

PACKET

September 12

7:00pm



STEPHEN CRANE
ACTING TOWN MANAGER
TEL. (508) 358-3620
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

SELECT BOARD

THOMAS J. FAY
ADAM G. GUTBEZAH
CHERRY C. KARLSON
CAROL B. MARTIN
DAVID V. WATKINS

SELECT BOARD

Monday, September 12, 2022

7:00 p.m.

**Wayland Town Building, Large Hearing Room
41 Cochituate Road, Wayland, MA**

Agenda

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. All topics may be subject to deliberation and vote

One may watch or may participate remotely with the meeting link that can be found at
<https://www.wayland.ma.us/public-body-meeting-information-virtual-inperson-and-hybrid>.

Pursuant to Chapter 107 of the Acts of 2022, this meeting will be conducted in person and remotely via remote participation. This meeting may be recorded which will be made available to the public on WayCAM as soon after the meeting as is practicable.

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. We request public comment be limited to two minutes per person.

- | | |
|---------|---|
| 7:00 pm | 1. Call to Order; Review Agenda for Public |
| 7:02 pm | 2. Announcements and Public Comment |
| 7:10 pm | 3. Minutes: <ul style="list-style-type: none">a. review and approve the minutes of August 29, 2022b. release with redactions the following executive session minutes related to discussing strategy with respect to David Bernstein v. Planning Board of Wayland et al: July 8, 2008; July 2, 2008; June 23, 2008; June 16, 2008; June 9, 2008; June 2, 2008; May 5, 2008; April 28, 2008; March 17, 2008; February 25, 2008; February 19, 2008; February 11, 2008; March 23, 2009; January 19, 2010; January 12, 2015; February 10, 2015; March 16, 2015; April 13, 2015; May 18, 2015; June 24, 2015; July 13, 2015; September 8, 2015; September 11, 2015; October 5, 2015; February 1, 2016; March 21, 2016; May 23, 2016; August 3, 2016; July 24, 2017; September 18, 2017; April 30, 2018; February 4, 2019; March 25, 2019; July 15, 2019; September 2, 2021; November 8, 2021; January 10, 2022; January 18, 2022; January 24, 2022; February 9, 2022; February 28, 2022, and May 23, 2022. |
| 7:15 pm | 4. Glezen Lane Traffic Forum |

2022 SEP 12 PM 3:39

WAYLAND TOWN CLERK

SELECT BOARD
Monday, September 12, 2022
7:00 p.m.
Wayland Town Building, Large Hearing Room
41 Cochituate Road, Wayland, MA

- | | |
|----------|---|
| 8:30 pm | 5. Traditions of Wayland Assisted Living Facility: discussion and approval of comfort letter pertaining to the sale of Traditions of Wayland, 10 Green Way, Wayland. |
| 8:45 pm | 6. Liquor License Hearing: Change of Manager of Record for BBRG, TR, LLC dba The Coach Grill, 55 Boston Post Road, Wayland, MA, (ABCC License # 00002-RS-1340) |
| 9:00 pm | 7. Human Rights, Diversity, Equity and Inclusion Committee (HRDEIC): receive update and recommendations; discussion with Committee members |
| 9:30 pm | 8. 2022 Select Board Annual Report: review draft report |
| 9:45 pm | 9. Town Manger Report: <ul style="list-style-type: none">a. Update on the Finance Department reorganizationb. MWRA options based on Board of Public Works presentationc. FY24 budget process updated. Launcher Way bid |
| 10:15 pm | 10. Consent Calendar: review and approve |
| 10:20 pm | 11. Review Correspondence |
| 10:25 pm | 12. Select Board Members' Reports and Concerns |
| 10:35 pm | 13. Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance, if any |
| 10:40 pm | 14. Adjourn |

SELECT BOARD
Monday, September 12, 2022
7:00 p.m.
Wayland Town Building, Large Hearing Room
41 Cochituate Road, Wayland, MA

CONSENT CALENDAR

1. Vote the question of approving a One-day Beer and Wine Liquor License to Avi Shemtov for an event (Wedding) at, 2 Orchard Lane on September 24, 2022 from 12:00pm to 8:00pm.
2. Vote the question of approving contract No. M-1215-018, Change Order #6 for Loker Elementary School Roof Replacement Project in the amount of \$129,025.88 with Tower Construction Corp.



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DAVID V. WATKINS

DRAFT Meeting Minutes **Select Board**

Monday, August 29, 2022

7:00 p.m.

