



**TOWN OF WAYLAND**  
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**PLANNING BOARD**

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PLANNING BOARD  
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**MEMORANDUM**

**DATE:** February 9, 2006  
**TO:** Board of Selectmen  
**FROM:** Planning Board  
**RE:** Short List of Deficiencies In October 14, 2005 Development Agreement

Per your request, attached is a short list of the most significant deficiencies that were noted upon review of the October 14, 2005 Memorandum of Agreement ("Development Agreement") negotiated between the Town of Wayland and Twenty Wayland, LLC. The ostensible purpose of the Development Agreement was to mitigate impacts to the Town and make the Town whole financially and in the event a mixed-use project were permitted to proceed on the property currently owned by Twenty Wayland, LLC (and formerly owned by Raytheon).

In summary, the Development Agreement and almost all of the protections provided therein was subject to revocation or material modification, but the rezoning would have remained in effect to the possible detriment of the Town. In an effort to continue the collaborative relationship and assure efficiency of communication and information sharing, the Planning Board requests that a member of the Planning Board be appointed to the Development Agreement negotiation team on behalf of the Town.

**RECEIVED**

**FEB 9 '2006'**

**Board of Selectmen  
Town of Wayland**

## ATTACHMENT

### Short List of Deficiencies In October 14, 2005 Development Agreement

- Did not require any market analyses to assess financial impacts and long-term financial viability of the project.
- Developer could have “walked away” from the agreement but the zoning by-law still would have remained intact for the use of this Developer or a future developer but with no agreement in place to protect the Town
- Did not include a guaranteed minimum tax payment (or payment in lieu of taxes) throughout the permitting and build-out period
- Lack of an affirmative undertaking by the Developer to study and mitigate traffic impacts on neighborhood roads
- Did not include any form of financial security to assure that required mitigation measures and other promised payments would be satisfied
- Provision for financial incentives was inappropriately tied to an accelerated time frame for permitting and, even if Town Boards met the time frames, Developer could have declined to make payments if it did not like any conditions imposed in the permits
- Did not impose upon the Developer all costs of wastewater treatment and disposal that could be related to the mixed-use project
- Access to the municipal parcel, green and open space was not secured
- The Agreement could have been changed on a majority vote of the Board of Selectmen without input from the voters or other Town Boards
- Clarity regarding ownership versus the lease of the municipal pad.