re: 66 Galen Street (Easements)

Dear Mr. Proakis:

I am writing to you regarding the conveyance to the City of Watertown of easements related to the development of property at 66 Galen Street.

Galen Street Owner, LLC is developing the property at 66 Galen Street, and, in connection therewith, was granted certain zoning approvals by the Zoning Board of Appeals in Case Number ZBA 2020-22-SP/SR. Galen Street Owner, LLC and its affiliate, the owner of the property at 51-57 Water Street, have agreed to grant four separate easements, as follows:

- A. To support the City's multimodal transportation goals by allowing vehicular (including MBTA buses) and pedestrian access and the placement of utilities within a private right of way, to be known as Technology Way, located between Water Street and Galen Street, as set forth in a **Grant of Easement (Private Way Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- B. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, street lights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (66 Galen Street, Watertown, MA)**; and
- C. To grant a highway easement for the purposes of the operation, maintenance, repair and replacement of sidewalks, crosswalks, ramps, street lights, landscaping, bus shelters, inspector booths, street signs, traffic control lights and signs and fire hydrants and related facilities, as set forth in a **Grant of Easement (Highway Easement Agreement) (51-57 Water Street, Watertown, MA)**; and
- D. To grant a public parks easement for all purposes for which public parks are lawfully used in the City of Watertown, including, without limitation, public rest, recreation, enjoyment and assembly, as set forth in a **Grant of Easement (Public Parks Easement) (66 Galen Street, Watertown, MA)**.

Attached to each Grant of Easement is the plan showing the Easement Area.

The Department of Community Development and Planning has reviewed these easement documents, and approves the same.

I recommend that the City Council vote to approve the enclosed Grants of Easements and authorize the City Manager to execute the documents. I have provided a proposed Order.

Please contact Mark Reich or me with any questions regarding this matter.

Very truly yours,



Katharine Lord Klein

KLK/caa

Enc.

cc: Department of Community Development and Planning (SMagoon@watertown-ma.gov)

891872/WATR/0018

GRANT OF EASEMENT
(PUBLIC PARKS EASEMENT)
(66 GALEN STREET, WATERTOWN, MA)

This **GRANT OF EASEMENT** ("Grant") is entered into as of the ____ day of _____, 2024 by and between **Galen Street Owner, LLC**, a Delaware limited liability company ("Grantor"), having a mailing address of c/o Boston Development Group, 93 Union Street, Newton , Massachusetts 02459, and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of those certain parcels of land located in the City of Watertown, Middlesex County, Massachusetts commonly known and numbered as 66 Galen Street, Watertown, and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 77347, Page 59 respectively (collectively, the "Grantor Parcel").

B. In connection with certain zoning approvals granted to Grantor's affiliate by the Zoning Board of Appeals of the City of Watertown ("ZBA") on January 27, 2021 in Case Number ZBA-2020-22 SP/SR, which zoning approvals were granted in connection with the Grantor's affiliate's development of the Grantor Parcel (the "ZBA Decision") and run with the land, Grantor's affiliate committed to create for the use of the public two (2) publicly accessible parks located on those portions of the Grantor Parcel shown as the "North Park Easement Area" and the "Sloping Park Easement Area" on Sheet 1 of that certain plan of land, with respect to Lot 1A in Watertown, Massachusetts, dated March 22, 2022 and revised September 21, 2023, prepared by VHB, Inc., which plan (the "Plan") is recorded with the Registry herewith as Plan _____ of 2024. Sheet 1 is entitled "Lot 1A, Public Parks Easement Plan in Watertown, Massachusetts." A true and accurate copy of Sheet 1 is attached hereto as Exhibit A. The above public park easement areas are hereinafter referred to singly as the "Public Park Easement Area" and collectively as the "Public Park Easement Areas." A legal description of each Public Park Easement Area is set forth in Exhibit B attached hereto. The ZBA Decision is recorded in the Registry in Book 77157, Page 268.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the City hereby agree as follows:

1. Public Park Easements from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof, the perpetual non-exclusive right and easement (the "Public Park Easements"), in common with the Grantor, to use the Public Park Easement Areas for all purposes for which public parks are lawfully used in the City of Watertown, including, without limitation, public rest, play, recreation, enjoyment, and assembly.

The Public Park Easements shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices, except for any mobility device (as that term is defined hereinafter), to pass or repass on, across or over the Public Park Easement Areas. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for travel. Additionally, the Public Park Easements shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within the Public Park Easement Areas at any time. Grantor has the obligation, at its sole cost and expense, to construct, install and plant within the Public Park Easement Areas the initial improvements to the Public Park Easement Areas required by the City in the ZBA Decision. Further, the City and/or any member of the public shall not (i) place within any Public Park Easement Area any obstructions or (ii) construct or place any structures or other improvements within any Public Park Easement Area. The exercise of the Public Park Easements by the City and/or the public shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 2 below.

2. Reserved Rights. The Pubic Park Easements hereby conveyed does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Public Park Easement Areas. Grantor reserves the right to continue to use the Public Park Easement Areas in a manner that does not materially interfere with the Public Park Easements.

3. Release. It is the intention of the parties that access to the Public Park Easement Areas shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Public Park Easements constitute an “interest in land” under Massachusetts General Laws Chapter 21, Section 17C (or such other state or local law that hereafter affords the same or similar protections), and that Grantor and all those claiming by, through or under Grantor, shall be afforded all of the rights, protections, privileges and benefits granted thereunder, and as such, Grantor and all those claiming by, through or under Grantor, shall not be liable for personal injuries or property damage sustained by members of the public in connection with the rights granted hereunder including, without limitation, a minor or any other person on the Public Park Easement Areas. In the exercise of the easement rights created hereunder, City and those claiming by, through or under City (including without limitation, City’s employees, agents and contractors) (the “City Parties”), shall do so at their own risk, except as expressly provided herein. Grantor, its consultants, contractors, agents, licensees or invitees, and its affiliates, managers, members, partners, officers, directors, stockholders, attorneys, employees, predecessors, successors and assigns shall be free from all liability and claims for damages, together with all related costs, arising out of, related to or in connection with the exercise by City or City Parties of the rights granted hereunder, including but not limited to any such liability and/or claims with respect to release of any Hazardous Substances (as defined in this Section 3) regulated by or noncompliance with any Environmental Laws (as defined in this Section 3) caused by or related to City’s or City Parties’ exercise of the rights granted under this Agreement. The term “Environmental Laws” includes without limitation the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq., and the Comprehensive Environmental Response Compensation and Liability Act, 42 USC Sections 9602 et seq., and

other federal laws governing the environment as in effect on the date of this Grant together with their implementing regulations and guidelines and all state, regional, county, municipal and other local laws, regulations and ordinances that are similar to such federal laws or that regulate Hazardous Substances. The term "Hazardous Substances" includes petroleum, asbestos, lead, radon, mold, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

The City shall neither be liable for damages arising from the violation of any Environmental Laws with respect to the Public Park Easement Areas nor from the presence or release of Hazardous Substances with respect to the Public Park Easement Areas, in each instance arising from the negligent or intentional acts of the Grantor or the presence or release of Hazardous Substances existing or occurring prior to the date of this Grant (except to the extent exacerbated by the City).

4. Performance of Work. The Grantor shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the park and park improvements located in the Public Park Easement Areas, including, without limitation, all paths, walkways, trails, steps, stages, benches, kiosks, wheelchair ramps, lights, landscaping, signs, and other customary park facilities, including all appurtenances to the foregoing improvements. The Grantor's maintenance, repair, and replacement responsibilities include, inter alia, snow removal from paths, mowing of grass, and trimming of trees. Any construction, maintenance or replacement work to be performed by the Grantor within any Public Park Easement Area shall be

performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations.

5. Permissible Delay. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, pandemic, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons) (collectively, "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.

6. Bind and Inure. The rights created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, including, in the case of the City, the public; provided, however, that the Grantor shall only be responsible hereunder for matters occurring and claims arising during its period of ownership of the Grantor Parcel. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantor, or any partner of Grantor, or any affiliate of Grantor, shall have any personal liability under this Grant. In addition, no party to this Grant shall have personal liability under this Grant. In the event any person obtains a judgment against Grantor in connection with this Grant, such person's sole recourse shall be to the estate and interest of Grantor in and to Grantor Parcel.

8. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person/via courier, by certified mail-return receipt requested, or by a

recognized expedited overnight delivery service, at the following address, or such future address as may be designated by notice in writing:

If to Grantor, addressed to:
Galen Street Owner LLC
c/o Boston Development Group
93 Union Street
Newton, MA 02459
Attention: Manager

With a copy to:
Galen Street Owner, LLC
c/o The Davis Companies
125 High Street, #2111
Boston, MA 02110
Attention: General Counsel

If to the City, addressed to:
City of Watertown
149 Main Street
Watertown, MA 02472
Attention: City Manager

9. Estoppel Certificate. Each party shall, without charge and from time to time, deliver within twenty (20) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

10. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable.

11. Authority. Each party hereto hereby represents and warrants to the other parties that (i) the person executing and delivering this Agreement on behalf of such party has been duly authorized by all requisite action, and (ii) when fully executed and delivered, this

Agreement shall constitute the binding agreement of such party, enforceable in accordance with its terms.

12. Attorneys' Fees and Costs. In the event any party is required to resort to litigation to enforce its rights under this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and attorneys' fees (including the fees of any in-house legal staff of any party or their affiliates) incurred in connection with such action.

13. Waiver of Jury Trial. Each party acknowledges and agrees it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of the agreements delivered in connection herewith or the transactions contemplated hereby or thereby. Each party certifies and acknowledges that (a) no representative, agent or attorney or any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce such waivers, (b) it understands and has considered the implications of such waivers, (c) it makes such waivers voluntarily, and (d) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 13.

14. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties hereto and the parties expressly disclaim any intent to benefit anyone not a party hereto.

15. Governing Law. This Grant shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted. If any provision of this Grant, or portions thereof, or the application thereof to any person or

circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Grant may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Grant shall be executed and each shall be deemed an original.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

Galen Street Owner, LLC,
A Delaware limited liability company

By: _____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____ ss.

On this ____ day of _____, 2024 before me, the undersigned notary public, personally appeared, a _____ of Galen Street Owner, LLC, proved to me through satisfactory evidence of identification which was _____ 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 in such capacity.

Notary Public

My commission expires: _____

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2024, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2024, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Public Park Easements contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY:

CITY OF WATERTOWN

Name: George Proakis
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared George Proakis, the City Manager of the CITY OF WATERTOWN, proved to me through satisfactory evidence of identification which was _____ 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 on behalf of the City of Watertown.

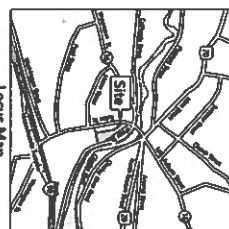
Notary Public
My commission expires: _____

EXHIBIT A

PLAN OF PUBLIC PARK EASEMENT AREAS



WATER PUBLIC VARIABLE WIDTH STREET



GALEN (1904 COUNTY LAYOUT - 70' WIDE) STREET

[illegible]

10 THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY WHEAT
INC. IN MARCH 1977 AND RECONDUCTED AND PLATS OF RECORD.

UNION STREET

SCALE: 1 INCH = 20 FEET
DATE: MARCH 22, 2023
SHEET 1 OF 3
REVISED: SEPTEMBER 21, 2023

LOT 1A
PUBLIC PARKS EASEMENT PLAN
IN
WATERTOWN
MASSACHUSETTS
PREPARED FOR: GALEN STREET OWNER, LLC
PREPARED BY: YMA, Inc.
1 Scituate / Sharon / Dedham

Wissenschaftszentrum für Sozialforschung, 50559 Köln, Germany; christian.schneiders@wzsoz.koln.de

EXHIBIT B

LEGAL DESCRIPTION OF PUBLIC PARK EASEMENT AREAS

Legal Description Sloping Park Easement Area

A certain Easement situated in the Town of Watertown, the County of Middlesex, and in the Commonwealth of Massachusetts being shown as Sloping Park Easement Area on a plan entitled "Lot 1A Public Parks Easement Plan in Watertown Massachusetts Prepared for Galen Street Owner LLC" Sheet 1 of 3, Scale: 1"=20', Dated March 22, 2023, revised September 21, 2023 and prepared by Vanasse Hangen Brustlin, Inc. bounded and described as follows:

Beginning at a point on the dividing line of Lot 1A and Lot 3A, said point being S 56°30'50" W a distance of twelve and eighty five hundredths feet (12.85') from the southwesterly sideline of Water Street; thence

N 33°49'55" W	a distance of One Hundred Thirty and Sixty Hundredths feet (130.60') to a point; thence
S 56°27'21" W	a distance of Seven and Seventy-Three Hundredths feet (7.73') to a point; thence
N 34°09'53" W	a distance of Twenty-Four and Thirty Hundredths feet (24.30') to a point; thence
S 56°08'10" W	a distance of Forty-Two and Sixty One Hundredths feet (42.61') to a point; thence
Southerly	and curving to the right along the arc of a curve having a radius of Twenty and Ninety-Four Hundredths feet (20.94'), a length of Eighteen and Forty-Two Hundredths feet (18.42') and a chord length of Seventeen and Eighty-Four Hundredths feet (17.84') with a chord bearing of S 18°06'15" E to a point; thence
westerly	and curving to the left along the arc of a curve having a radius of Seven and Zero Hundredths feet (7.00'), a length of Ten and Sixty-One Hundredths feet (10.61') and a chord length of Nine and Sixty-Two Hundredths feet (9.62') with a chord bearing of S 74°00'09" W to a point; thence
S 30°34'27" W	a distance of Fourteen and Ninety-Two Hundredths feet (14.92') to a point; thence
southerly	and curving to the left along the arc of a curve having a radius of Twenty and Zero Hundredths feet (20.00'), a length of Nineteen and Seventy-Six Hundredths feet (19.76') to a point; thence
S 26°01'56" E	a distance of Forty and Ninety-Five Hundredths feet (40.95') to a point; thence
Southerly	and curving to the right along the arc of a curve having a radius of Twenty and No Hundredths feet (20.00'), a length of Nine and Forty-Two Hundredths feet (9.42') to a point; thence
S 00°56'57" W	a distance of Ten and Sixty-Nine Hundredths feet (10.69') to a point; thence
southwesterly	and curving to the right along the arc of a curve having a radius of Seven and Zero Hundredths feet (7.00'), a length of Ten and Sixteen Hundredths feet (10.16') and a chord length of Nine and Twenty-Nine Hundredths feet (9.29') with a chord bearing of S 46°18'58" W to a point; thence

S 87°53'42" W	a distance of Nine and Thirty-Two Hundredths feet (9.32') to a point; thence
Southwesterly	and curving to the left along the arc of a curve having a radius of Ten and Eighty-Three Hundredths feet (10.83'), a length of Ten and Sixty-Three Hundredths feet (10.63') and a chord length of Ten and Twenty-One feet (10.21') with a chord bearing of S 58°38'54" W to a point; thence
Southwesterly	and curving to the left along the arc of a curve having a radius of Eighteen and Ninety Hundredths feet (18.90'), a length of Six and Two Hundredths feet (6.02') and a chord length of Five and Ninety-Nine Hundredths feet (5.99') with a chord bearing of S 22°36'18" W to a point; thence
N 89°01'23" W	a distance of One and Forty-One Hundredths feet (1.41') to a point; thence
southwesterly	and curving to the right along the arc of a curve having a radius of Seventy-Five and Ninety-Three Hundredths feet (75.93'), a length of One Hundred Five and Fifty-Four Hundredths feet (105.54') and a chord length of Ninety-Seven and Twenty-Five Hundredths feet (97.25') with a chord bearing of S 40°47'28" W to a point; thence
S 79°23'10" W	a distance of Forty-Six and Ninety-Five Hundredths feet (46.95') to a point; thence
N 10°36'50" W	a distance of Fifty-Four and Seventeen Hundredths feet (54.17') to a point; thence
S 79°23'10" W	a distance of Eleven and Sixty-Eight Hundredths feet (11.68') to a point; thence
S 10°28'31" E	a distance of One Hundred and Forty-Three Hundredths feet (100.43') to a point; thence
N 67°17'54" E	a distance of One Hundred Twenty-Six and Fifty One Hundredths feet (126.51') by land now or formerly Galen Holdings LLC to a point; thence
N 67°17'54" E	a distance of Thirteen and Seventy Hundredths feet (13.70') to a point; thence
N 13°19'28" W	a distance of Eleven and Seventy-Six Hundredths feet (11.76') to a point; thence
N 56°30'50" E	a distance of One Hundred Sixty-Two and One Hundredths feet (162.01') to the point of beginning, the last three (3) courses by Lot 3A.

said Easement containing 23,003 square feet or 0.528 acres more or less.