Remote Meeting / Town Building
41 Cochituate Road, Wayland, MA

Present, participating remotely: Thomas J. Fay, Adam G. Gutbezahnl, Cherry C. Karlson, Carol B. Martin, David V. Watkins

Also Present, participating remotely: Acting Town Manager Stephen Crane, Assistant Town Manager John Bugbee

A1. Call to Order, Review the Agenda for Public: At 7:01 p.m., Chair, C. Karlson called the meeting of the Select Board to order when a quorum was present and announced that the meeting would be held remotely and recorded for re-broadcast. C. Karlson announced each member by full name and that all members would participate remotely. C. Karlson reviewed the agenda for the public.

A2. Announcements and Public Comment: C. Karlson announced that there would be a community forum on the Town Manager Search hosted by consultants GovHR USA on Wednesday, September 7, 2022 at 7:00 p.m. C. Karlson announced that the Board would hold a community forum on the recent Glezen Lane Traffic Mitigation Settlement Agreement resulting from the Bernstein, et al. v. Wayland Planning Board, et al lawsuit on September 12, 2022 at 7:15 p.m.

A3. 2023 Annual Town Meeting (ATM): review and select date for election and start of ATM: The Board reviewed the schedule options listed in the packet.

T. Fay moved, seconded by A. Gutbezahnl, that the Board support and decide to hold the Annual Town Election on April 25, 2023 and Town Meeting on May 1, 2 and 3, 2023 at Wayland High School. Roll Call Vote: YEA: T. Fay, A. Gutbezahnl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A4. Town Manager Search: Joellen Cademartori of GovHR USA joined the meeting via video-conference.

- **Update on Town Manager Search webpage:** J. Bugbee reviewed the Town Manager Search webpage, which would include links to the resident and employee surveys once approved, the search timeline and all the public materials related to the search.
- **Review Board inputs to community and employee draft surveys; approve final surveys for distribution:** J. Cademartori sought the Board's feedback on the surveys. The Board reviewed the draft surveys and the suggested revisions that were included in the Board's packet. D. Watkins described some of his suggested revisions to the surveys. C. Karlson noted that the Board agreed to use the services provided by GovHR to guide the Board through the process. A. Gutbezahnl urged the Board to focus on the aspects that the Board can control and stated that it was disrespectful to substantially revise the survey provided by the consultant. D. Watkins disagreed with that characterization. J. Cademartori described the intent of the survey, which was to remain general and allow respondents to provide objective answers. T. Fay expressed his preference for the first version of the survey, D. Watkins concurred. The Board agreed to direct J. Cademartori to move forward with the original resident survey and the original employee survey with the suggested management revisions.
- **Discuss protocols for Community Forum on September 7:** The Board discussed the protocols for the community forum with J. Cademartori.

- **Discuss timing to review community and candidate profiles:**
- **Understand Board impacts to draft timeline for hiring a Town Manager:** The Board reviewed the timeline and the next steps in the search process. The Board would review the survey results, the professional advertisement, position profile, and ad sources at its September 19 meeting. There was discussion about the length of the timeline, which would result with a new Town Manager commencing employment in early 2023.
- **Review process for selecting Screening Committee members; select members:** J. Bugbee reviewed that the Screening Committee candidate application materials were in the Board's packet. C. Karlson noted the un-redacted version was shared with the Board only. The Board discussed the composition of the Screening Committee. D. Watkins expressed preference for candidates with executive hiring experience, T. Fay expressed preference for candidates with prior Select Board experience. C. Martin expressed preference for candidates with experience in executive hiring. A. Gutbezahl expressed preference for candidates with experience in the public sector. C. Karlson expressed preference for a candidate with understanding of a Town Manager form of government vis-a-vis Town Administrator form of government. C. Martin suggested that each Select Board member appoint one member to the committee. A. Gutbezahl and T. Fay expressed uncertainty with that approach. T. Fay suggested the Board review the materials and rank the candidates, and if necessary interview candidates for the screening committee. C. Karlson and D. Watkins both expressed interest in serving on the screening committee. The Board committed to establishing a screening committee by mid-October. J. Cademartori left the meeting.

