

**COMMITTEE ON LIAISON
SEPTEMBER 23, 2019 at 6:00 p.m.
COMMITTEE ROOM
WOBURN CITY HALL**

Voting Members present: President Michael Anderson, Alderman Michael Concannon, Alderman Mark Gaffney, Alderman Darlene Mercer-Bruen, Alderman Lindsay Higgins, Alderman Joanne Campbell, Alderman Richard Gately, Alderman Edward Tedesco, and Alderman Robert Ferullo

Also present: Mayor Scott Galvin

* * * * *

Reading of previous meeting minutes: Motion made by Alderman Tedesco and seconded by Alderman Higgins to approve the minutes of the meeting of March 11, 2019; all in favor, 9-0.

Request to approve and request mayor to execute the Montvale Land LLC proposed development agreement: Representing Montvale Land LLC were Attorney Joseph Tarby, Murtha Cullina, 600 Unicorn Park, Suite 7, Woburn, MA; and William Gause, Executive Vice President, Leggett McCall Properties, 10 Post Office Square, Boston, MA. Attorney Tarby said the Transit-Based Overlay District process requires the developer to submit a development agreement that is approved by the Mayor. He said the first draft of the proposed development agreement was submitted on November 19, 2018, and the mayor the relevant department heads met with the developer to go over the language of the mitigation component. He said several drafts were developed over the last 9 ½ months and two weeks ago the final draft was provided to City Solicitor Ellen Callahan Doucette. He said that version was submitted to the City Council and the council is being asked to approve it. Attorney Tarby said the first page of the development agreement deals with the “whereases,” while the second page indicates the agreement runs with the land, and the requirement for a subsequent special permit. He said page 2 also references a reciprocal easement agreement. Motion made by Alderman Mercer-Bruen and seconded by Alderman Higgins to accept and make part of the permanent record the proposed development agreement from Montvale Land LLC dated September 12, 2019; approved, 9-0 Attorney Tarby said the language in paragraph 4 of page 2 of the development agreement requires the developer to work with the City Council, and paragraph 5 references grant applications. He said paragraph 6 sets forth the process for selecting consultants. Alderman Mercer-Bruen said that paragraph reads like the property owner can object to any consultant selected by the council. Attorney Tarby said the property owner can indeed object to the consultant chosen by the council. Alderman Mercer-Bruen asked if the selection is supposed to be independent. Attorney Tarby said the developer could object due to reasons like conflict of interest, or the council chose someone the developer does not believe to be competent. He said if an alternate is supplied, the developer cannot object. Alderman Mercer-Bruen said she does not feel the developer should not be involved in the process to select a peer reviewer. She said that concerns her. Attorney Tarby said the language gives the developer the right to object. Alderman Higgins said there needs to be some mechanism for the developer to object, but she doesn’t know if she completely agrees with this process. Attorney Tarby said the power is retained by the City Council, and if there is no resolution, the City Council gets to pick an alternate peer

reviewer and the developer cannot object. Chairman Gately said the developer is protecting itself and should have the right to object. He said not all of the peer reviewers are good. Attorney Tarby said section 7A requires the developer to provide adequate access to the property and also allows the city to provide mitigation contributions within 12 months. Section 7B addresses funds in lieu of construction and stipulates the City Council has sole discretion for expenditures. He said section 8 empowers the city to enforce the development agreement. Alderman Mercer-Bruen said she does not see any language in Section 7A that stipulates money in lieu of construction will be used for improvements in the area of the project. Attorney Tarby said that is addressed in section E of exhibit C later in the agreement. Alderman Tedesco said the developer does not care where payment in lieu of construction goes. Alderman Mercer-Bruen said she cares where it goes. Alderman Tedesco said he does not think the agreement requires that language. Alderman Concannon said the agreement is between the city and the developer and they will be looking to the council to spend it in the right place. Alderman Mercer-Bruen said the current language leaves that wide open and the money could be spent on the other side of town. Mayor Galvin said the council could make that part of a condition to the special permit. Alderman Mercer-Bruen said the council could do that as long as it's not an issue for the developer. Mr. Gause said that decision is incumbent upon the City Council. Mayor Galvin said if the council wants to amend the development agreement to stipulate the money must stay in the immediate area, he would agree to that. Alderman Campbell said she does not think it harms anyone by putting anyone in there. Attorney Tarby reads sections 10 and 11 of the proposed development agreement. He said section 12 references each entity is responsible for its own attorneys' fees. He said section 13 requires the city to execute a certificate within 21 days, similar to a certificate of compliance issued by the Conservation Dept. Section 14 requires the recording of the deed, section 15 references modifications to the agreement by the City Council, and Section 16 references the provision of notification. Section 17 requires the city to execute agreements with MassDOT for Hill Street. Attorney Tarby said sections 18 and 19 are evident and section 20 references phasing of the project. Alderman Mercer-Bruen said she wants to make sure the mitigation is done in a sequential order and the city gets what it needs up front. Attorney Tarby said he thinks that has been addressed in the agreement. He said section 22 addresses liability. Attorney Tarby said Exhibit A cites the three parcels of the development. He said Exhibit B shows the master concept plan, to which there have been some slight revisions. He said he could provide the council with 12 copies of the revised plan tomorrow. Alderman Higgins asked if the parking garage is going to be split up. Mr. Gause said the garage was relocated due to flooding issues. He said the updated plan is more consistent with what the developer thinks will be achievable with MEPA. He said the revised plan is a little less dense. Alderman Gately asked if the developer is tightening the project. Mr. Gause replied the project is a little more flexible. Attorney Tarby said Exhibit C references the phases of the project. Alderman Mercer-Bruen asked if the project will be subject to peer review if the phases change. Attorney Tarby said the developer has to come in with a special permit application and under that process the council could initiate peer review. Mr. Gause said the developer has to do phases 1 and 2 before phase 3. He said if the developer decides to do phase 3 first, they will have to complete the mitigation for phases 1 and 2. He said in any event he does not see how they could move the phases around. Mayor Galvin said every time the developer comes back to the council, it will need a new special permit. Alderman Gately said once the matter is sent to the Special Permits Committee, he is inclined to meet as a committee of the whole, as it did with the Woburn Mall project. Attorney Tarby said the first phase of the project is residential and senior housing, and a 135-key hotel. He