Legal Description North Park Easement Area

A certain Easement situated in the Town of Watertown, the County of Middlesex, and in the Commonwealth of Massachusetts being shown as North Park Easement Area on a plan entitled "Lot 1A Public Parks Easement Plan in Watertown Massachusetts Prepared for Galen Street Owner LLC" Sheet 1 of 3, Scale: 1"=20', Dated March 22, 2023, revised September 21, 2023 and prepared by Vanasse Hangen Brustlin, Inc. bounded and described as follows:

Beginning at a point on the northwesterly sideline of Water Street, being S 52°53'58" E a distance of eight and thirty one hundredths feet (8.31') from the rounding at the intersection with the easterly sideline of Galen Street; thence

S 52°53'58" E	a distance of Nineteen and Eighty-One Hundredths feet (19.81') to a point; thence
Southeasterly	and curving to the right along the arc of a curve having a radius of Two Hundred Four and Thirty-Seven Hundredths feet (204.37'), a length of Thirty One and Thirty-Six Hundredths feet (31.36') to a point; thence
Southeasterly	and curving to the right along the arc of a curve having a radius of Two Hundred Seven and Fifty Hundredths feet (207.50'), a length of Twenty-Three and Eighty-Eight Hundredths feet (23.88') and a chord length of Twenty-Three and Eighty-Seven Hundredths feet (23.87') with a chord bearing of S 36°50'30" E to a point; thence
S 33°32'39" E	a distance of Sixty-Seven and Thirty-Eight Hundredths feet (67.38') to a point; thence
Southerly	and curving to the right along the arc of a curve having a radius of Eight and Twenty Hundredths feet (8.20'), a length of Eight and Thirty-Six Hundredths feet (8.36') and a chord length of Eight and One Hundredth feet (8.01') with a chord bearing of S 04°14'48" E to a point; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of Sixty-Four and No Hundredths feet (64.00'), a length of Twenty-Nine and Sixty-Three Hundredths feet (29.63') and a chord length of Twenty-Nine and Thirty-Seven Hundredths feet (29.37') with a chord bearing of S 37°21'55" W to a point; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of Ninety-Seven and Fifty-Seven Hundredths feet (97.57'), a length of Thirty-Six and Twenty-Three Hundredths feet (36.23') and a chord length of Thirty-Six and Three Hundredths feet (36.03') with a chord bearing of S 61°11'43" W to a point; thence
Westerly	and curving to the right along the arc of a curve having a radius of One Hundred Eight and Eighty-Three Hundredths feet (108.83'), a length of Eighteen and Eighty-Five Hundredths feet (18.85') and a chord length of Eighteen and Eighty-Two Hundredths feet (18.82') with a chord bearing of S 73°51'04" W to a point; thence
N 10°32'19" W	a distance of Six and Fifty Hundredths feet (6.50') to a point; thence

S 79°27'41" W	a distance of Thirty and Thirty-One Hundredths feet (30.31') to a point; thence
N 82°29'28" W	a distance of Five and Twenty-Seven Hundredths feet (5.27') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of Twelve and Ninety-Six Hundredths feet (12.96'), a length of Twelve and Sixty-Five Hundredths feet (12.65') and a chord length of Twelve and Fifteen Hundredths feet (12.15') with a chord bearing of N 42°57'16" W to a point; thence
Northerly	and curving to the right along the arc of a curve having a radius of Eighty-Six and Nine Hundredths feet (86.09'), a length of Twenty-Eight and Fifty Hundredths feet (28.50') and a chord length of Twenty-Eight and Thirty-Seven Hundredths feet (28.37') with a chord bearing of N 02°16'19" W to a point; thence
N 07°10'10" E	a distance of Twelve and Eighty-Nine Hundredths feet (12.89') to a point; thence
N 82°49'50" W	a distance of Six and Fifty Hundredths feet (6.50') to a point; thence
N 07°10'10" E	a distance of Ninety-Five and Sixty Seven Hundredths feet (95.67') to a point; thence
Northeasterly	and curving to the right along the arc of a curve having a radius of Seventeen and Eighty-Two Hundredths feet (17.82'), a length of Twenty-Two and One Hundredths feet (22.01') and a chord length of twenty and sixty-three hundredths feet (20.63') with a chord bearing of N 44°59'35" E to the point of beginning.

said Easement containing 12,608 square feet or 0.289 acres more or less.

EXHIBIT C

CITY COUNCIL VOTE

GRANT OF EASEMENT
(PRIVATE WAY EASEMENT AGREEMENT)
(66 GALEN STREET, WATERTOWN, MA)

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2024 by and between Galen Street Owner, LLC, a Delaware limited liability company ("Grantor"), having a mailing address of c/o Boston Development Group, 93 Union Street, Newton , Massachusetts 02459, and the City of Watertown, a municipal corporation ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of certain parcels of land containing approximately 2.515 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 77347, Page 59 (collectively, the "Grantor Parcel"). The Grantor Parcel is commonly known and numbered 66 Galen Street, Watertown.

B. In connection with certain zoning approvals granted by the Zoning Board of Appeals of City of Watertown ("ZBA") on January 27, 2021 in Case Number ZBA 2020-22 SP/SR, which zoning approvals were granted in connection with the Grantor's development of the Grantor Parcel (the "ZBA Decision"), Grantor committed to develop an environmentally sustainable and ecologically friendly project and to support the City's multimodal transportation goals by, inter alia, allowing pedestrian and vehicular access to a certain private right-of-way (the "Private Way") located on, across and along those portions of the Grantor Parcel, shown on

Sheet 3 of that certain plan of land, with respect to Lot 1A in Watertown, Massachusetts, dated March 20, 2022 and revised September 21, 2023, prepared by VHB, Inc., which plan (the “Plan”) is recorded with the Registry herewith as Plan ____ of 2024, as the “Private Way Easement Area” (the “Private Way Easement Area”). Sheet 3 is entitled “Lot 1A, Private Way Easement Plan in Watertown, Massachusetts.” Attached hereto as Exhibit A is a true and accurate copy of Sheet 3 of the Plan. The Private Way Easement Area is also referred to on the Plan as “Technology Way” and connects Galen Street with Water Street. A legal description of the Private Way Easement Area is set forth in Exhibit B attached hereto. The ZBA Decision is recorded with the Registry in Book 77157, Page 268.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the City hereby agree as follows:

1. Private Way Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor’s interest in the Private Way Easement Area, the perpetual non-exclusive right and easement (the “Private Way Easement”), in common with the Grantor and any other parties who may or in the future have rights in and to the Private Way Easement Area, to use the Private Way Easement Area for all purposes for which public ways are lawfully used in the City of Watertown, including, without limitation, travel by motor vehicles, by pedestrians on foot or by a mobility device (as that term is defined hereinafter), and by bicycles, in, over, under, through, across, upon, and along the Private Way Easement Area (subject to the

exclusions expressly stated hereinbelow) (collectively, the “Private Way Right”). The Private Way Right includes, without limitation, the right of the Massachusetts Bay Transportation Authority (“MBTA”) to have buses travel on the Private Way Easement Area. The Private Way Right includes, without limitation, the right of the City, in common with the Grantor, to place, install, construct, and replace in, on, along, under, and upon the Private Way Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of municipal water, sewer, drainage, fire protection, and other utility services, so long as such pipes, conduits, lines, manholes and other appurtenances do not materially interfere with utility pipes, conduits, lines, manholes and other appurtenances currently existing in, on, along, under, and upon the Private Way Easement Area, together with the right of the City to grant, in common with the Grantor, to private utility providers the perpetual non-exclusive right and easement to place, install, construct, and replace in, on, along, under, and upon the Private Way Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of utility services, including, without limitation, gas, electricity, telephone, internet, intelligence, fire protection, and cable services, so long as such pipes, conduits, lines, manholes and other appurtenances do not materially interfere with utility pipes, conduits, lines, manholes and other appurtenances currently existing in, on, along, under, and upon the Private Way Easement Area. Notwithstanding the foregoing, all pipes, lines,

conduits, and appurtenances shall be underground; only manhole covers and grates and other utility appurtenances may be located at ground level; provided, however, with respect to such other utility appurtenances, such ground level placement shall be permitted only if it is reasonably necessary for the provision of utility services. Grantor shall neither place, install, construct, or replace in, on, along, under, and upon the Private Way Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of municipal water, sewer, drainage, fire protection, and other utility services nor grant to any other person the right to place, install, construct, or replace in, on, along, under, and upon the Private Way Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of municipal water, sewer, drainage, fire protection, and other utility services, in each instance without the consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned. Grantor has the obligation, at its sole cost and expense, to construct the road located in the Private Way Easement Area. The term "road," as used in this instrument, means a paved flat surface for travel by vehicles and people. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for travel on the Private Way. Notwithstanding the foregoing, the Private Way Right shall not be deemed to include a right to park or stop bicycles

or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within the Private Way Easement Area at any time; provided, however, (i) the City and/or any member of the public, including, without limitation, shuttle bus providers and ride share providers, but not the MBTA or any party acting by or on behalf of the MBTA, may temporarily park or stop motor vehicles, including, without limitation, shuttle buses, while dropping off and/or picking up passengers at certain drop off/pick up areas in those portions of the Private Way Easement Area as may be designated by Grantor, from time to time, for such purposes (such areas, the “Shuttle Bus Drop Off Pick Up Areas”), (ii) buses operated by the MBTA may idle temporarily in those portions of the northerly side of the Private Way Easement Area as may be designated by the City, from time to time, as idling lanes, and may temporarily park or stop buses while dropping off and picking up passengers on that portion of the Private Way Easement Area abutting the “Shelter and Booth Area”, as shown on Sheet 2 of the Plan (the “Shelter and Booth Area”), and on such other portions of the northerly side of the Private Way Easement Area as may be designated by the City, from time to time, as drop off pick up areas (hereinafter referred to collectively as the “Bus Idling and Passenger Pick Up Drop Off Areas”), and (iii) the City, taxi service providers, livery service providers, shuttle bus providers, ride share providers, and employees, contractors, customers, guests, and invitees of Grantor and/or any tenant of Grantor may temporarily park or stop motor vehicles,

including, without limitation, shuttle buses, in that portion of the Private Way Easement Area shown on Sheet 3 of the Plan as the “Drop Off Pickup Area”, while dropping off and/or picking up passengers entering or exiting the Grantor Parcel or any portion thereof. Said Drop Off Pick Up Area is hereinafter referred to as the “Grantor Drop Off Pick Up Area.” Grantor reserves, for itself and its tenants, employees, agents, contractors, customers, guests, invitees, and designees, the right to use the Grantor Drop Off Pick Up Area for stopping bicycles, motor vehicles, motorcycles, or other motorized or non-motorized transportation devices and/or parking bicycles, motor vehicles, motorcycles, or other motorized or non-motorized transportation devices. The Private Way Right includes, without limitation, the right of the City to grant to the MBTA the perpetual non-exclusive right and easement to use the Bus Idling and Passenger Pick Up Drop Off Areas for the above-described purposes and, if granted, to terminate such perpetual non-exclusive right and easement. Further, the City and/or any member of the public shall not place within the Private Way Easement Area any obstructions (except, with respect to the City, for temporary obstructions necessary in connection with the maintenance, repair or replacement of the Private Way Easement Area). The City’s rights hereunder expressly shall be deemed to include the right (but not the obligation) to enter upon the Private Way Easement Area for the purpose of performing maintenance, repair and replacement of the road located in the Private Way Easement Area (including the right to pave and repave the

road). The City's exercise of the Private Way Right shall not unreasonably and materially interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 2 below.

2. Reserved Rights. The Private Way Right hereby granted in this Grant of Easement does not grant to the City or the public any rights on, across or over any portion of the Grantor Parcel other than the Private Way Easement Area. Grantor reserves the right to continue to use the Private Way Easement Area in any manner that does not unreasonably and materially interfere with the Private Way Right, including, without limitation: (a) to erect, outside of and along the Private Way Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and the Private Way Easement Area, that do not unreasonably interfere with the exercise of the Private Way Right, (c) the right of Grantor to repair, replace, improve, and maintain the Private Way Easement Area and road located therein, together with all appurtenances to the road, including, without limitation, crosswalks and roadway curbs; and (d) to use, or to grant to others the right to use, the Private Way Easement Area for any and all purposes, provided only that such use shall not unreasonably interfere with the exercise of the Private Way Right.

3. Plowing; Maintenance. The City shall be responsible, at its sole cost and expense, for (i) plowing and removing snow and ice on the road constructed in the Private Way Easement Area, (ii) street sweeping of the road constructed in the Private Way Easement Area, and (iii) maintaining the crosswalks, including, without limitation, painting lines on the road constructed in the Private Way Easement Area, but not maintaining, repairing, or replacing the surface of the paved road constructed in the Private Way Easement Area. The City shall have no responsibility for the construction, maintenance, repair, or replacement of any structures used by the MBTA in the Shelter and Booth Area, including without limitation, any bus shelter and control booth nor shall the City have any responsibility for electricity and other utilities serving any of said structures. The Grantor, at its sole cost and expense, shall be responsible for all other maintenance, repair and replacement of the road constructed in the Private Way Easement Area, together with all appurtenances to the road, including, without limitation, crosswalks (except for the painting of lines, plowing and removing snow and ice, and street sweeping, in each instance, located on the road constructed in the Private Way Easement Area, of which the City shall have the sole responsibility with respect thereto), and roadway curbs. Such maintenance responsibility includes, inter alia, paving, repaving, resurfacing, road patching, pothole repairing in each instance with respect to the road in the Private Way Easement Area. Whenever any construction, maintenance or replacement work is to

be performed by the Grantor, pursuant to this Section, or the City, pursuant to Section 1, within the Private Way Easement Area, such work (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations, and (ii) shall be performed to the extent practicable in a manner that causes the minimum of interference with the use and enjoyment of the City and the public or the Grantor, as the case may be. The Grantor and the City agree (except in the event of an emergency, for which no prior notice is required, but notice shall be given thereafter as soon as practicable) to give the other party 48 hours' prior notice (which may be oral) of any construction or replacement work within the Private Way Easement Area. The Grantor and the City shall cause any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the Grantor or the City, as the case may be, performing any work to have adequate commercial general liability insurance and workers' compensation insurance. Such insurance shall name the City, in the event of work performed by the Grantor, as an additional insured, shall name the Grantor and the Grantor's mortgage lender, in the event of work performed by the City, as an additional insured, and shall be carried by a reputable insurance company or companies qualified to do business in the Commonwealth of Massachusetts. Upon written request from the other party, the Grantor or the City, as the case may be, shall furnish, or cause to be furnished, to the other party one (1) or more certificates of insurance

evidencing the existence of the insurance required to be carried pursuant to this Section 3. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the Grantor or the City, as the case may be, in connection with the performance of any work within the Private Way Easement Area records or files any lien or other encumbrance against the Private Way Easement Area, the party engaging such contractor, subcontractor or other person or entity shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

4. Restoration. To the extent that the exercise of the City's rights under this Grant involves construction or other work within the Private Way Easement Area, at the sole cost and expense of the City, the City shall promptly, at its option, either (i) restore said land or area to the condition said land or area was in immediately prior to such exercise (including any landscaping or similar improvements) to the extent consistent with the City's exercise of its rights hereunder, or (ii) restore such land or area consistent with the standards and practices of the Department of Public Works of the City. If the City or any contractor or subcontractor engaged by the City to do work within the Private Way Easement Area causes any damage to the Private Way Easement Area, at the sole cost and expense of the City, the City shall promptly, at its option, either restore the same to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable, or restore such land or area consistent with the

standards and practices of the Department of Public Works of the City. If the City or any contractor or subcontractor engaged by the City to do work within the Private Way Easement Area causes any damage to any part of the Grantor Parcel not comprising the Private Way Easement Area, the City shall promptly restore the same, at its sole cost and expense, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable.