A5. Appointments to Committee: Vote to confirm appointment of the following volunteer(s):

| Committee | Appointing Board | Potential Appointee | Term End Date |
|-----------------------------|-------------------|---------------------|---------------|
| Audit Committee | School Committee | Samantha Shullo | 06/30/2025 |
| Senior Tax Relief Committee | Finance Committee | Anne Gilbert | 06/30/2025 |

C. Martin moved, seconded by T. Fay, that the Board confirm the appointment of S. Shullo to the Audit Committee as the School Committee representative for a term ending June 30, 2025, and A. Gilbert to the Senior Tax Relief Committee as the Finance Committee representative for a term ending June 30, 2025. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A6. Minutes: a. Review and vote to approve the regular session minutes of August 8, 2022 and August 15, 2022:

C. Martin moved, seconded by A. Gutbezahl, that the Board approve the regular session minutes of August 8, 2022, as amended. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl moved, seconded by D. Watkins, that the Board approve the regular session minutes of August 15, 2022, as amended. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: C. Martin. Adopted 4-1.

A7. Consent Calendar: review and approve:

1. Confirm C. Karlson signing the Launcher Way bid item Municipal Articles of Incorporation
2. Vote the question of approving A One-Day All Alcohol Liquor License to Eliza Wall for an event (Love Lane Special Needs Horseback Riding Program) at Duck Puddle Farm, 48 Lincoln Road on September 24, 2022 from 4:00 p.m. to 9:30 p.m.
3. Vote the question of approving an Entertainment License to Eliza Wall for an event (Love Lane Special Needs Horseback Riding Program) at Duck Puddle Farm, 48 Lincoln Road on September 24, 2022 from 4:00 p.m. to 9:30 p.m.

4. Vote the question of approving Contract No 21-2025, Change Order #3 for construction services related to the River's Edge Sewer Connection Project in the amount of \$232,535.75 with RJV Construction Corporation.
5. Vote the question of approving the application form for financial assistance from the Massachusetts Clean Water Trust's Drinking Water State Revolving Fund in the amount of \$139, 200.00.
6. Vote the question of approving Contract No 18-2005, Task Order #21 for the River Road Water Main Design, Permitting and Budding Project in the amount of \$110,000.00 with Tata & Howard.
7. Vote the question of approving Contract No. 22-2003, Task Order #2 for Lead Service line Inventory in the amount \$139,000.00 with Kleinfelder Northeast, Inc.
8. Vote the question of approving the Memorandum of Agreement between the Town of Wayland and AFSCME Local 690 Wayland 1 & 2. The agreement amends Appendix A of the current CBA to include a Shift Differential Increase: Evening Shift increase from 5% to 6% and night shift increase from 6% to 7%.
9. Vote the question of accepting a donation of the remaining balance of the performance bond from 5 Erwin Road in the amount of \$1,012.00 for the Conservation Commission from Erik Ramanathan.
10. Vote the question of approving the contract with Koch Separation Solutions, Inc. for the purchase of water filtration cartridges in the amount of \$176,000.00.
11. Vote the question of approving the contract with Ellingwood Construction Inc. for the Aqueduct Crossing Construction Project in the amount of \$100,145.00.

T. Fay moved, seconded by D. Watkins, to approve the Consent Calendar. C. Martin asked about the funding source for Item #4, a change order for the Rivers Edge project. S. Crane responded, that it was funded by the MassWorks grant. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A8. Review Correspondence: The Board reviewed the correspondence in the packet.

A9. Select Board's Reports and Concerns: A. Gutbezah requested that the Board consider providing free WayCAM subscriptions for board and committee members who rely on the recording for minutes. D. Watkins volunteered to take the request to the Cable Advisory Committee. T. Fay asked if there was a requirement for providing access to recordings of meetings and suggested the Board discuss the matter in the future. C. Martin reported that the Board of Public Works had recently shared an itemized list of outstanding DPW capital projects, and requested that the Facilities Department provide the same. C. Martin asked about agenda development. C. Karlson described the process for scheduling agenda items. D. Watkins asked about the process to review the draft of the Annual Report. D. Watkins announced that there would be a meeting on August 30, 2022 about a Fall Festival being planned. D. Watkins noted that there are capital projects that fall under boards and committees for which he is a liaison, and suggested the goals of the Board be imposed on those committees to ensure the capital requests make it to the Town Manager.

A10. Topics Not Reasonably Anticipated by the Chair 48 Hours In Advance, If Any: There were none.