said the second phase will be office space, research and development and 20,000-square-feet of retail space. He said the third phase will be the remaining office space, laboratory space, flex space and 63,000-square-feet of accessory retail, plus the structured parking garage. He said the first phase of mitigation consists of upgrading Montvale Avenue to provide better access to Hill Street. Alderman Gately asked if Woburn water will be used on the site. Mayor Galvin said it will. He said phase 2 of the mitigation will also involve Montvale Avenue, specifically adding left turn lanes to Hill Street, and phase 3 involves widening the Route 93 underpass. Mr. Gause said I-93 itself will not be altered. Alderman Ferullo asked what MassDOT's involvement has been to this point. MR. Gause said VHB has gone through concepts with MassDOT. He said he cannot understand why MassDOT would have significant objections to the traffic plan. Alderman Mercer-Bruen asked what will happen if MassDOT disapproves. Mr. Gause said MassDOT approval is a condition of the development agreement. Attorney Tarby said there are also plans to relocate the MBTA bus stop because it is dangerous as it exists now. He also said a water meter will be relocated in coordination with the City Engineer's office. He said there will be a 1-time payment of \$1,000 for each unit. He said the proposed drainage improvements will be reviewed by the City Engineer's office and the DPW. He said the developer will donate Walkers Pond to the city though it is under no obligation to do so. Alderman Mercer-Bruen asked if there is any anticipated impact on the Goodyear Elementary School or police and fire services, and if the money will go there. Mayor Galvin said the payment is not recurring and he expects it will go toward the affordable housing trust. Alderman Concannon asked about the status of the MBTA parking lot. Mr. Gause said there have been arrangements made with MassDOT to remodel the MBTA lot into a more rational configuration. He said that is part of phase 1 of the mitigation improvements. Attorney Tarby said the last page of Exhibit C references payment in lieu of mitigation. Alderman Mercer-Bruen asked if 30 days is enough time for the city to decide on the confirmation of the estimate or whether it should provide its own estimate. Mayor Galvin said an extension can be sought. Alderman Concannon said the council is hoping it doesn't come down to an extension. Alderman Mercer-Bruen said it does not seem like 30 days is enough time. Mayor Galvin said he would look into it with the City Solicitor. President Anderson said he would accept a motion to send a communication to City Solicitor Ellen Callahan Doucette asking her if 30 days is enough time for the city to decide on the confirmation of the estimate or whether it should provide its own estimate. Motion to that effect made by Alderman Mercer-Bruen and seconded by Alderman Higgins; approved, 9-0. Alderman Mercer-Bruen said the mayor seemed comfortable with adding language that mitigation money from the project will stay in East Woburn. President Anderson said he would accept a motion requesting another legal opinion from City Solicitor Callahan Doucette asking if the council can add language to the development agreement requiring mitigation funding to remain in the project impact area. Motion to that effect made by Alderman Mercer-Bruen and seconded by Alderman Higgins. Alderman Tedesco said he will not support sending the communication because he does not think the language is appropriate in the agreement. Motion approved, 8-1, with Alderman Tedesco opposed. Motion made by Alderman Tedesco and seconded by Alderman Higgins to send the matter "back for action," pending receipt of a response from City Solicitor Callahan Doucette; approved, 9-0.

Motion made by Alderman Tedesco and seconded by Alderman Mercer-Bruen to adjourn; approved, 9-0. President Anderson adjourned the meeting at 6:48 p.m.

Attest: _____
Gordon Vincent
Clerk of Committees