5. Permissible Delay. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, work stoppages arising out of collective bargaining strikes, pandemic, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons) (collectively, "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.
6. Bind and Inure. The rights created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, including, in the case of the City, the public; provided, however, that the Grantor shall only be responsible hereunder for matters occurring and claims arising during its period of ownership of

the Grantor Parcel. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantor, or any partner of Grantor, or any affiliate of Grantor, shall have any personal liability under this Grant. In addition, no party to this Grant shall have personal liability under this Grant. In the event any person obtains a judgment against Grantor in connection with this Grant, such person's sole recourse shall be to the estate and interest of Grantor in and to Grantor Parcel.

7. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person/via courier, by certified mail-return receipt requested, or by a recognized expedited overnight delivery service, at the following address, or such future address as may be designated by notice in writing:

If to Grantor, addressed to:

Galen Street Owner LLC
c/o Boston Development Group
93 Union Street
Newton, MA 02459
Attention: Manager

With a copy to:

Galen Street Owner, LLC
c/o The Davis Companies
125 High Street, #2111
Boston, MA 02110
Attention: General Counsel

If to the City, addressed to:

City of Watertown
149 Main Street
Watertown, MA 02472
Attention: City Manager

8. Estoppel. Each party shall, without charge and from time to time, deliver within twenty (20) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant, each party's obligations thereunder, and any other facts or matters reasonably requested by the requesting party.
9. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable.
10. Authority. Each party hereto hereby represents and warrants to the other parties that (i) the person executing and delivering this Agreement on behalf of such party has been duly authorized by all requisite action, and (ii) when fully executed and delivered, this Agreement shall constitute the binding agreement of such party, enforceable in accordance with its terms.
11. Attorneys' Fees and Costs. In the event any party is required to resort to litigation to enforce its rights under this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and attorneys' fees (including the fees of any in-house legal staff of any party or their affiliates) incurred in connection with such action.
12. Waiver of Jury Trial. Each party acknowledges and agrees it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of the agreements delivered in connection herewith or the transactions

contemplated hereby or thereby. Each party certifies and acknowledges that (a) no representative, agent or attorney or any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce such waivers, (b) it understands and has considered the implications of such waivers, (c) it makes such waivers voluntarily, and (d) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 12.

13. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties hereto and the parties expressly disclaim any intent to benefit anyone not a party hereto.
14. Governing Law. This Grant shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted. If any provision of this Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.
15. Counterparts. This Grant may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Grant shall be executed and each shall be deemed an original.

16. Complementary Easements. In the event that there are any inconsistencies in that certain highway way easement agreement by and between the parties, dated this date, and recorded herewith (the “Highway Easement Agreement”) and this Grant, the terms and provisions of the Highway Easement Agreement shall govern.

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

Galen Street Owner, LLC,
A Massachusetts limited liability company

By: _____
Name:
Title: Authorized Signatory
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____ ss. _____, 2024

On this ____ day of _____, 2024 before me, the undersigned notary public, personally appeared, a manager of Galen Street Owner, LLC, proved to me through satisfactory evidence of identification which was _____ 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 in such capacity.

Notary Public
My commission expires: _____

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2024, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2024, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Private Way Right and Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY:

CITY OF WATERTOWN

Name: George Proakis
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

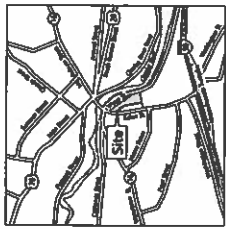
MIDDLESEX, ss. _____, 2024

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared George Proakis, the City Manager of the CITY OF WATERTOWN, proved to me through satisfactory evidence of identification which was _____ 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 on behalf of the City of Watertown.

Notary Public
My commission expires: _____

EXHIBIT A

PLAN OF PRIVATE WAY EASEMENT AREA



Lotus Map
1" = 1700 Feet

LOT 3A
AREA = 109,559 S.F.
(2.515 ACRES)

OWNERS:
GARDEN STREET LLC
IN CONJUNCTION WITH
GARDEN STREET LLC
BOOK 17941, PAGE 111

LOT 1A
PRIVATE WAY EASEMENT PLAN

WATERTOWN
MASSACHUSETTS

PREPARED FOR: GARDEN STREET OWNER LLC

PREPARED BY: VHL, Inc.
Engineers | Planners | Designers
101 Walnut Street, P.O. Box 9151
Watertown, MA 02471-9151
(617) 924-1776

SCALE: 1" = 20 FEET
DATE: MARCH 22, 2022
SHEET: 1 OF 3
REVISED: SEPTEMBER 21, 2023

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SCALE IN FEET

UNION STREET

GALEN (1904 COUNTY LAYOUT - 70' WIDE STREET

Certification

I, the undersigned, being a duly licensed Professional Engineer in the State of Massachusetts, do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Massachusetts. I am not aware of any fraud or error in this plan or any part thereof.

DATE: _____
PROFESSIONAL LAND SURVEYOR

ALDRICH ROAD

Record Owner Lot 1A

GARDEN STREET LLC
MAP 18, LOT 1A
BOOK 17941, PAGE 88

General Notes

1. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED IN MAY, 2022.
2. HORIZONTAL CURVES ARE BASED ON HORIZONTAL CURVE DATA.

WATER (PUBLIC MARKET WORK) STREET

LOT 1A
AREA = 109,573 S.F.
(2.515 ACRES)

PRIVATE WAY EASEMENT AREA
AREA = 1.5 S.F.

TECHNOLOGY WAY
AREA = 1.5 S.F.

DROP OFF
PICKUP AREA
AREA = 1.5 S.F.

MAP
MASSACHUSETTS MAP
BOOK 17941, PAGE 88

RECORDED FOR RECORD: SEE ONLY

EXHIBIT B

LEGAL DESCRIPTION OF PRIVATE WAY EASEMENT AREA

Legal Description Technology Way Easement

A certain Easement situated in the Town of Watertown, the County of Middlesex, and in the Commonwealth of Massachusetts being shown as Technology Way Private Way Easement Area on a plan entitled "Lot 1A Private Way Easement Plan in Watertown Massachusetts Prepared for Galen Street Owner" Scale: 1"=20', Dated March 22, 2022 and revised September 21, 2023, and prepared by VHB, Inc., bounded and described as follows:

Beginning at a point on the southwesterly sideline of Water Street two hundred fifteen and eighty-three hundredths feet (215.83') southeasterly, and along the southwesterly sideline of Water Street from its intersection with the easterly sideline of Galen Street, being the northeasterly corner of the herein described Technology Way Private Way Easement Area; thence

S 36°02'00" E	a distance of fifty-seven and eight hundredths feet (57.08') along the southwesterly sideline of Water Street to a point; thence
S 33°49'55" E	a distance of nineteen and eighteen hundredths feet (19.18') along the southwesterly sideline of Water Street to a point; thence
Westerly	and curving to the left along the arc of a curve having a radius of twenty-nine and fifty hundredths feet (29.50'), a length of twenty four and ten hundredths feet (24.10') a chord bearing of S 74°22'32 E and a chord distance of twenty-three and forty-four hundredths feet (23.44') to a point; thence
Westerly	and curving to the left along the arc of a curve having a radius of thirty-four and no hundredths feet (34.00'), a length of ten and twenty-two hundredths feet (10.22') a chord bearing of S 65°17'08 W and a chord distance of ten and eighteen hundredths feet (10.18') to a point; thence
S 56°40'28" W	a distance of sixteen and twenty-eight hundredths feet (16.28') to a point; thence
Westerly	and curving to the right along the arc of a curve having a radius of two hundred eleven and fifty hundredths feet (211.50'), a length of thirty-two and forty-four hundredths feet (32.44') a chord bearing of S 61°04'05 W and a chord distance of thirty-two and forty hundredths feet (32.40') to a point; thence
Southwesterly	and curving to the left along the arc of a curve having a radius of two and fifty hundredths feet (2.50'), a length of one and eighty-six hundredths feet (1.86') a chord bearing of S 44°08'31 W and a chord distance of one and eighty-two hundredths feet (1.82') to a point; thence
S 22°49'20" W	a distance of sixteen and ten and fifty-four hundredths feet (10.54') to a point; thence

S 68°32'17" W	a distance of four and fifty-eight hundredths feet (4.58') to a point; thence
S 69°07'26" W	a distance of twenty-three and ninety-four hundredths feet (23.94') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of one hundred sixty-eight and fifty hundredths feet (168.50'), a length of thirty-five and fourteen hundredths feet (35.14') a chord bearing of S 75°05'55 W and a chord distance of thirty-five and eight hundredths feet (35.08') to a point; thence
N 55°38'01" W	a distance of eleven and two hundredths feet (11.02') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of two and fifty hundredths feet (2.50'), a length of one and eighty-six hundredths feet (1.86') a chord bearing of N 76°55'35 W and a chord distance of one and eighty-two hundredths feet (1.82') to a point; thence
S 83°00'57" W	a distance of eleven and thirty-two hundredths feet (11.32') to a point; thence
Southwesterly	and curving to the left along the arc of a curve having a radius of seventeen and fifty hundredths feet (17.50'), a length of twenty-six and sixty-seven hundredths feet (26.67') a chord bearing of S 40°35'13 W and a chord distance of twenty-four and seventeen hundredths feet (24.17') to a point; thence
S 86°19'00" W	a distance of fifty-nine hundredths feet (0.59') to a point in the easterly sideline of Galen Street; thence
Northeasterly	and curving to the right along the arc of a curve having a radius of four hundred ten and no hundredths feet (410.00'), a length of seventy-seven and twenty-one hundredths feet (77.21') a chord bearing of N 1°42'43 E and a chord distance of seventy-seven and ten hundredths feet (77.10') along the easterly sideline of Galen Street to a point; thence
N 7°06'25" E	a distance of twenty-two and nineteen hundredths feet (22.19') along the easterly sideline of Galen Street to a point; thence
Southerly	and curving to the left along the arc of a curve having a radius of ninety-nine and fifty hundredths feet (99.50'), a length of nineteen and sixty-three hundredths feet (19.63') a chord bearing of S 8°48'15 E and a chord distance of nineteen and sixty hundredths feet (19.60') to a point; thence
Southeasterly	and curving to the left along the arc of a curve having a radius of twenty-four and fifty hundredths feet (24.50'), a length of twenty-six and forty-

three hundredths feet (26.43') a chord bearing of S 45°21'47" E and a chord distance of twenty-five and seventeen hundredths feet (25.17') to a point; thence

Easterly

and curving to the left along an arc of a curve having a radius of twenty-four and fifty hundredths feet (24.50') a length of seven and sixty-nine hundredths feet (7.69') a chord bearing of S 85°15'50" E and a chord distance of seven and sixty-six hundredths feet (7.66') to a point; thence

Northeasterly

and curving to the left along the arc of a curve having a radius of one hundred forty-nine and fifty hundredths feet (149.50'), a length of ninety-one and sixty-two hundredths feet (91.62') a chord bearing of N 68°11'06" E and a chord distance of ninety and nineteen hundredths feet (90.19') to a point; thence

Northeasterly

and curving to the left along the arc of a curve having a radius of sixty-nine and fifty hundredths feet (69.50'), a length of twenty and fifteen hundredths feet (20.15') a chord bearing of N 42°19'25" E and a chord distance of twenty and eight hundredths feet (20.08') to a point; thence

Northeasterly

and curving to the left along the arc of a curve having a radius of sixty-two and seventy-one hundredths feet (62.71'), a length of nineteen and thirty-four hundredths feet (19.34') a chord bearing of N 25°50'39" E and a chord distance of nineteen and twenty-seven hundredths feet (19.27') to the point of beginning.

said Easement containing 8,039 square feet or 0.185 acres more or less.

EXHIBIT C

CITY COUNCIL VOTE

GRANT OF EASEMENT
(HIGHWAY EASEMENT AGREEMENT)
(66 GALEN STREET, WATERTOWN, MA)

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2024 by and between **Galen Street Owner, LLC**, a Delaware limited liability company ("Grantor"), having a mailing address of c/o Boston Development Group, 93 Union Street, Newton, Massachusetts 02459, and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 66 Galen Street, containing approximately 2.515 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 77347, Page 59 (the "Grantor Parcel"). The Grantor Parcel abuts Galen Street and Water Street, each a public way of the City.