A11. Executive Session:

- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of August 15, 2022. Approve and Hold: Executive Session minutes of August 15, 2022:
- II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7), to review and consider for potential release the following executive session minutes related to discussing strategy with respect to David Bernstein v. Planning Board of Wayland et al: July 8, 2008; July 2, 2008; June 23, 2008; June 16, 2008; June 9, 2008; June 2, 2008; May 5, 2008; April 28, 2008; March 17, 2008; February 25, 2008; February 19, 2008; February 11, 2008; March 23, 2009; January 19, 2010; January 12, 2015; February 10, 2015; March 16, 2015; April 13, 2015; May 18, 2015; June 24, 2015; July 13, 2015; September 8, 2015; September 11, 2015; October 5, 2015; February 1, 2016; March 21, 2016; May 23, 2016; August 3, 2016; July 24, 2017; September 18,

2017; April 30, 2018; February 4, 2019; March 25, 2019; July 15, 2019; September 2, 2021; November 8, 2021; January 10, 2022; January 18, 2022; January 24, 2022; February 9, 2022; February 28, 2022, and May 23, 2022:

III. Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Duane Galbi v. Wayland Zoning Board of Appeal and CELLCO Partnership d/b/a Verizon Wireless:

At 9:09 p.m., Chair C. Karlson moved, seconded by A. Gutbezah, that the Select Board enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of August 15, 2022 with the intent to hold said minutes of August 15, 2022; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7), to review and consider for potential release the following executive session minutes related to discussing strategy with respect to David Bernstein v. Planning Board of Wayland et al: July 8, 2008; July 2, 2008; June 23, 2008; June 16, 2008; June 9, 2008; June 2, 2008; May 5, 2008; April 28, 2008; March 17, 2008; February 25, 2008; February 19, 2008; February 11, 2008; March 23, 2009; January 19, 2010; January 12, 2015; February 10, 2015; March 16, 2015; April 13, 2015; May 18, 2015; June 24, 2015; July 13, 2015; September 8, 2015; September 11, 2015; October 5, 2015; February 1, 2016; March 21, 2016; May 23, 2016; August 3, 2016; July 24, 2017; September 18, 2017; April 30, 2018; February 4, 2019; March 25, 2019; July 15, 2019; September 2, 2021; November 8, 2021; January 10, 2022; January 18, 2022; January 24, 2022; February 9, 2022; February 28, 2022, and May 23, 2022; and pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Duane Galbi v. Wayland Zoning Board of Appeals and CELLCO Partnership d/b/a Verizon Wireless.

C. Karlson declared that a public discussion of these matters may have a detrimental effect on the litigating, negotiating, or bargaining position of the Town. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0-0.

Chair, C. Karlson invited attendance by Acting Town Manager S. Crane and Assistant Town Manager, J. Bugbee. C. Karlson announced that the Board would adjourn from the executive session and not return to open session.

A12. Adjourn: At 9:09 p.m., the Board entered into Executive session. At 10:30 p.m., the Board adjourned from Executive Session.

Items included in the packet and updated during the Board of Selectmen Meeting of August 29, 2022:

1. Memorandum To: Select Board From: C. Costello, Management Analyst Cc: S. Crane, Acting Town Manager Date: August 10, 2022 Re: 2023 Annual Town Meeting Proposed Dates with attached calendars
2. GovHR USA Town Manager Search materials: Draft Position Profile Surveys; Residents/Employees
3. List: Town Manager Screening Committee Applicants
4. GovHR USA Town Manager Search materials: Proposed Recruitment Timeline, dated August 25, 2022
5. Draft: Meeting Minutes of the Board of Selectmen: August 8, 2022 7:00 p.m.
6. Draft: Meeting Minutes of the Board of Selectmen: August 15, 2022 7:00 p.m.

Correspondence:

1. Correspondence from Anette Lewis, dated August 16, 2022 re: Scenic Roads Bylaw 202 Glezen Lane
2. Correspondence from Sherman Homan, dated August 25, 2022 re: Cell Tower
3. Correspondence from Linda Malenfant, dated August 25, 2022 re: CELLCO/Verizon Tower
4. Correspondence from Corey MacGregor, dated August 15, 2022 re: comments from tonight
5. Correspondence from Brian Riley, dated August 17, 2022 re: George Harris OML Complaint dated 7/28/22
6. Correspondence from Bendon Gould, dated August 22, 2022 re: availability of response to comments. Draft Permanent Solution with No Conditions Statement River's Edge
7. Correspondence from Yamini Ranjan to Select Board dated August 19, 2022 re: Reg my voting status

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Subject: FW: turn restrictions
Date: Friday, September 9, 2022 11:27:28 AM

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: Beth Barovick [REDACTED]
Date: Thursday, September 8, 2022 at 8:51 PM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: turn restrictions

[**NOTICE:** This message originated outside of the **Town of Wayland Email System -- DO NOT CLICK on links or open attachments** unless you are sure the content is safe.]

Hi Cherry,

I hope you're doing well.

I am writing about the turn restrictions at Glezen Lane & Route 27. I am hoping they can be removed as they don't seem to serve any purpose whatsoever and are a terrible inconvenience for our neighborhood. By forcing us to go around the long way, we are using more fuel which is terrible for the environment.

Thanks for your attention to this.

Sincerely,

Beth Barovick
31 Sedgemoor Road

Glezen Lane Traffic Mitigation Settlement

See Materials at:

<https://www.wayland.ma.us/select-board/pages/glezen-lane-traffic-mitigation-settlement>

Dear members of the Select Board,

It was with sheer shock and disappointment that I write regarding the town's decision to settle the long running suit that Mr. Bernstein had against the town.

A little history:

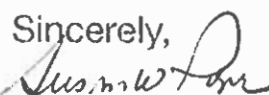
Mr. Bernstein did not want the town center developed, he was certain that traffic would increase on Glezen Lane. He was sure that thousands of cars per day would come from points east, through Glezen Lane to the town center. Even though numerous traffic control studies had been completed that clearly showed that traffic did not increase. (there are also signs posted on 126 telling people NOT to use Glezen lane).

Residents in the neighborhood (124 total) paid for a lawyer to help stop this unnecessary suit; a court date was held in Woburn Court and several members of the neighborhood attended the hearing. At that time, the former police chief, former fire chief and former town counsel all testified on behalf of the neighbors who just wanted to use their road. The judge ruled against Mr. Bernstein.....the signs came down and life was good once again.....until several years later with Mr. Bernstein still fuming and he continued to sue the town.

Mysteriously, many years later, (July 2022) the NO LEFT TURN signs appeared, with no warning or notice to the neighborhood, plus NO RIGHT TURN signs appeared on 27.

Like most residents of Wayland, we all appreciate how our tax dollars are used but this seems terribly wrong to have easily settled with Mr. Bernstein when there was no evidence that these signs, limiting the neighborhood to use a road and not being able to turn left going to the center of Wayland, was necessary. Please, help the neighborhood and community to allow all residents to drive freely, turn, and use our roads.

I also believe that someone who sues the town should not be on any towns boards or committees.

Sincerely,

Susan W. Pope

28 Moore Rd

RECEIVED
JUL 21 2022
SELECT BOARD
TOWN OF WAYLAND

-----Original Message-----

From: gina [REDACTED]

Sent: Monday, July 11, 2022 2:45 PM

To: Select Board Members [REDACTED]

Cc: [REDACTED]

Subject: Dallins 76 Glezen lane

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

We are very angry. Friday, June 8th I left a vm with the police chief and your number. We live at 76 Glezen lane. The do not turn right 9-6 off Glezen lane and do not turn right on to Glezen lane does not make sense. It is only hindering those that live on Glezen lane. The traffic, as I call the police quite frequently is the commuters from Sudbury using Glezen as a cut through to Route 2 and 128. That should be the restriction you can't turn onto Glezen left in the am hours!!!!!! Those restrictions are basically letting Sudbury use our road as a race track to and fro. Did anyone take into account now those making Uturns into driveways and the golf course to change direction? There will accidents. Did anyone take into account bus routes? Those of us that drive our kids because every year as the buses can't get our kids to school on time as they wait for families to drop out to quicken the ride actually use that way out to avoid the back up on Concord road at the library and not have to go up Claypit that turns into a gridlock. The change of school hours and commuter traffic now that people are going back to offices will and is a NIGHTMARE for us. There are more family's on this road. We have to be able to get in and out of our houses safely. This is not acceptable. This is not town center traffic. Town center alone is another big mess, don't make another one.

Gina and Drew Dallin

*We are writing this as of course the meeting about this is when a lot of residents (us included) are away on vacation and can't be there in person for opposition. A few that probably don't even have kids cannot dictate for the whole street.

Sent from my iPhone

From: David Katz [REDACTED]

Date: Tuesday, July 12, 2022 at 1:54 PM

To: Select Board Members <sbmembers@wayland.ma.us>

Subject: Glezen Turn Signs

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Select Board Members,

I am writing to voice my disapproval with the new 'no turn' signs for Glezen Lane. I urge each of you to reverse the decision which approved installation of those signs. Limiting turns into and out of Glezen Lane has little to no demonstrated up-side, but is inconvenient for surrounding neighborhoods and simply onerous for those living on Glezen Lane. Additionally, enforcing these no turn signs is not a good use of Wayland Police resources- they have more meaningful ways to use their limited time.

I hope you will take action to remove these overwhelmingly unpopular and useless signs.