B. In connection with certain zoning approvals granted to Grantor's affiliate by the Zoning Board of Appeals of the City of Watertown ("ZBA") on January 27, 2021 in Case Number ZBA-2020-22 SP/SR, which zoning approvals were granted in connection with the Grantor's affiliate's development of the Grantor Parcel (the "ZBA Decision") and run with the land, Grantor's affiliate committed to grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown respectively as "Highway Easement Area" on Sheet 2 of that certain plan of land, with respect to Lot 1A in Watertown, Massachusetts, dated March 22, 2022 and revised September 21, 2023, prepared by VHB, Inc., which plan (the "Plan") is recorded with the Registry herewith as Plan ____ of 2024. Sheet 2 is entitled "Lot 1A, Highway Easement Plan in Watertown, Massachusetts." A true and accurate copy of Sheet 2 of the Plan is attached hereto as Exhibit A. The above highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit B attached hereto. The ZBA Decision is recorded with the Registry in Book 77157, Page 268.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the City hereby agree as follows:

1. Highway Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation, maintenance, repair, and replacement of sidewalks, crosswalks, wheelchair ramps, street lights,

landscaping, street trees, bus shelters, inspector booths, street signs, traffic control signs, fire hydrants, fire alarm systems, traffic control devices, and traffic lights and other traffic signal devices, including all appurtenances to the foregoing (collectively, the “Highway Improvements”), together with pedestrian and vehicular access (except as hereinafter limited) by the City, and not the general public, to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of the Highway Improvements pursuant to Section 5, and further together with the perpetual non-exclusive right and easement, in common with the Grantor, to use that portion of Highway Easement Area on the north side of Technology Way and shown on the Plan as “Shelter and Booth Area” (i) with respect to the bus shelter (the “Bus Shelter”), for waiting for buses, during normal bus operation hours, for members of the general public, and (ii) with respect to the inspector booth (the “Inspector Booth”), for employees or contractors of the Massachusetts Bay Transit Authority (“MBTA”), engaged in providing bus service to the Grantor Parcel, or any portion thereof (collectively, the “Highway Right”). The Highway Right includes, without limitation, the right of the City, to grant, in common with the Grantor, to MBTA the perpetual non-exclusive right and easement to use the Bus Shelter and the Inspector Booth for the above-described purposes. The Highway Right also includes, without limitation, the right of the City, in common with the Grantor, to place, install, construct, and replace in, on, along, under, and upon the Highway Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of municipal water, sewer, drainage, fire protection, and other utility services, together with the right of the City to grant, in common with the Grantor, to private utility providers the perpetual non-exclusive right and easement to place, install, construct, and replace in, on, along, under, and upon the Highway Easement Area pipes,

conduits, lines, manholes and other appurtenances necessary for the transmission of utility services, including, without limitation, gas, electricity, telephone, internet, intelligence, fire protection, and cable services. Notwithstanding the foregoing, all pipes, lines, conduits, and appurtenances shall be underground; only manhole covers and grates and other utility appurtenances may be located at ground level; provided, however, with respect to such other utility appurtenances, such ground level placement shall be permitted only if it is reasonably necessary for the provision of utility services. Grantor has the obligation, at its sole cost and expense, to construct within the Highway Easement Area those Highway Improvements required by the City in the ZBA Decision or in connection with the development of the Grantor Parcel pursuant to the ZBA Decision, including, without limitation, the Inspector Booth and the Bus Shelter. Notwithstanding anything to the contrary contained in this Grant, the rights of the general public upon or under the Highway Right are limited to the use of the Highway Improvements; the general public has no right upon or under the Highway Right to construct, install, maintain, repair, or replace any Highway Improvements or the Highway Easement Area. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Area consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of the Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of the Highway

Easement Area, including, without limitation, snow removal from such sidewalk portion. The term “mobility device,” as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of the Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of the Highway Easement Area at any time. Further, the City and/or any member of the public shall not place within any sidewalk portion of the Highway Easement Area any obstructions (except for temporary obstructions by the City necessary in connection with the maintenance, repair, or replacement of the Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights to, in, over, under, through, across, upon, on and along any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Highway Easement Area, in a manner that does not unreasonably interfere with the Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of the Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of the Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of the Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and

any sidewalk portion of the Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Water Street, Technology Way, and/or Galen Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of the Highway Easement Area; (e) at the option of the Grantor, to repair, maintain, and replace the City Highway Improvements (as that term is defined hereinafter), where the City shall have failed to repair, maintain, or replace the same and such failure shall have continued for ten (10) days after written notice to the City by Grantor of such failure (except that no prior notice shall be required in the event of an emergency, but notice shall be given thereafter as soon as practicable); and (e) to use, or to grant to others the right to use, any sidewalk portion of the Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easements constitute an “interest in land” under Massachusetts General Laws Chapter 21, Section 17C (or such other state or local law that hereafter affords the same or similar protections), and that Grantor and all those claiming by, through or under Grantor, shall be afforded all of the rights, protections, privileges and benefits granted thereunder, and as such, Grantor and all those claiming by, through or under Grantor, shall not be liable for personal injuries or property damage sustained by members of the public in connection with the rights granted hereunder including, without limitation, a minor or any other person on the Highway Easement Area. In the exercise of the easement rights created hereunder, City and those claiming by, through or under City (including without limitation, City’s employees, agents and

contractors) (the "City Parties"), shall do so at their own risk, except as expressly provided herein. Grantor, its consultants, contractors, agents, licensees or invitees, and its affiliates, managers, members, partners, officers, directors, stockholders, attorneys, employees, predecessors, successors and assigns shall be free from all liability and claims for damages, together with all related costs, arising out of, related to or in connection with the exercise by City or City Parties of the rights granted hereunder, including but not limited to any such liability and/or claims with respect to release of any Hazardous Substances (as defined in this Section 4) regulated by or noncompliance with any Environmental Laws (as defined in this Section 4) caused by or related to City's or City Parties' exercise of the rights granted under this Agreement. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq., and the Comprehensive Environmental Response Compensation and Liability Act, 42 USC Sections 9602 et seq., and other federal laws governing the environment as in effect on the date of this Grant, together with their implementing regulations and guidelines and all state, regional, county, municipal and other local laws, regulations and ordinances that are similar to such federal laws or that regulate Hazardous Substances. The term "Hazardous Substances" includes petroleum, asbestos, lead, radon, mold, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

The City shall neither be liable for damages arising from the violation of any Environmental Laws with respect to the Highway Easement Area nor from the presence or release of Hazardous Substances with respect to the Highway Easement Area, in each instance arising from the negligent or intentional acts of the Grantor or the presence or release of

Hazardous Substances existing or occurring prior to the date of this Grant (except to the extent exacerbated by the City).

5. Performance of Work. The Grantor shall be responsible for the maintenance, repair and replacement of the Highway Improvements located in the Highway Easement Area, except for the City Highway Improvements (as that term is defined hereinafter). The maintenance responsibilities of the Grantor include snow and ice removal of the sidewalks located in the Highway Easement Area. The term "City Highway Improvements," as used in this instrument, means street lights, street signs, traffic control signs, crosswalks, fire hydrants, fire alarm systems, traffic control devices, traffic lights and other traffic signal devices, including all appurtenances to the foregoing. The City shall be responsible for the maintenance, repair and replacement of the City Highway Improvements located in the Highway Easement Areas. The City may maintain, repair, and replace any Highway Improvements located in the Highway Easement Area that the Grantor is obligated to, and has failed to, maintain, repair, or replace hereunder; provided, however, prior to the performing any such work, the City, except in the event of emergency, for which no prior notice shall be required, but notice shall be given thereafter as soon as practicable, shall have given prior written notice to Grantor of the Grantor's failure to maintain, repair, or replace, together with the details with respect to such failure, and Grantor shall have failed to make such maintenance, repair, or replacement within ten (10) days of Grantor's receipt of such notice (except that no prior notice shall be required in the event of an emergency, but notice shall be given thereafter as soon as practicable). Any construction, maintenance or replacement work to be performed by the City within the Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and

regulations and (ii) shall be performed to the extent practicable in a manner that causes the minimum of interference with the use and enjoyment of the Grantor Parcel by the Grantor. The City agrees, except in the event of emergency, for which no prior notice shall be required, but notice shall be given thereafter as soon as practicable, to give Grantor 48 hours' prior notice (which may be oral) or ten (10) days' prior written notice in the event of Grantor's failure to maintain, repair or replace, as provided above, of any construction, maintenance or replacement work within the Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. The City shall cause any contractor performing any work under this Grant for the City to have adequate commercial general liability insurance and workers' compensation insurance. Such insurance shall name Grantor as an additional insured and shall be carried by a reputable insurance company or companies qualified to do business in the Commonwealth of Massachusetts. Upon written request from the Grantor, City shall furnish, or cause to be furnished, to Grantor one (1) or more certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 5. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within the Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including the Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within the Highway Easement Area pursuant to the Highway Easement, at the sole cost and expense of

the City, the City shall, promptly, at its option, either (i) restore, as close as reasonably practicable, said land or area to the condition said land or area was in immediately prior to such exercise (including any landscaping or similar improvements) to the extent consistent with the City's exercise of its rights hereunder or (ii) restore such land or area consistent with the standards and practices of the Department of Public Works of the City. If the City, or any person claiming by, through, or under the City causes any damage to the Highway Easement Area, at the sole cost and expense of the City, the City shall promptly, at its option, either restore the same, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable, or restore such land or area consistent with the standards and practices of the Department of Public Works of the City.. If the City, or any person claiming by, through, or under the City causes any damage to any part of the Grantor Parcel not comprising the Highway Easement Area, the City shall promptly restore the same, at its sole cost and expense, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable.

7. Permissible Delay. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, pandemic, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons) (collectively, "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.

8. Bind and Inure. The rights created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns,

including, in the case of the City, the public; provided, however, that the Grantor shall only be responsible hereunder for matters occurring and claims arising during its period of ownership of the Grantor Parcel. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantor, or any partner of Grantor, or any affiliate of Grantor, shall have any personal liability under this Grant. In addition, no party to this Grant shall have personal liability under this Grant. In the event any person obtains a judgment against Grantor in connection with this Grant, such person's sole recourse shall be to the estate and interest of Grantor in and to Grantor Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person/via courier, by certified mail-return receipt requested, or by a recognized expedited overnight delivery service, at the following address, or such future address as may be designated by notice in writing:

If to Grantor, addressed to:

Galen Street Owner LLC
c/o Boston Development Group
93 Union Street
Newton, MA 02459
Attention: Manager

With a copy to:

Galen Street Owner, LLC
c/o The Davis Companies

125 High Street, #2111
Boston, MA 02110
Attention: General Counsel

If to the City, addressed to:

City of Watertown
149 Main Street
Watertown, MA 02472
Attention: City Manager

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Authority. Each party hereto hereby represents and warrants to the other parties that (i) the person executing and delivering this Agreement on behalf of such party has been duly authorized by all requisite action, and (ii) when fully executed and delivered, this Agreement shall constitute the binding agreement of such party, enforceable in accordance with its terms.

13. Attorneys' Fees and Costs. In the event any party is required to resort to litigation to enforce its rights under this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and attorneys' fees (including the fees of any in-house legal staff of any party or their affiliates) incurred in connection with such action.

14. Waiver of Jury Trial. Each party acknowledges and agrees it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of the agreements delivered in connection herewith or the transactions contemplated hereby or thereby. Each party certifies and acknowledges that (a) no representative, agent or attorney or any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce such waivers, (b) it understands and has considered the implications of such waivers, (c) it makes such waivers voluntarily, and (d) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 14.

15. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties hereto and the parties expressly disclaim any intent to benefit anyone not a party hereto.

16. Governing Law. This Grant shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted. If any provision of this Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This Grant may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Grant may be executed and each shall be deemed an original.

18. Complementary Easements. In the event that there are any inconsistencies in that certain private way easement agreement by and between the parties, dated this date, and recorded herewith (the "Private Way Easement Agreement") and this Grant, the terms and provisions of this Grant shall govern.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

Galen Street Owner, LLC,
A Delaware limited liability company

By: _____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____ ss.

On this _____ day of _____, 2024 before me, the undersigned notary public, personally appeared, a _____ of Galen Street Owner, LLC, proved to me through satisfactory evidence of identification which was _____ 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 in such capacity.

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2024, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2024, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name: George Proakis
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

COMMONWEALTH OF MASSACHUSETTS

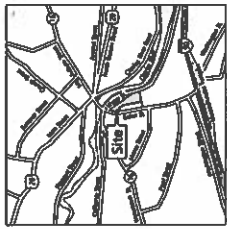
Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared George Proakis, the City Manager of the City of Watertown, proved to me through satisfactory evidence of identification which was _____ 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 on behalf of the City of Watertown.

Notary Public
My commission expires: _____

EXHIBIT A

PLAN OF HIGHWAY EASEMENT AREA



Locus Map
1" = 1700' Feet

LOT 3A
AREA = 109,559 S.F.
(2.515 ACRES)

LOT 1A
AREA = 109,573 S.F.
(2.515 ACRES)

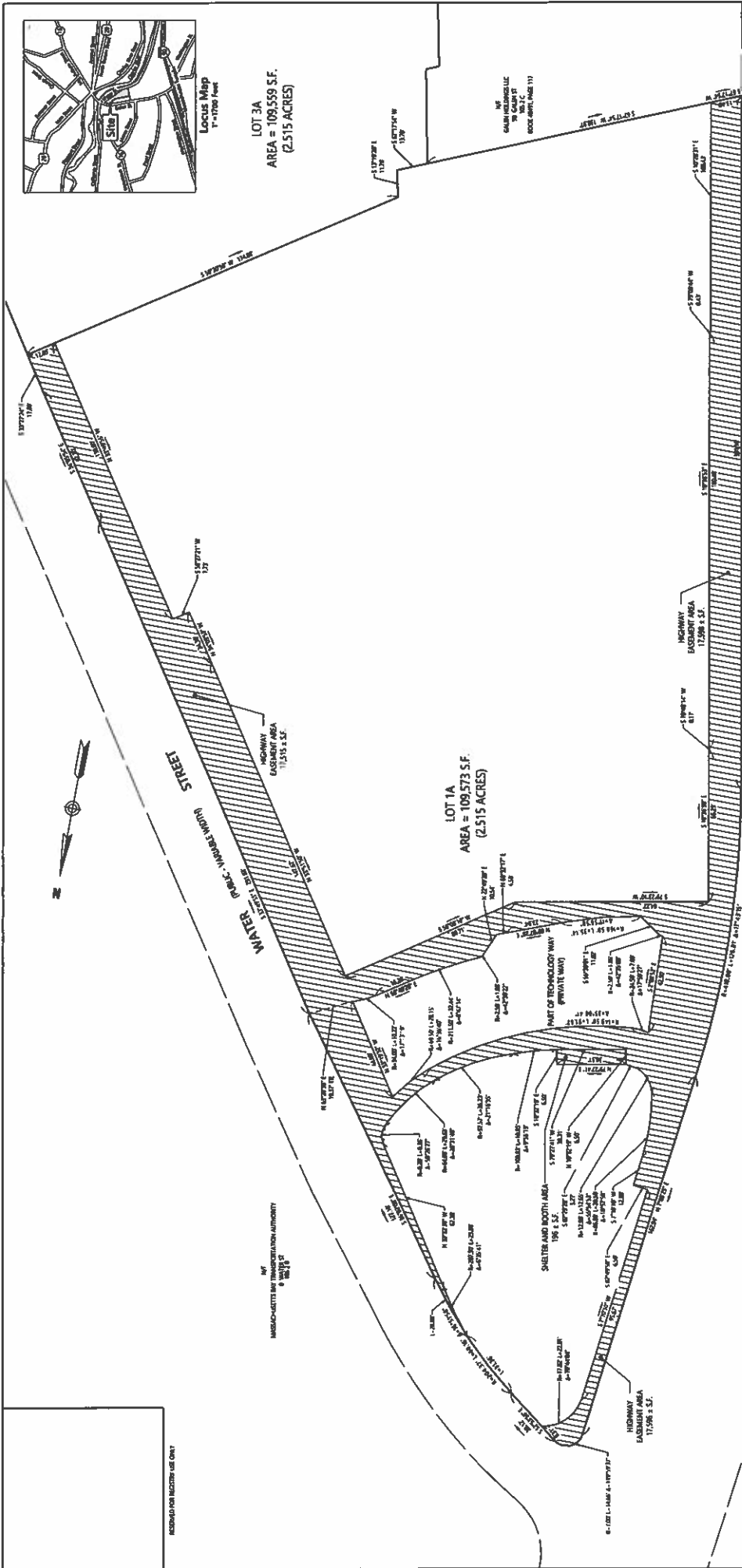
MR.
GALIN HELMELIC
101 WILKINS STREET
BOSTON, MASS 02111

LOT 1A HIGHWAY EASEMENT PLAN IN WATERTOWN MASSACHUSETTS

PREPARED FOR: GALIN STREET OWNER LLC
PREPARED BY: VHB, INC.
Engineers | Planners | Designers
101 Wilkins Street, P.O. Box 9151
Boston, MA 02111
(617) 924-1770

SCALE: 1" = 20' FEET
DATE: MARCH 22, 2023
SHEET 2 OF 3
REVISED: SEPTEMBER 21, 2023

www.vhb.com/galinstreet LOT 1A (2023) 09-22-2023 09-21-2023 09-21-2023 09-21-2023



GALIN COUNTY (AVOID - 70' WIDE) STREET

Certification

I HEREBY CERTIFY THAT THE PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND ARCHITECTS OF THE STATE OF MASSACHUSETTS. I AM A LICENSED PROFESSIONAL ENGINEER AND ARCHITECT IN THE STATE OF MASSACHUSETTS. I HAVE REVIEWED THE PLAN AND THE INFORMATION PROVIDED TO ME BY THE CLIENT AND I HAVE FOUND IT TO BE TRUE AND CORRECT. I HAVE ALSO REVIEWED THE PLAN AND THE INFORMATION PROVIDED TO ME BY THE CLIENT AND I HAVE FOUND IT TO BE TRUE AND CORRECT. I HAVE ALSO REVIEWED THE PLAN AND THE INFORMATION PROVIDED TO ME BY THE CLIENT AND I HAVE FOUND IT TO BE TRUE AND CORRECT.