Kind Regards

David Katz

7 Sedgemoor Road

From: Melanie Kosich [REDACTED]

Date: Thursday, July 14, 2022 at 6:03 PM

To: Select Board Members <sbmembers@wayland.ma.us>

Subject: Recent Settlement re traffic on Glezen Lane to Town Center

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

To the Select Board

We recently became aware of your settlement with the Bernstein family regarding turn restrictions left from Glezen Lane onto Route 27 and right from Route 27 onto Glezen Lane. These restrictions force all of us who live on Glezen Road, Moore Road, Trainingfield Road, Sedgemoor Road, Saddle Lane, Barley Lane, Loblolly Lane, Wayside Road, and Spruce Tree Lane to go out Trainingfield Road, which is not in the best of shape and floods during spring thaws, right onto Route 126, and right at the library onto Route 27 to get to town center. I am sure you are aware that the traffic at that light often backs up anyway. Now you are adding more cars.

The Town Center is not that occupied and patrons are not flocking to the shops. And there is no indication that will change anytime soon. The traffic on Glezen is actually the heaviest during commuter times when residents from towns to the northwest of us cut through on Glezen to avoid parts of Route 20. Why not put a timed turn restriction for the left turn from Route 27 onto Glezen and the right turn from Glezen onto 27? That would dramatically cut the traffic in front of the Bernstein home.

You have settled with one family and not considered the impact on hundreds of other Wayland residents. How does this make any sense?

Melanie Kosich

Bob Mulvey

40 Sedgemoor Road

Wayland

From: Betsy [REDACTED]

Date: Thursday, July 28, 2022 at 1:16 PM

To: Select Board Members <sbmembers@wayland.ma.us>

Subject: Glezen Lane

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hello Select-persons of Wayland . Thank you for your willingness to serve our town with a myriad of topics to manage ..and a very small one about which I am writing.

I live at 81 Glezen lane..been here since 1990..and grew up in Waylnd attending Wayland schools since kindergarten, and came back to buy my parents home over 32 years ago..and love living here.

When our new town center was discussed, designed and the built, I was excited about its creation..however shortly after it opened the no turn signs showed up disallowing left turns into Rt 27 ..the speed bumps were built on my road and life became far less pleasant ..our neighborhood gathered together to fight the new rules and I thought we had succeeded, as the restricted signs were removed ...UNTIL a couple weeks ago when the no turn signs returnedWHY DID THIS HAPPEN??? And more importantly, how do we get rid of them.

I look forward to a response and appreciate your willingness to find a solution ..

Thank you,

Betsy McClendon

81 Glezen Lane
[REDACTED]

From: [Karlson, Cherry](#)
To: [Doug Sacra](#)
Cc: [Chris Brunelli](#); [Select Board Members](#)
Subject: Re: Glezen Lane turn restrictions - Doug Sacra comments
Date: Wednesday, September 7, 2022 11:46:12 AM

Dear Doug,

On behalf of the Select Board, thank you for your email. With your permission, I have included the entire Select Board on this response.

The Open Meeting Law limits our Board's email communication on town issues, but each Board member has received your email and this response. Your email will be included in the Board's Correspondence packet for the next meeting.

Best,

Cherry

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

On 9/7/22, 7:01 AM, "Doug Sacra" <[REDACTED]> wrote:

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Cherry,

First - thank you for being the Chair of the Select Board. We really appreciate all the work you do on our behalf.

We have lived at 55 Glezen Lane for many years and I signed on with the town as part of the court case against the plaintiffs to replace the original folks who moved off of Glezen Lane. Our home is in the portion of Glezen between Routes 126 and 27. I am very disappointed that the town entered this agreement with Dave Bernstein and never even asked for my comment. As an Architect I am involved in traffic studies all the time and clearly this one was flawed from the start since it took no account of traffic actually from the town center project verses general traffic increases that have nothing to do with the town center - mostly commuter traffic coming from the north on Route 27.

I am also a green Architect where we are taking heroic measures to reduce energy use in homes, particularly to make them net-zero energy in use. In this vein it just kills me to have to drive two miles, sit in 10 minutes of backed up traffic at the light next to the Library at 3 in the afternoon, driving past a huge number of Waylander's homes, while I could, instead just drive half that distance, in 2 - 3 minutes, with no traffic, past one third the number of Waylander homes, past the

beautiful scenery of Cow Common on Route 27, to get to the same town center locations. I do not go to the Town Center that often but once every week or so I head down to the grocery store or get my hair cut, see the dentist, etc. Where I am literally spending twice as much gas to get to the same place, for no apparent popular benefit, I am wondering if this could be addressed under the auspices of the climate emergency. We know global warming is a huge issue. We have a Town of Wayland Energy Committee who schemes year round just to reduce energy use by a few percentage points, and here we could make huge percentage improvements with no loss to the community and no increased cost. No new technology, training, or investment is needed. We only have to take down the "no left turn" sign at the Route 27 end of Glezen Lane.