DATE

NOTARIAL PUBLIC STATE OF MASSACHUSETTS

ALDRICH ROAD

Record Owner Lot 1A
GALIN STREET OWNER LLC
101 WILKINS STREET
BOSTON, MASS 02111

General Notes

1. THE PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED.
2. THE PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED.

EXHIBIT B
HIGHWAY EASEMENT AREA

Legal Description Lot 1A Highway Easement

A certain Easement situated in the Town of Watertown, the County of Middlesex, and in the Commonwealth of Massachusetts being shown as Highway Easement Area on a plan entitled "Lot 1A Highway Easement Plan in Watertown Massachusetts Prepared for Galen Street Owner" Scale: 1"=20', Dated March 22, 2022 and revised September 21, 2023, and prepared by VHB, Inc., bounded and described as follows:

Beginning at a point on the southwesterly sideline of Water Street fifty-nine and forty-eight hundredths feet (59.48') southeasterly, and along the southwesterly sideline of Water Street from its intersection with the easterly sideline of Galen Street, being the northeasterly corner of the herein described Lot 1A Highway Easement Area; thence

Southerly	and curving to the right along the arc of a curve having a radius of two hundred four and thirty-seven hundredths feet (204.37'), a length of twenty-eight and eighty hundredths feet (28.80') a chord bearing of S 40°04'16 E and a chord distance of twenty-eight and seventy-eight hundredths feet (28.78') to a point; thence
S 36°02'00" E	a distance of one hundred twenty-seven and ten hundredths feet (127.10') feet to a point; thence
S 33°49'55" E	a distance of two hundred thirty-one and eighty-three hundredths feet (231.83') to a point; thence
S 34°05'54" E	a distance of sixty-two and thirty hundredths feet (62.30') to a point; thence
S 33°27'24" E	a distance of seventeen and sixty hundredths feet (17.60') to a point; thence
S 56°30'50" W	a distance of twelve and eight-five hundredths feet (12.85') to a point; thence
N 33°49'55" W	a distance of one hundred thirty and sixty hundredths feet (130.60') to a point; thence
S 56°27'21" W	a distance of seven and seventy-three hundredths feet (7.73') to a point; thence
N 34°09'53" W	a distance of twenty-four and thirty hundredths feet (24.30') to a point; thence
N 33°51'50" W	a distance of one hundred forty-seven and sixty-seven hundredths feet (147.67') to a point; thence
S 56°08'10" W	a distance of eighty and seventy-one hundredths feet (80.71') to a point; thence
S 79°23'10" W	a distance of eighty-four and twenty-two hundredths feet (84.22') to a point; thence
S 10°36'50" E	a distance of sixty-six and twenty-nine hundredths feet (66.29') to a point; thence

S 78°48'14" W	a distance of seventeen hundredths feet (0.17') to a point; thence
S 10°36'53" E	a distance of one hundred eighty and forty-six hundredths feet (180.46') to a point; thence
S 79°09'44" W	a distance of forty-three hundredths feet (0.43') to a point; thence
S 10°28'31" E	a distance of one hundred and forty-three hundredths feet (100.43') to a point; thence
S 67°17'54" W	a distance of thirteen and forty-six hundredths feet (13.46') to a point thence
N 10°36'50" W	a distance of three hundred one and ten hundredths feet (301.10") to a point; thence
Northerly	and curving to the right along the arc of a curve having a radius of four hundred ten and no hundredths feet (410.00'), a length of one hundred twenty-six and eighty-one hundredths feet (126.81') a chord bearing of N 1°45'13 W and a chord distance of one hundred twenty-six and thirty hundredths feet (126.30') along the easterly sideline of Galen Street to a point; thence
N 07°06'25" E	a distance of one hundred sixty-two and ninety-four hundredths feet (162.94") to a point; thence;
Northerly	and curving to the right along the arc of a curve having a radius of seven and no hundredths feet (7.00'), a length of fourteen and sixty-six hundredths feet (14.66') a chord bearing of N 62°29'33 E and a chord distance of eleven and fifty-two hundredths feet (11.52')along the easterly sideline of Galen Street to a point; thence
S 52°53'58" E	a distance of eight and thirty-one hundredths feet (8.31') along the southwest sideline of Water Street to a point; thence
Northerly	and curving to the left along the arc of a curve having a radius of seventeen and eighty-two hundredths feet (17.82'), a length of twenty-two and one hundredths feet (22.01') a chord bearing of S 44°59'35 W and a chord distance of twenty and sixty-three hundredths feet (20.63') to a point; thence
S 07°10'10" W	a distance of ninety-five and sixty-seven hundredths feet (95.67') to a point; thence
S 82°49'50" E	a distance of six and fifty hundredths feet (6.50') to a point; thence
S 07°10'10" W	a distance of twelve and eighty-nine hundredths feet (12.89') to a point; thence
Southerly	and curving to the left along the arc of a curve having a radius of eighty-six and nine hundredths feet (86.09'), a length of twenty-eight and fifty hundredths feet (28.50') a chord bearing of S 2°16'19 E and a chord distance of twenty-eight and thirty-seven hundredths feet (28.37') to a point; thence

Southeasterly	and curving to the left along the arc of a curve having a radius of twelve and ninety-six hundredths feet (12.96'), a length of twelve and sixty-five hundredths feet (12.65') a chord bearing of S 42°57'16 E and a chord distance of twelve and fifteen hundredths feet (12.15') to a point; thence
S 82°29'28" E	a distance of five and twenty-seven hundredths feet (5.27') to a point; thence
N 79°27'41" E	a distance of thirty and thirty-one hundredths feet (30.31') to a point; thence
S 10°32'19" E	a distance of six and fifty hundredths feet (6.50') to a point; thence
Easterly	and curving to the left along the arc of a curve having a radius of one hundred eight and eighty-three hundredths feet (108.83'), a length of eighteen and eighty-five hundredths feet (18.85') a chord bearing of N 73°51'04 E and a chord distance of eighteen and eighty-two hundredths feet (18.82') to a point; thence
Northeasterly	and curving to the left along the arc of a curve having a radius of ninety-five and ninety-seven hundredths feet (95.97'), a length of thirty-six and twenty-three feet (36.23') a chord bearing of N 61°11'43 E and a chord distance of thirty-six and three hundredths feet (36.03') to a point; thence
Northeasterly	and curving to the left along the arc of a curve having a radius of sixty-four and no hundredths feet (64.00'), a length of twenty-nine and sixty-three hundredths feet (29.63') a chord bearing of N 37°21'55 E and a chord distance of twenty-nine and thirty-seven hundredths feet (29.37') to a point; thence
Northerly	and curving to the left along the arc of a curve having a radius of eight and twenty hundredths feet (8.20'), a length of eight and thirty-six hundredths feet (8.36') a chord bearing of N 4°14'48 W and a chord distance of eight and one hundredths feet (8.01') to a point; thence
N 33°32'39" W	a distance of sixty-seven and thirty-eight hundredths feet (67.38') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of two hundred seven and fifty hundredths feet (207.50'), a length of twenty-three and eighty-eight hundredths feet (23.88') a chord bearing of N 36°50'30 W and a chord distance of twenty-three and eighty-seven hundredths feet (23.87') to the point of beginning.

Excepting a portion of the area described above which is contained within the limit of the area described above commencing at a point on the southwesterly sideline of Water Street two hundred fifteen and thirty-eight hundredths feet (215.38') southeasterly, and along the southwesterly sideline of Water Street from its intersection with the easterly sideline of Galen Street; thence S 63°20'38" W a distance of nineteen and thirty-seven hundredths feet (19.37') to the point of beginning of the excepted area; thence

Northwesterly	and curving to the left along the arc of a curve having a radius of thirty-four and no hundredths feet (34.00'), a length of ten and twenty-two hundredths feet (10.22') a
---------------	--

	chord bearing of S 65°17'08 W and a chord distance of ten and eighteen hundredths feet (10.18') to a point; thence
S 56°40'28" W	a distance of sixteen and twenty-eight hundredths feet (16.28') to a point; thence
Southwesterly	and curving to the right along the arc of a curve having a radius of two hundred eleven and fifty hundredths feet (211.50') a length of thirty-two and forty-four hundredths feet (32.44') a chord bearing of S 61°04'05 W and a chord distance of thirty-two and forty hundredths feet (32.40') to a point; thence
Southwesterly	and curving to the left along the arc of a curve having a radius of two and fifty hundredths feet (2.50') a length of one and eighty-six hundredths feet (1.86') a chord bearing of S 44°08'31 W and a chord distance of one and eighty-two hundredths feet (1.82') to a point; thence
S 22°49'20" W	a distance of ten and fifty-four hundredths feet (10.54') to a point; thence
S 68°32'17" W	a distance of four and fifty-eight hundredths feet (4.58') to a point; thence
S 69°07'26" W	a distance of twenty-three and ninety-four hundredths feet (23.94') to a point; thence
Westerly	and curving to the right along the arc of a curve having a radius of one hundred sixty-eight and fifty hundredths feet (168.50') a length of thirty-five and fourteen hundredths feet (35.14') a chord bearing of S 75°05'55 W and a chord distance of thirty-five and eight hundredths feet (35.08') to a point; thence
N 55°38'01" W	a distance of eleven and two hundredths feet (11.02') to a point; thence
Northwesterly	and curving to the left along the arc of a curve having a radius of two and fifty hundredths feet (2.50') a length of one and eighty-six hundredths feet (1.86') a chord bearing of N 76°55'35 W and a chord distance of one and eighty-two hundredths feet (1.82') to a point; thence
N 02°08'52" W	a distance of forty-two and thirty hundredths feet (42.30') to a point; thence
Easterly	and curving to the left along the arc of a curve having a radius of twenty-four and fifty hundredths feet (24.50') a length of seven and sixty-nine hundredths feet (7.69') a chord bearing of S 85°15'50 E and a chord distance of seven and sixty-six hundredths feet (7.66') to a point; thence
Northeasterly	and curving to the left along the arc of a curve having a radius of one hundred forty-nine and fifty hundredths feet (149.50') a length of ninety-one and sixty-two hundredths feet (91.62') a chord bearing of N 68°11'06 E and a chord distance of ten and eighteen hundredths feet (90.19') to a point; thence
Northeasterly	and curving to the left along the arc of a curve having a radius of sixty-nine and fifty hundredths feet (69.50') a length of twenty and fifteen hundredths feet (20.15')

a chord bearing of N 42°19'25" E and a chord distance of twenty and eight hundredths feet (20.08') to a point; thence

S 33°19'32" E

a distance of forty-four and eighty-nine hundredths feet (44.89') to the point of beginning of the excepted Area.

said Easement containing 17,598 square feet or 0.404 acres more or less.

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

GRANT OF EASEMENT
(HIGHWAY EASEMENT AGREEMENT)
(51-57 WATER STREET. WATERTOWN, MA)

This GRANT OF EASEMENT ("Grant") is entered into as of the ____ day of _____, 2024 by and between **51 Water Street LLC**, a Delaware limited liability company ("Grantor"), having a mailing address of c/o Boston Development Group, 93 Union Street, Newton, Massachusetts 02459, and the **City of Watertown**, a Massachusetts municipal association ("City"), having its usual place of business at 149 Main Street, Watertown, Massachusetts 02472.

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of, *inter alia*, a certain parcel of land, commonly identified as 51-57 Water Street, containing approximately 2.515 acres located in the City of Watertown, Middlesex County, Massachusetts and more particularly described in that certain Quitclaim Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 33000, Page 533, as affected by a conveyance by Grantor more particularly described in that certain Quitclaim Deed recorded with the Registry in Book 77347, Page 85 (such 2.515 acre

parcel of land, the "Grantor Parcel"). The Grantor Parcel abuts Water Street, a public way of the City.

B. In connection with certain zoning approvals granted to Grantor's affiliate by the Zoning Board of Appeals of the City of Watertown ("ZBA") on January 27, 2021 in Case Number ZBA-2020-22 SP/SR, which zoning approvals were granted in connection with the Grantor's affiliate's development of the Grantor Parcel (the "ZBA Decision") and run with the land, Grantor's affiliate committed to grant to the City an easement for highway purposes in that portion of the Grantor Parcel shown respectively as "Highway Easement Area" on that certain plan of land entitled "Lot 3A, Highway Easement Plan in Watertown, Massachusetts", dated March 22, 2022 and revised September 21, 2023, prepared by VHB, Inc., which plan (the "Plan") is recorded with the Registry herewith as Plan ____ of 2024, of which a true and accurate copy of the Plan is attached hereto as Exhibit A. The above highway easement area is hereinafter referred to as the "Highway Easement Area." A legal description of the Highway Easement Area is set forth in Exhibit B attached hereto. The ZBA Decision is recorded with the Registry in Book 77157, Page 268.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the City hereby agree as follows:

1. Highway Easement from Grantor to the City. Grantor hereby grants to the City, and to the general public, subject to the terms hereof and limited to the extent of Grantor's interest in the Highway Easement Area, the perpetual non-exclusive right and easement (the "Highway Easement"), in common with the Grantor, to use the Highway Easement Area for highway purposes, including, without limitation, public use, construction, installation, operation,

maintenance, repair, and replacement of sidewalks, crosswalks, wheelchair ramps, street lights, landscaping, street trees, bus shelters, inspector booths, street signs, traffic control signs, fire hydrants, fire alarm systems, traffic control devices, and traffic lights and other traffic signal devices, including all appurtenances to the foregoing (collectively, the “Highway Improvements”), together with pedestrian and vehicular access (except as hereinafter limited) by the City, and not the general public, to, in, over, under, through, across, upon, on and along the Highway Easement Area for purposes of the construction, installation, operation, maintenance, repair, and replacement of the Highway Improvements pursuant to Section 5 and performance of all acts incidental (collectively, the “Highway Right”). The Highway Right also includes, without limitation, the right of the City, in common with the Grantor, to place, install, construct, and replace in, on, along, under, and upon the Highway Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of municipal water, sewer, drainage, fire protection, and other utility services, together with the right of the City to grant, in common with the Grantor, to private utility providers the perpetual non-exclusive right and easement to place, install, construct, and replace in, on, along, under, and upon the Highway Easement Area pipes, conduits, lines, manholes and other appurtenances necessary for the transmission of utility services, including, without limitation, gas, electricity, telephone, internet, intelligence, fire protection, and cable services. Notwithstanding the foregoing, all pipes, lines, conduits, and appurtenances shall be underground; only manhole covers and grates and other utility appurtenances may be located at ground level; provided, however, with respect to such other utility appurtenances, such ground level placement shall be permitted only if it is reasonably necessary for the provision of utility services. Grantor has the obligation, at its sole cost and expense, to construct within the Highway Easement Area those Highway Improvements

required by the City in the ZBA Decision or in connection with the development of the Grantor Parcel pursuant to the ZBA Decision. Notwithstanding anything to the contrary contained in this Grant, the rights of the general public upon or under the Highway Right are limited to the use of the Highway Improvements; the general public has no right upon or under the Highway Right to construct, install, maintain, repair, or replace any Highway Improvements or the Highway Easement Area. The City's exercise of the Highway Easement shall not unreasonably interfere with Grantor's use of the Grantor Parcel, as set forth in Paragraph 3 below.

2. Limitations on Use of Sidewalks. Notwithstanding anything to the contrary contained in this Grant, with respect to any portion of the Highway Easement Area consisting now or hereafter of a sidewalk, the right of the City and the public to use, pursuant to the Highway Easement, such sidewalk shall not be deemed to include any rights for motor vehicles, motorcycles, or other motorized transportation devices to pass or repass on, across or over any sidewalk portion of the Highway Easement Area, other than (i) any mobility device, or (ii) in connection with the maintenance, repair or replacement of any sidewalk portion of the Highway Easement Area, including, without limitation, snow removal from such sidewalk portion. The term "mobility device," as used in this instrument, means a wheelchair, crutch, cane, walker, or other device, both motorized and non-motorized, that functions similarly to allow an injured or disabled person increased mobility for sidewalk travel. Additionally, the right of the City and the public to use, pursuant to the Highway Easement, any sidewalk portion of the Highway Easement Area shall not be deemed to include a right to park bicycles (except where authorized through the appropriate location of a bike storage rack or rental docking station) or motor vehicles, motorcycles, or other motorized or non-motorized transportation devices within any sidewalk portion of the Highway Easement Area at any time. Further, the City and/or any

member of the public shall not place within any sidewalk portion of the Highway Easement Area any obstructions (except for temporary obstructions by the City necessary in connection with the maintenance, repair or replacement of the Highway Easement Area).

3. Reserved Rights. The Highway Easement hereby granted does not grant to the City or the public any rights to, in, over, under, through, across, upon, on and along any portion of the Grantor Parcel other than the Highway Easement Area. Grantor reserves the right to continue to use the Highway Easement Area, in a manner that does not unreasonably interfere with the Highway Easement, including, without limitation: (a) to erect, outside of and along any sidewalk portion of the Highway Easement Area, such fences, vegetated buffers, or other measures it deems reasonably necessary or appropriate; (b) to install and maintain landscaping within any sidewalk portion of the Highway Easement Area up to the paved edge of the pedestrian path located within the sidewalk portion of the Highway Easement Area; (c) to establish such driveways, roads, paths or other traveled ways within the Grantor Parcel, including but not limited to vehicular and pedestrian connections between the Grantor Parcel and any sidewalk portion of the Highway Easement Area, that do not unreasonably interfere with the exercise of the Highway Easement, as well as vehicular connections between the Grantor Parcel and Water Street; (d) to repair, replace, improve, maintain and use the sidewalk portion of the Highway Easement Area; (e) at the option of the Grantor, to repair, maintain, and replace the City Highway Improvements (as that term is defined hereinafter), where the City shall have failed to repair, maintain, or replace the same and such failure shall have continued for ten (10) days after written notice to the City by Grantor of such failure (except that no prior notice shall be required in the event of an emergency, but notice shall be given thereafter as soon as practicable); and (f) to use, or to grant to others the right to use, any sidewalk portion of the

Highway Easement Area for any and all purposes, provided only that such use shall not materially interfere with the exercise of the Highway Easement.

4. Release. It is the intention of the parties that access to the Highway Easement Area, including, without limitation, the sidewalk portions thereof, shall be used for recreational purposes and shall be free of charge or fee and that to the fullest extent permitted by law, the Highway Easement constitutes an “interest in land” under Massachusetts General Laws Chapter 21, Section 17C (or such other state or local law that hereafter affords the same or similar protections), and that Grantor and all those claiming by, through or under Grantor, shall be afforded all of the rights, protections, privileges and benefits granted thereunder, and as such, Grantor and all those claiming by, through or under Grantor, shall not be liable for personal injuries or property damage sustained by members of the public in connection with the rights granted hereunder including, without limitation, a minor or any other person on the Highway Easement Area. In the exercise of the easement rights created hereunder, City and those claiming by, through or under City (including without limitation, City’s employees, agents and contractors) (the “City Parties”), shall do so at their own risk, except as expressly provided herein. Grantor, its consultants, contractors, agents, licensees or invitees, and its affiliates, managers, members, partners, officers, directors, stockholders, attorneys, employees, predecessors, successors and assigns shall be free from all liability and claims for damages, together with all related costs, arising out of, related to or in connection with the exercise by City or City Parties of the rights granted hereunder, including but not limited to any such liability and/or claims with respect to release of any Hazardous Substances (as defined in this Section 4) regulated by or noncompliance with any Environmental Laws (as defined in this Section 4) caused by or related to City’s or City Parties’ exercise of the rights granted under this Agreement.

The term “Environmental Laws” includes without limitation the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq., and the Comprehensive Environmental Response Compensation and Liability Act, 42 USC Sections 9602 et seq., and other federal laws governing the environment as in effect on the date of this Grant together with their implementing regulations and guidelines and all state, regional, county, municipal and other local laws, regulations and ordinances that are similar to such federal laws or that regulate Hazardous Substances. The term “Hazardous Substances” includes petroleum, asbestos, lead, radon, mold, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

The City shall neither be liable for damages arising from the violation of any Environmental Laws with respect to the Highway Easement Area nor from the presence or release of Hazardous Substances with respect to the Highway Easement Area, in each instance arising from the negligent or intentional acts of the Grantor or the presence or release of Hazardous Substances existing or occurring prior to the date of this Grant (except to the extent exacerbated by the City).

5. Performance of Work. The Grantor shall be responsible for the maintenance, repair and replacement of the Highway Improvements located in the Highway Easement Area, except for the City Highway Improvements (as that term is defined hereinafter). The maintenance responsibilities of the Grantor include snow and ice removal of the sidewalks located in the Highway Easement Area. The term “City Highway Improvements,” as used in this instrument, means street lights, street signs, traffic control signs, crosswalks, fire hydrants, fire alarm systems, traffic control devices, traffic lights and other traffic signal devices, including all

appurtenances to the foregoing. The City shall be responsible for the maintenance, repair and replacement of the City Highway Improvements located in the Highway Easement Areas. The City may maintain, repair, and replace any Highway Improvements located in the Highway Easement Area that the Grantor is obligated to, and has failed to, maintain, repair, or replace hereunder; provided, however, prior to the performing any such work, the City, except in the event of emergency, for which no prior notice shall be required, but notice shall be given thereafter as soon as practicable, shall have given prior written notice to Grantor of the Grantor's failure to maintain, repair, or replace, together with the details with respect to such failure, and Grantor shall have failed to make such maintenance, repair, or replacement within ten (10) days of Grantor's receipt of such notice (except that no prior notice shall be required in the event of an emergency, but notice shall be given thereafter as soon as practicable). Any construction, maintenance or replacement work to be performed by the City within the Highway Easement Area pursuant to the Highway Easement (i) shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, and regulations and (ii) shall be performed to the extent practicable in a manner that causes the minimum of interference with the use and enjoyment of the Grantor Parcel by the Grantor. The City agrees, except in the event of emergency, for which no prior notice shall be required, but notice shall be given thereafter as soon as practicable, to give Grantor 48 hours' prior notice (which may be oral) or ten (10) days' prior written notice in the event of Grantor's failure to maintain, repair or replace, as provided above, of any construction, maintenance or replacement work within the Highway Easement Area, and, further, shall make all reasonable efforts to ensure vehicular access to the Grantor Parcel at all times, provided, however, the parties acknowledge that such access may be obstructed for periods of limited duration. The City shall cause any

contractor performing any work under this Grant for the City to have adequate commercial general liability insurance and workers' compensation insurance. Such insurance shall name Grantor as an additional insured and shall be carried by a reputable insurance company or companies qualified to do business in the Commonwealth of Massachusetts. Upon written request from the Grantor, City shall furnish, or cause to be furnished, to Grantor one (1) or more certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 5. In the event that any contractor, subcontractor or other person or entity engaged directly or indirectly on behalf of the City in connection with the performance of any work within the Highway Easement Area records or files any lien or other encumbrance against any portion of the Grantor Parcel (including the Highway Easement Area), the City shall take such action, at its sole cost and expense, to cause such lien or other encumbrance to be dissolved or released as soon as reasonably practicable.

6. Restoration. In connection with any construction or other work by the City within the Highway Easement Area pursuant to the Highway Easement, at the sole cost and expense of the City, the City shall, promptly, at its option, either (i) restore, as close as reasonably practicable, said land or area to the condition said land or area was in immediately prior to such exercise (including any landscaping or similar improvements) to the extent consistent with the City's exercise of its rights hereunder or (ii) restore such land or area consistent with the standards and practices of the Department of Public Works of the City. If the City, or any person claiming by, through, or under the City causes any damage to the Highway Easement Area, at the sole cost and expense of the City, the City shall promptly, at its option, either restore the same, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable, or restore such land or area consistent with the standards and practices of the

Department of Public Works of the City. If the City, or any person claiming by, through, or under the City causes any damage to any part of the Grantor Parcel not comprising the Highway Easement Area, the City shall promptly restore the same, at its sole cost and expense, to the condition the Grantor Parcel was in prior to such damage, as close as reasonably practicable.

7. Permissible Delay. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, pandemic, work stoppages arising out of collective bargaining strikes, unavailability of materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a party (other than financial reasons) (collectively, "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused.

8. Bind and Inure. The rights created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, including, in the case of the City, the public; provided, however, that the Grantor shall only be responsible hereunder for matters occurring and claims arising during its period of ownership of the Grantor Parcel. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of Grantor, or any partner of Grantor, or any affiliate of Grantor, shall have any personal liability under this Grant. In addition, no party to this Grant shall have personal liability under this Grant. In the event any person obtains a judgment against Grantor in connection with this Grant, such person's sole recourse shall be to the estate and interest of Grantor in and to Grantor Parcel. No employee, official, agent or representative of the City shall have personal liability under this Grant. Notwithstanding anything to the contrary contained in

this Grant, in the event of any breach of any term, condition, or obligation hereof, the sole remedy of any party shall be an action at law for money damages or a suit in equity for specific performance or other equitable relief, but no such breach shall operate as a forfeiture, reversion, or termination of any rights granted or arising hereunder.

9. Notice. Any notice hereunder shall be given in writing to the party for whom it is intended, in person/via courier, by certified mail-return receipt requested, or by a recognized expedited overnight delivery service, at the following address, or such future address as may be designated by notice in writing:

If to Grantor, addressed to:

51 Water Street LLC
c/o Boston Development Group
93 Union Street
Newton, MA 02459
Attention: Manager

With a copy to:

51 Water Street LLC
c/o The Davis Companies
125 High Street, #2111
Boston, MA 02110
Attention: General Counsel

If to the City, addressed to:

City of Watertown
149 Main Street
Watertown, MA 02472
Attention: City Manager

10. Estoppel. Each party shall, without charge and from time to time, deliver within thirty (30) days of written request by the other party, a certificate (addressed to the requesting

party and/or its potential lenders, tenants and purchasers) with respect to the status of this Grant and each party's obligations thereunder.

11. Permitted Encumbrances. The rights granted herein are subject to all restrictions, covenants, easements and other encumbrances of record, whether now or hereafter existing, to the extent in force and applicable, with the exception of monetary encumbrances, for which a subordination shall be obtained and recorded.

12. Authority. Each party hereto hereby represents and warrants to the other parties that (i) the person executing and delivering this Agreement on behalf of such party has been duly authorized by all requisite action, and (ii) when fully executed and delivered, this Agreement shall constitute the binding agreement of such party, enforceable in accordance with its terms.

13. Attorneys' Fees and Costs. In the event any party is required to resort to litigation to enforce its rights under this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and attorneys' fees (including the fees of any in-house legal staff of any party or their affiliates) incurred in connection with such action.

14. Waiver of Jury Trial. Each party acknowledges and agrees it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of the agreements delivered in connection herewith or the transactions contemplated hereby or thereby. Each party certifies and acknowledges that (a) no representative, agent or attorney or any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce such waivers, (b) it understands and has considered the implications of such waivers, (c) it makes such waivers voluntarily, and (d) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 14.

15. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties hereto and the parties expressly disclaim any intent to benefit anyone not a party hereto.

16. Governing Law. This Grant shall be governed by the laws of the Commonwealth of Massachusetts, as the same may now exist or as may be hereinafter enacted. If any provision of this Grant, or portions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Grant, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and such provision of this Grant shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This Grant may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Grant may be executed and each shall be deemed an original.

18. Notice of Activity and Use Limitation. The Grantor Parcel is subject to the Notice of Activity and Use Limitation dated February 15, 2001 recorded with the Registry in Book 32372, Page 33 and filed with the Middlesex South Registry District of the Land Court as Document No. 1162937.

[Signatures on the Following Pages]

EXECUTED as a sealed instrument as of the day and year first above written.

GRANTOR:

51 Water Street LLC,
A Delaware limited liability company

By: _____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____ ss.

On this _____ day of _____, 2024 before me, the undersigned notary public, personally appeared, a _____ of 51 Water Street LLC, proved to me through satisfactory evidence of identification which was _____ 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 in such capacity.

[City signatures on next page]

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 2024, the City of Watertown, acting by and through its City Manager pursuant to the vote taken by the City Council on _____, 2024, a certified copy of which is attached hereto as Exhibit C, hereby accepts the Highway Easement contained in the foregoing Grant of Easement granted to the City by Grantor, which is recorded herewith.

CITY OF WATERTOWN

Name: George Proakis
Title: City Manager
Hereunto duly authorized

Approved as to form by City Attorney:

Name:
Title: City Attorney

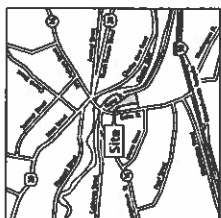
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared George Proakis, the City Manager of the City of Watertown, proved to me through satisfactory evidence of identification which was _____ 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 on behalf of the City of Watertown.