Clearly, when facing an emergency, you often take extraordinary measures that are not always allowed. We have laws with speed limits, and yet ambulances drive over the speed limit. We have busy intersections with traffic lights, and yet fire trucks run red lights so they can accomplish their goal of addressing the emergency faster. With an emergency like this could we say that energy wasting rules that have no positive gain can be thrown out until the emergency is dealt with? Just a thought.

In addition, we have not even touched on the fact that if I waste 5 minutes more in traffic every time I drive south because of this decision, and I do this three times/week, over a 52 week period, this decision deprives me of 13 hours of my time every year. As an Architect that time is worth \$1,820/year. For many residents who take their kids to school each day it might be many times this amount of additional time. Who is going to pay us back for this lost time and value?

Best,

Doug

--

A large black rectangular redaction box covering the signature area.

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Cc: [Watkins, David](#)
Subject: FW: Glezen Lane meeting
Date: Wednesday, September 7, 2022 11:48:29 AM

For Glezen forum agenda item on Sept 12th

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

On 9/7/22, 7:27 AM, "Gmail" [REDACTED] > wrote:

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Cherry,

We have lived on Loblolly Lane for over 45 years, consider Glezen Lane to be part of our neighborhood, and plan to attend the meeting next week regarding the turn restrictions on Glezen Lane. We find the restrictions to be a major inconvenience, and fail to see the benefit to anyone from re-imposing them.

It was our understanding several years ago when similar restrictions were imposed and then lifted, that the reason for lifting them was because a traffic study had shown that the opening of the Town Center shopping area had no effect on Glezen Lane Traffic. We were therefore surprised and dismayed to see them re-imposed.

We hope that you will do whatever is in your power as chair of the select board to have these restrictions removed.

Thank you for your attention.

Neil and Jo Anne Weiner
10 Loblolly Lane

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Cc: [Watkins, David](#)
Subject: FW: Glezen Lane Restrictions
Date: Wednesday, September 7, 2022 2:07:14 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

For the Glezen forum agenda topic on Sept 12th.

[REDACTED]

Cherry

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: "Duchesneau, David" [REDACTED]
Date: Wednesday, September 7, 2022 at 9:09 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Cc: Amy Duchesneau [REDACTED]
[REDACTED]@comcast.net>
Subject: Glezen Lane Restrictions

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Cherry,

I am a resident at 4 Ellen Mary Lane and I am affected by the restrictions recently reinstated on Glezen Lane. It is bad enough that we have 5 speed bumps between Rte. 27 and my home but now to restrict our ability to make a left turn onto Rte. 27 from 9-6 is ridiculous. The people most affected are those of us who live there and obviously, pay a significant amount of taxes to the town. I think my tax bill is approximately \$62,000 annually. Most of the traffic on Glezen comes from and to Sudbury not from and to the Town Center. The Town Center is a terrible shopping center with approximately 11 vacant store fronts. Please go there on any given day and observe how few cars are there. The tenants are not happy there because the traffic through there is so limited and the

stores are destination places. It is poorly designed to access multiple stores so the Center struggles to attract tenants.

I am outraged that our town would cave to one resident without canvassing the other residents affected especially if you look at how much we contribute in taxes. In addition, we had no opportunity to join the town in its fight. Why didn't the town allow us to contribute to fighting this ridiculous arrangement we are subject to? The firm that was hired to determine the traffic caused by the Town Center concluded that the traffic to and from Town Center was negligible compared to the traffic on Glezen which is a cut through street. One resident who continued the lawsuit won over the rest of us who are now subject to the inconvenience of not only the annoying speed bumps but now subject to getting a ticket by making a left hand turn onto Route 27. What kind of democratic process went on here to come to this decision? Why is my voice insignificant?

I hope you will lay out our options at the meeting next week so our voices can be heard and we can take action, if necessary. One resident who continued the lawsuit should not control this situation. Thank you for hearing my concerns.

Dave

[REDACTED]

[REDACTED]



Argent 
Wealth Management, LLC

[REDACTED]

If you have any questions or concerns, please contact us directly. Please direct any trade or account instructions to a live person. If you think you have received an email by mistake, please delete it and notify us of the error.