Notary Public
My commission expires: _____

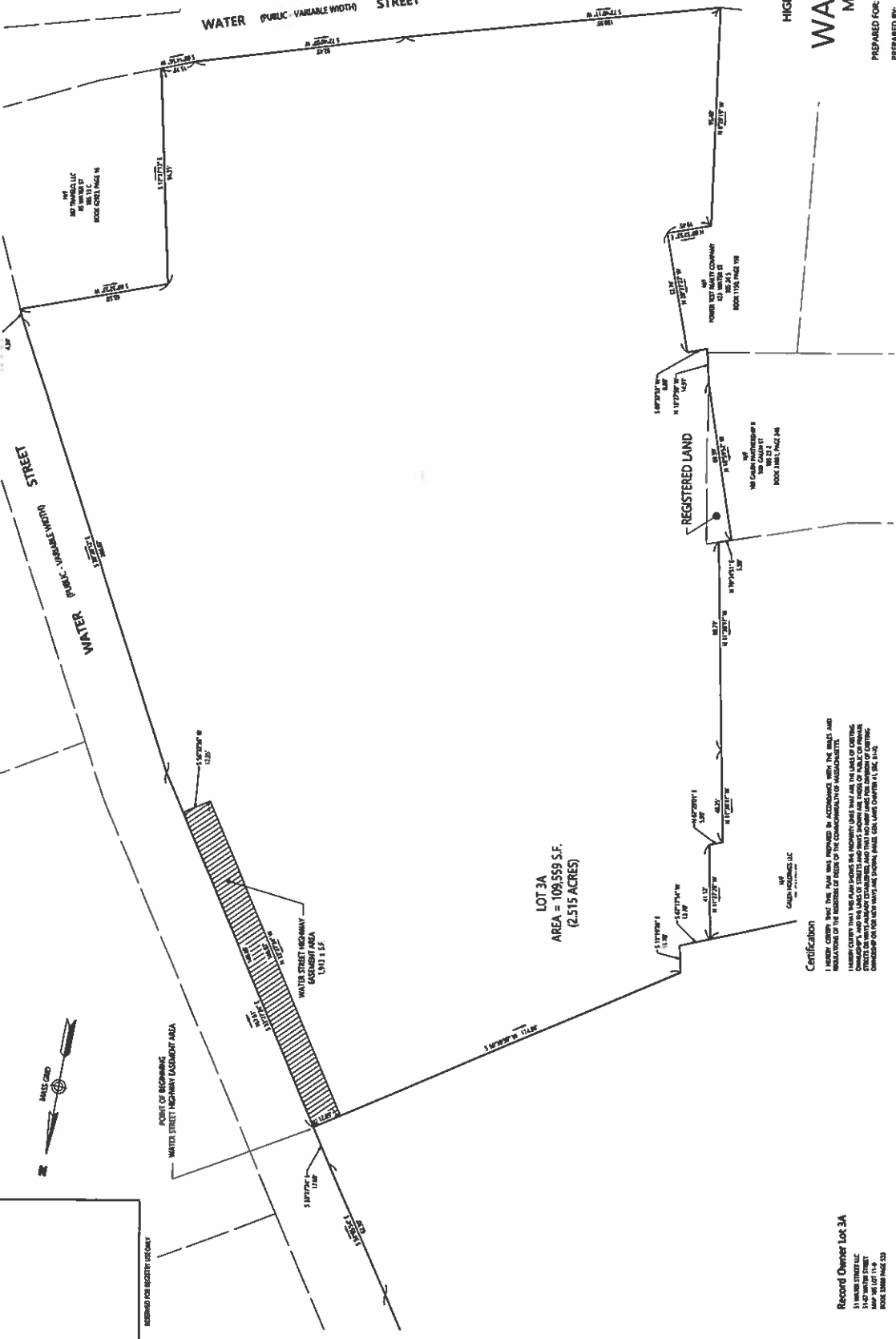
EXHIBIT A
PLAN OF HIGHWAY EASEMENT AREA



WATER (PUBLIC - VARIABLE WIDTH) STREET

LOT 3A HIGHWAY EASEMENT PLAN WATERTOWN MASSACHUSETTS

PREPARED FOR: S1 WATER STREET LLC
PREPARED BY: VME, Inc.
Engineers | Scientists | Planners | Designers
110 Water Street, Suite 200
Watertown, MA 02457-9151
(617) 924-1770
DATE: MARCH 22, 2023
REVISED: SEPTEMBER 21, 2023
SCALE: 1 INCH = 20 FEET
SHEET 1 OF 1



LOT 3A
AREA = 109,559 S.F.
(2.515 ACRES)

Certification
I, ROBERT CROSBY, being the duly authorized agent of the undersigned, do hereby certify that the plan was prepared in accordance with the rules and regulations of the Board of Registration of Professional Engineers and Surveyors of the Commonwealth of Massachusetts, and that the plan was prepared in accordance with the rules and regulations of the Board of Registration of Professional Engineers and Surveyors of the Commonwealth of Massachusetts, and that the plan was prepared in accordance with the rules and regulations of the Board of Registration of Professional Engineers and Surveyors of the Commonwealth of Massachusetts.

Record Owner Lot 3A
S1 WATER STREET LLC
110 WATER STREET
WATERTOWN, MA 02457-9151
ROD 1000 PAGE 530

General Notes

- 1) THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VME, INC. IN JANUARY, 2023, AND ARE SUBJECT TO ANY FUTURE SURVEY CONDUCTED BY VME, INC.
- 2) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED EASEMENT.
- 3) HORIZONTAL DATUM IS BASED ON NAD 83, AND VERTICALLY ON NGVD 29.

DATE: _____
REGISTERING LAND SURVEYOR

EXHIBIT B
HIGHWAY EASEMENT AREA

Legal Description Lot 3A Highway Easement

A certain Easement situated in the Town of Watertown, the County of Middlesex, and in the Commonwealth of Massachusetts being shown as Water Street Highway Easement Area on a plan entitled "Lot 3A Highway Easement Plan of Land in Watertown Massachusetts Prepared for 51 Water Street LLC" Scale: 1"=20', Dated September 21, 2023, and prepared by Vanasse Hangen Brustlin, Inc. bounded and described as follows:

Beginning at a point on the southwesterly sideline of Water Street five hundred forty-one and seventy-seven hundredths feet (541.77') southeasterly, and along the southwesterly sideline of Water Street from its intersection with the easterly sideline of Galen Street, being the northeasterly corner of Lot 3A and being the northeasterly corner of the herein described Easement; thence

S 33°27'24" E	a distance of one hundred forty-eight and eighty-eight hundredths feet (148.88') along the southwesterly sideline of Water Street to a point; thence
S 56°32'36" W	a distance of twelve and eighty-five hundredths feet (12.85') to a point; thence
N 28°28'12" W	a distance of one hundred forty-eight and eighty-seven hundredths feet (148.87') to a point on the northwesterly boundary line of Lot 3A; thence
N 56°30'50" E	a distance of twelve and eighty-five hundredths feet (12.85') along the northwesterly boundary line of Lot 3A to the point of beginning.

said Easement containing 1,913 square feet or 0.044 acres more or less.

EXHIBIT C

CERTIFIED COPY OF CITY COUNCIL VOTE

CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to amend the Cultural District Resolution from a 5 year effective timeframe to a 10 year effective timeframe.



Watertown City Council

Administration Building

149 Main Street

Watertown, MA 02472

Phone: 617-972-6470

RESOLUTION# 4

2024 – R – 4

RESOLUTION TO UNDERTAKE THE CREATION OF A WATERTOWN SQUARE CULTURAL DISTRICT

WHEREAS: the provisions of G.L. c. 10, §58A provide for the establishment of cultural districts to attract artists and cultural enterprises to a community, encourage business and job development, establish tourist destinations, preserve and reuse historic buildings, enhance property values and foster local cultural development; and

WHEREAS: the City of Watertown wishes to pursue designation of a state-authorized cultural district as provided for in G.L. c. 10, §58A; and

WHEREAS: the City of Watertown has a mixed-use geographical area that has a concentration of cultural facilities and assets, and

WHEREAS: the City of Watertown has held a public meeting as required to establish a state-designated cultural district, and

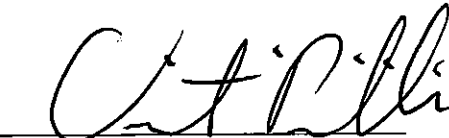
WHEREAS: the City of Watertown created a broad and diverse partnership of stakeholders committed to cultural, community, and economic development to provide oversight of the district, and

WHEREAS: the Massachusetts Cultural Council will be petitioned in accordance with its guidelines and criteria to designate said cultural district.

NOW THEREFORE BE IT RESOLVED: that the City of Watertown undertake creation of a state-authorized cultural district for a period of at least (10) years to be named the Watertown Square Cultural District, and in doing so agrees to:

1. foster the development of the Cultural District;
2. endorse the state-sponsored cultural district goals of attracting artists and cultural enterprises, encouraging business and job development, establishing tourist destinations, preserving and reusing historic buildings, enhancing property values, and fostering local cultural development;
3. appoint a City official to represent the City within the District partnership of said Cultural District;

4. encourage all who own property or business within the Cultural District to involve themselves and participate in the full development of the District; and
5. direct City agencies to identify programs and services that could support and enhance the development of the Cultural District and ensure that those programs and services are accessible to the Cultural District.

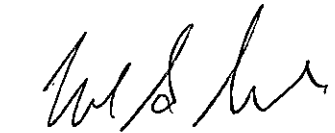


Council Member

I hereby certify that at a Meeting of the City Council for which a quorum was present, the above Resolution was adopted by a vote of 1 for, 0 against, and 0 present on January 9, 2024.



Brendan T. McCarthy, Council Clerk



Mark S. Sideris, Council President

ELECTED OFFICIALS

Mark S. Sideris,
Council President

Caroline Bays,
Councilor At Large
Nicole Gardner,
District A Councilor

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor
John G. Gannon,
Councilor At Large
Lisa J. Feltner,
District B Councilor

John M. Airasian,
Councilor At Large

Anthony Palomba,
Councilor At Large
Emily Izzo,
District D Councilor



George J. Proakis
City Manager

CITY OF
WATERTOWN
Office of the City Manager

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6465
www.watertown-ma.gov
citymgr@watertown-ma.gov

To: Honorable City Council

From: George J. Proakis, City Manager

Date: January 3, 2024

RE: Agenda Item – Amendment to Resolution to Undertake the Creation of a Watertown Square Cultural District

At the November 14, 2023 City Council Meeting, a Resolution Undertake the Creation of a Watertown Square Cultural District was unanimously passed. Attached is a request to amend the Resolution to increase the cultural district designation period from five (5) years to ten (10) years, per recent change in the state designation period.

Thank you for your consideration in this matter.



City of Watertown

Community Development & Planning
149 Main Street
Watertown, MA 02472
617-972-6417
www.watertown-ma.gov
ehelfer@watertown-ma.gov

To: George Proakis, City Manager
From: Liz Helfer, Public Arts & Culture Planner
Date: January 3, 2024
RE: Amendment to Resolution to Create a Cultural District

This memo outlines a recommended amendment to the Resolution to Undertake the Creation of a Watertown Square Cultural District (2023-R-83). After review of the application from the City of Watertown to create a Cultural District designation authorized by the state of Massachusetts, the Massachusetts Cultural Council recommends a simple amendment to the Resolution to increase the period from five years to ten years, per recent change in the state designation period.

Resolution 2023-R-83 reads:

“NOW THEREFORE BE IT RESOLVED: that the City of Watertown undertake creation of a state-authorized cultural district for a period of at least (5) years to be names the Watertown Square Cultural District [...]”

The recommended amendment would read:

“NOW THEREFORE BE IT RESOLVED: that the City of Watertown undertake creation of a state-authorized cultural district for a period of at least (10) years to be names the Watertown Square Cultural District [...]”

Therefore, I would respectfully request consideration of this matter by the Honorable City Council at an upcoming Council meeting. Thank you for your consideration in this matter.

Cc Steve Magoon, Asisstant City Manger for CDP

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to accept the Committee on Economic Development and Planning Report from December 18, 2023.

CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to accept the Committee on Economic Development and Planning Report's Action Items from December 18, 2023.



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

John M. Airasian,
Councilor At Large

Caroline Bays,
Councilor At Large

John G. Gannon,
Councilor At Large

Anthony Palomba,
Councilor At Large

Nicole Gardner,
District A Councilor

Lisa J. Feltner,
District B Councilor

Emily Izzo,
District D Councilor

Report of the Committee on Economic Development & Planning Meeting Date: December 18, 2023

The Committee convened on Monday December 18, 2023 at 6:00 pm in the City Council Office, as a hybrid meeting with remote participation by Zoom. Present was Lisa Feltner, chair; and attending by Zoom was Vincent Piccirilli, secretary. John Gannon, vice chair, was absent. The purpose of the meeting was to conduct Historic District Commission interviews.

Councilor Feltner stated that Elizabeth Hayes was scheduled to be interviewed, but was not able to make the meeting.

Robert Bloomberg (by zoom) is seeking reappointment to the Historic District Commission as the Historical Society appointee. Trained as a historian, he is concerned about preserving our history, and that changes made to the original buildings in the District are in harmony to maintain their character. He sees the Mt. Auburn Street reconstruction as an opportunity to differentiate the Historic District through signage or other street elements.

Jae Hyoung Kim is an architect and is seeking reappointment to the Historic District Commission as the AIA (American Institute of Architects) appointee. He has just completed his first year on the Commission, with the opportunity to participate in several decisions, and he is excited for continuing to serve. He spoke about his work appearing before Historic District Commissions in other cities and towns, and how that informs his work in Watertown. He would like the Commission to have input on signage on Mt. Auburn Street to highlight the Historic District.

- ➔ **Action Item:** Councilor Piccirilli made a motion, seconded by Councilor Feltner, to recommend that the City Council confirm Robert Bloomberg for reappointment as the Historical Society member to the Historic District Commission for a term to expire November 15, 2026. The vote was 2-0 by a roll call vote.
- ➔ **Action Item:** Councilor Piccirilli made a motion, seconded by Councilor Feltner, to recommend that the City Council confirm Jae Hyoung Kim for reappointment as the AIA member to the Historic District Commission for a term to expire November 15, 2026. The vote was 2-0 by a roll call vote.

The meeting adjourned at 6:40 pm by a roll call vote.

Report prepared by Vincent Piccirilli

**CITY COUNCIL ROLL CALL VOTE
MEETING DATE: JANUARY 9, 2024**

	YES	NO	PRESENT
JOHN M. AIRASIAN	<u> X </u>	<u> </u>	<u> </u>
CAROLINE BAYS	<u> X </u>	<u> </u>	<u> </u>
LISA J. FELTNER	<u> X </u>	<u> </u>	<u> </u>
JOHN G. GANNON	<u> X </u>	<u> </u>	<u> </u>
NICOLE GARDNER	<u> X </u>	<u> </u>	<u> </u>
EMILY IZZO	<u> X </u>	<u> </u>	<u> </u>
ANTHONY PALOMBA	<u> X </u>	<u> </u>	<u> </u>
VINCENT J. PICCIRILLI JR.	<u> X </u>	<u> </u>	<u> </u>
MARK S. SIDERIS, COUNCIL PRESIDENT	<u> X </u>	<u> </u>	<u> </u>

Motion to make the referral of the Board of Health Appointment to the Committee on Human Services.



George J. Proakis
City Manager

CITY OF
WATERTOWN
Office of the City Manager

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6465
www.watertown-ma.gov
citymgr@watertown-ma.gov

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 4, 2024

RE: Request for Confirmation – Appointment and Reappointments to the Public Arts & Culture Committee

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for appointment and reappointments to the Public Arts & Culture Committee which requires Council confirmation.

- Jason Wilson – Appointment as a member of the Public Arts & Culture Committee to a term expiring November 15, 2024
- Roberta Miller – Reappointment as a member of the Public Arts & Culture Committee to a term expiring November 15, 2026
- Erin Webb – Reappointment as a member of the Public Arts & Culture Committee to a term expiring November 15, 2026

Thank you for your anticipated consideration in this matter.



George J. Proakis
City Manager

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Office of the City Manager

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149 Main Street
Watertown, MA 02472
Phone: 617-972-6465
www.watertown-ma.gov
citymgr@watertown-ma.gov

To: Honorable City Council

From: George J. Proakis, City Manager

Date: January 4, 2024

RE: Request for Confirmation – Reappointment to the Licensing Board

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for reappointment to the Licensing Board which requires Council confirmation.

- Sandra Hoffman – Reappointment as a full member of the Licensing Board to a term expiring February 15, 2027.

Thank you for your anticipated cooperation in this matter.



CITY OF
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Office of the City Manager

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6465

George J. Proakis
City Manager

To: Honorable City Council

From: George J. Proakis, City Manager

Date: January 9, 2024

RE: Late Agenda Item – New Business - Request for Confirmation - Appointment to the Board of Health

Pursuant to the provisions of the Watertown Home Rule Charter and Town Council Ordinance 2007-46, An Ordinance on the Timing and Process of Appointments to Town Boards, Commissions and Committees, I am transmitting herewith a request for appointment to the Board of Health which requires Council confirmation.

- Kim Netter, MPH – Appointment as a member of the Board of Health to a term expiring February 1, 2027

In accordance with Council Rules, this appointment is referred to the Committee on Human Services for their review and report back to the full City Council.

Thank you for your anticipated cooperation in this matter.

DRAFT
City Manager Goals for FY 2024 (7/1/2023-6/30/2024)

The City Manager's contract indicates that the Manager and the Council should annually review a written performance valuation tool to be used for evaluating the Manager's progress will consider the Manager's suggestions for appropriate and additional criteria upon which the evaluation might be based.

The proposed evaluation tool is a blend of general and specific goals. The general evaluation criteria include many items that we have used in the past for evaluation of our manager. The more specific criteria are those that are relevant to the current year.

The evaluation will be scored based on each of the 12 items below. For each item, each councilor will provide a score from 1 (poor) to 5 (excellent) and any narrative information that each councilor would like to provide about the individual item.

General Evaluation Criteria:

1. Relationships with the City Council
2. Community Engagement
3. Staff and Personnel Relationships
4. Leadership and Professional Capability
5. Business and Finance
6. Personal Qualities

Specific Evaluation Criteria:

1. Annual Budget
2. Government Operations and Management
3. Long Range Planning and Implementation
4. Community Health and Safety
5. Economic Vitality
6. Major Capital Investments

Detailed Guidance:

The information below is advisory to the council in scoring each of the categories above. The detailed descriptions for the general evaluation criteria would generally remain consistent from year to year while the detailed descriptions under the specific criteria may change from year to year based on the council's ongoing priorities.

General Evaluation Criteria:

1. Relationships with the City Council
 - a. Keep council informed on issues, needs and operations of the City
 - b. Offer professional advice to the council on items requiring council action
 - c. Execute the intent of council directives
 - d. Accept constructive criticism from the council
2. Community Engagement
 - a. Facilitate the flow of information to and between various constituencies
 - b. Encourage methods for expanding community awareness of City government matters
 - c. Be attentive to community feedback and input
3. Staff and Personnel Relationships
 - a. Develop and execute sound personnel procedures and practices
 - b. Recruit and assign the best available personnel
 - c. Support staff while encouraging their best efforts
4. Leadership and Professional Capability
 - a. Maintain a vision of overall departmental missions and provides supervision of departments with a focus on operational efficiency and long-range priorities
 - b. Analyze operational challenges and provide effective solutions.
 - c. Make effective presentations which demonstrate thoughtful information pertinent to the issue at hand
 - d. Understand and keeps informed regarding all aspects of municipal government operation, including participation in relevant professional development opportunities
 - e. Maintain professional relationships with peers and with relevant federal and state leaders
5. Business and Finance
 - a. Effectively supervise financial operations of the City
 - b. Evaluate financial needs and make recommendation for adequate financing for department priorities and progress
 - c. Manage and maintain City property effectively
 - d. Present a budget and capital improvement plan to the Council in a manner which promotes transparency and a establishes consistency with operational goals
6. Personal Qualities
 - a. Defend principles and convictions in the face of pressure
 - b. Maintain high ethical standards including honesty and integrity
 - c. Exercise good judgement in arriving at decisions.

Specific Evaluation Criteria:

1. Annual Budget
 - a. Implements the FY24 and FY25 budget priority guidelines
2. Government Operations and Management
 - a. Ensure stability in department management, by working to fill vacant positions in Police Chief, CFO, Health Director, City Clerk and other relevant positions.
 - b. Continue to work with the Resident Advisory Committee to broaden the efforts to recruit members for boards and commissions
 - c. Implement the Personnel Department Assessment Review and the Salary Compensation study.
 - d. Implement plans to move relevant departments to the Parker Annex Building and adjust space in City Hall for efficient management of city services.
3. Long Range Planning & Implementation
 - a. Climate Action Plan: Prioritize and implement achievable action items that meet the goals of the Climate Action Plan
 - b. Comprehensive Plan: Prioritize and begin implementation of regulatory, fiscal and other actions to meet the goals of the plan
 - c. Watertown Square: Undertake the Watertown Square plan, providing a recommendation on streetscape improvements and zoning, including zoning compliant with the MBTA Communities law.
4. Community Health and Safety:
 - a. Ensure the health and safety of the residents of Watertown through the effective management of public safety and public health departments
 - b. Complete the study of Health and Human Services functions in the City
5. Economic Vitality
 - a. Facilitate economic development opportunities consistent with the City's revenue goals and community values
 - b. Establish efforts to support local small businesses, strengthen our commercial corridors and encourage growth in emerging industry clusters
6. Major Capital Investments:
 - a. Continue refining and implementing the finance plan for Watertown High School.
 - b. Continue efforts to keep major park/playground projects on their updated schedule including work on Victory Field Turf, Victory Phase II, Arsenal Phase B, Filippello Park spray pad, Moxley Field courts, Saltonstall Park improvements in FY 2024, and work at Lowell School playground to be underway early in FY 2025.
 - c. Facilitate design of new open space at Walker Pond.

FY 2024 Watertown City Manager Scoresheet
General Evaluation Criteria: page 1

Councilor Name: _____

1: Relationship with City Council				
Score				
1	2	3	4	5
Comments:				

2. Community Engagement				
Score				
1	2	3	4	5
Comments:				

3. Staff and Personnel Relationships				
Score				
1	2	3	4	5
Comments:				

Scores:

- 1=Poor (rarely meets the performance standard)
- 2=Below Average (usually does not meet the performance standard)
- 3=Average (generally meets the performance standard)
- 4=Above average (generally exceeds the performance standard)
- 5=Excellent (almost always exceeds the performance standard)

FY 2024 Watertown City Manager Scoresheet
General Evaluation Criteria: page 2

Councilor Name: _____

4. Leadership and Professional Capability				
Score				
1	2	3	4	5
Comments:				

5. Business and Finance				
Score				
1	2	3	4	5
Comments:				

6. Personal Qualities				
Score				
1	2	3	4	5
Comments:				

Scores:

1=Poor (rarely meets the performance standard)

2=Below Average (usually does not meet the performance standard)

3=Average (generally meets the performance standard)

4=Above average (generally exceeds the performance standard)

5=Excellent (almost always exceeds the performance standard)

FY 2024 Watertown City Manager Scoresheet
Specific Evaluation Criteria: page 1

Councilor Name: _____

1. Annual Budget				
Score				
1	2	3	4	5
Comments:				

2. Government Operations and Management				
Score				
1	2	3	4	5
Comments:				

3. Long Range Planning and Implementation				
Score				
1	2	3	4	5
Comments:				

Scores:

1=Poor (rarely meets the performance standard)

2=Below Average (usually does not meet the performance standard)

3=Average (generally meets the performance standard)

4=Above average (generally exceeds the performance standard)

5=Excellent (almost always exceeds the performance standard)

FY 2024 Watertown City Manager Scoresheet
Specific Evaluation Criteria: page 2

Councilor Name: _____

4. Community Health and Safety				
Score				
1	2	3	4	5
Comments:				

5. Economic Vitality				
Score				
1	2	3	4	5
Comments:				

6. Major Capital Investments				
Score				
1	2	3	4	5
Comments:				

Scores:

1=Poor (rarely meets the performance standard)

2=Below Average (usually does not meet the performance standard)

3=Average (generally meets the performance standard)

4=Above average (generally exceeds the performance standard)

5=Excellent (almost always exceeds the performance standard)



28 State Street
Boston, MA 02109-1775
p: 617-345-9000 f: 617-345-9020
hinckleyallen.com

Kris Moussette
(617) 378-4194
kmoussette@hinckleyallen.com

January 4, 2024

George J. Proakis
City Manager
Administration Building
149 Main Street
Watertown, Massachusetts 02472

RE: Draft Loan Order – Saltonstall Field and Court Lighting Replacement Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of the Saltonstall Field and Court Lighting Replacement project:

ORDERED: That the sum of \$498,000 is appropriated to pay costs of improvements at Saltonstall Park, including the demolition and removal of existing lighting and furnishing of new Musco or other sports lighting and appurtenances, and further including the payment of all costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

Kris A. Moussette



George J. Proakis
City Manager

CITY OF
WATERTOWN
Office of the City Manager

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6465
www.watertown-ma.gov
citymgr@watertown-ma.gov

To: Honorable City Council

From: George J. Proakis, City Manager 

Date: January 4, 2024

RE: Agenda Item – Proposed Loan Order

Attached please find correspondence from Gregory M. St. Louis, Superintendent of Public Works requesting that the necessary actions be taken to authorize the Treasurer to borrow the \$498,000 as outlined and approved in the FY 2019 Capital Improvement Program (CIP) budget for the Saltonstall Lower Park Improvements. Work on this project includes demolition and removal of existing lighting and furnishing new Musco sports lighting and appurtenances. This item implements conceptual recommendation #4 from the 2024-2028 CIP. While the intended \$300,000 for the FY 2019 CIP is not adequate to cover the project costs, adequate borrowing capacity is available and DPW staff will be prepared to discuss the additional funds required for this project.

I respectfully request the attached proposed Loan Order be placed on the January 9, 2023 City Council Agenda as a First Reading.

Thank you for your consideration in this matter.



28 State Street
Boston, MA 02109-1775
p: 617-345-9000 f: 617-345-9020
hinckleyallen.com

Kris Moussette
(617) 378-4194
kmoussette@hinckleyallen.com

January 4, 2024

George J. Proakis
City Manager
Administration Building
149 Main Street
Watertown, Massachusetts 02472

RE: Draft Loan Order – Saltonstall Field and Court Lighting Replacement Bonds

Dear George:

As requested, I suggest the following form of loan order to approve the borrowing of funds to pay costs of the Saltonstall Field and Court Lighting Replacement project:

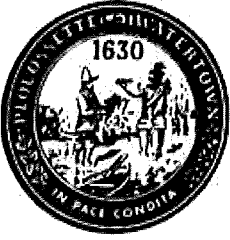
ORDERED: That the sum of \$498,000 is appropriated to pay costs of improvements at Saltonstall Park, including the demolition and removal of existing lighting and furnishing of new Musco or other sports lighting and appurtenances, and further including the payment of all costs incidental and related thereto; and that to meet this appropriation, the Treasurer, with the approval of the City Manager, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

The order must be published at least five days prior to the holding of a public hearing with respect to the order and its final passage and requires the affirmative vote of at least two-thirds of all members of the City Council, as in the case of any other loan order for bonds.

Please call me if there are any questions about the suggested proceedings.

Sincerely,

Kris A. Moussette



CITY OF WATERTOWN

DEPARTMENT OF PUBLIC WORKS

124 ORCHARD STREET

(P) 617-972-6420

(F) 617-972-6402

Gregory M. St. Louis, PE
Superintendent

TO: Mr. George Proakis - City Manager

FROM: Mr. Gregory St. Louis, PE - Superintendent of Public Works

DATE: January 2, 2024

RE: DPW / Rec. Department:
Loan Order Request for Saltonstall Lower Park Improvements

The Department of Public Works respectfully requests that the necessary actions be taken to authorize the Treasurer to borrow the \$498,000.00 as outlined and approved in the FY 2019 Capital Improvement Program (CIP) budget for the Saltonstall Lower Park Improvements. Work on this project includes demolition and removal of existing lighting and furnishing new Musco sports lighting and appurtenances.

These funds will be utilized for the construction, construction administration services and potential construction contingency costs associated with this project. As outlined in the enclosed letter from project engineering firm CDM-Smith, the \$498,000.00 will be utilized as follows:

Item	Amount	Remarks
Funding Request	\$498,000	Total Project
Lowest Responsible/ Responsive Bid Amount	\$398,000	Cullen Electrical Contractors
Construction Oversight	\$60,000	CDM Construction Services
Construction Contingency	\$40,000	10% of bid price

Renovation of the tot lot near the Boys and Girls Club has been separated from this project at this time based upon type of construction and budgeting. The City anticipates planning for the playground reconstruction in the near future in coordination with other playground CIP items.

Thank you in advance for your consideration.



75 State Street, Suite 701
Boston, Massachusetts 02109
tel: 617 452-6000

January 2, 2024

Mr. Gregory M. St. Louis, PE, LEED AP BD+C
Superintendent of Public Works
124 Orchard Street
Watertown, Massachusetts 02472

Subject: Project Funding Recommendation Letter
Saltonstall Field and Court Lighting Replacement Project

Dear Mr. St. Louis:

On December 20, 2023, at 11:00 AM, in the Lower Hearing Room of Watertown City Hall, public bids were received and read publicly aloud by the City of Watertown Purchasing Department for the above referenced project. The bid prices received were as follows:

Bidder	Bid Amount
Cullen Electrical Contractors, Inc.	\$398,000
Coviello Electric and General Contracting Co., Inc.	\$398,900
Dagle Electrical Construction Corp.	\$517,715

These results indicate that Cullen Electrical Contractors, Inc. is the apparent low bidder. Based on CDM Smith's own experience with Cullen Electrical Contractors, Inc. for the Watertown Parks Electrical Service Upgrade, completed in 2017, and our discussion with their additional references, we recommend the City of Watertown award the Saltonstall Field and Court Lighting Replacement Project to Cullen Electrical Contractors, Inc., in the amount of \$398,000. The project has no bid alternates listed.

We recommend the City add and carry a \$40,000 construction contingency, approximately 10% of the bid price to cover unanticipated costs that may arise during construction.

We recommend the City add and carry \$60,000 for Engineering Services during construction.

We recommend the total project be funded in the amount of \$498,000, per the following breakdown:





Mr. Gregory M. St. Louis, PE, LEED AP BD+C

January 2, 2024

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Item	Amount	Remarks
Funding Request	\$498,000	Total Project
Construction Bid Amount	\$398,000	Cullen Electrical Contractors Low Bid
Construction Administration/ Construction Services	\$60,000	CDM Smith Services during construction
Construction Contingency	\$40,000	10% of bid price

If you have any questions or require further clarifications, feel free to contact us.

Sincerely,

Glenn D. Howard, RLA

Associate

CDM Smith Inc.

cc: Scott Landgren, RLA – CDM Smith
George Proakis– City of Watertown – City Manager
Tom Watkins– City of Watertown – Director of Administration & Finance
Peter Centola – City of Watertown – Director of Recreation
Steve Magoon – City of Watertown – Community Development and Planning Director
Bryan Wyncoop – City of Watertown – Purchasing Agent