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From: [Karlson, Cherry](#)
To: [REDACTED]
Cc: [Select Board Members](#)
Subject: FW: Glezen Lane
Date: Wednesday, September 7, 2022 12:56:04 PM

Dear David,

On behalf of the Select Board, thank you for your email. With your permission, I have included the entire Select Board on this response.

The Open Meeting Law limits our Board's email communication on town issues, but each Board member has received your email and this response. Your email will be included in the Board's Correspondence packet for the next meeting.

Best,

Cherry

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: David Burnside [REDACTED]
Date: Wednesday, September 7, 2022 at 10:32 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: Glezen Lane

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Select person Karlson:

I will not be able to attend the meeting this coming week on the matter of the turn restriction at Glezen Lane.

I would like to put on record that the Glezen Lane turn restrictions are a nuisance and accomplish nothing. They do not mitigate any traffic conditions as they run contrary to the prevailing commuter traffic. The end result is that a few people jumping up and down have negatively impacted an entire neighborhood of hundreds. By forcing us to go to the town center and getting hung up at the library

light, the turn restrictions create more congestion at the center, increases idling time in vehicles and causes more pollution and aggravation. Where is the benefit?

Yes, there are an inordinate number of cars on Glezen. I don't think you will get much disagreement there. The traffic is coming from the Sudbury direction in the morning on the way to Rt 128/95 where the jobs are. At night the cars go the other way and turn right on to 27 North to head back to Sudbury and points beyond.

The traffic studies are flawed. The studies have been done with the rubber counters stapled to the road. If you count **ALL** of the cars on Glezen you can't help but come to the conclusion there is a ton of traffic on Glezen. I often turn left at the end of Glezen to go to the Local restaurant or Stop & Shop to pick up a few groceries. There is never a backup. There is never anyone in front or behind me. On my return, same thing. In order to do a traffic study that is meaningful, you would need to put a person there to determine which way the cars are turning and where they are coming from. I think you would find the results are more in keeping with residential use and not the horror show that has been described by the plaintiffs.

Finally, where is the input from the people that this impacts? I have lived in Wayland for 15 years. The original agreement was inked by a former town manager with instructions to get the town center done. No input. No outreach. No meetings. And here we are again. It is like ground hog day all over again.

Would you please, as my elected representative, consider and be open to the possibility of doing away with the turn restrictions that penalize the residents of the area for traffic that is not tied to the residents.

DB

DAVID BURNSIDE

62 Sedgemoor Road

Wayland, MA 01778

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Cc: [Watkins, David](#); [Crane, Stephen](#)
Subject: FW: Glezen
Date: Wednesday, September 7, 2022 7:42:40 AM

Forwarded with Amy's permission to include in Correspondence Sept 12

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

On 9/7/22, 7:24 AM, "Amy Duchesneau" [REDACTED]

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Cherry, it's Amy Duchesneau. I am writing to you about the turn restrictions on Glezen. It makes no sense that one person can create such a major issue for the entire area. I live right off Glezen, Ellen Mary Ln, and if I want to go to the grocery store or anywhere near there I'm supposed to drive all the way around, to training field, to 126, then back around, this makes no sense. I think one person should not be able to control this. The town has even counted the number of people turning left onto 27 from Glezen and determined this made no sense. The town needs to step up and do what is right for people living here. We pay a ton of money in taxes, maybe use some of that money to fight this. Let me know if you need any additional information.

Thank you,
Amy Duchesneau
4 Ellen Mary Ln
[REDACTED]

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Cc: [Watkins, David](#)
Subject: FW: Turning Restriction Comments
Date: Wednesday, September 7, 2022 2:40:30 PM

For the Glezen forum on Sept 12th

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: Chris Brunelli [REDACTED]
Date: Wednesday, September 7, 2022 at 6:08 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: Turning Restriction Comments

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hello Cherry,

My name is Chris Brunelli and I live at 11 Glezen Lane. I'm writing to express my shock and utter disappointment that the town has actually settled the case with David Bernstein regarding the turning restrictions on Glezen Lane.

Being the first house on the right, as you make a right onto Glezen Lane from Route 27, I'm terribly inconvenienced by the turning restrictions. Simple tasks like going to Stop and Shop, take much longer as miles are added to my trip. Not to mention the wait at the intersection by the library. This is just one example and I'm not even talking about my daily commute, but it's absolutely insane that I have limited access to a road that my taxes pay for.

I know you weren't on the Board when this all started, so I understand that you inherited this problem, but I think the Town handled it very poorly. No communication was made to any of the residents along Glezen Lane or any of the neighboring streets. I don't know exactly why that was the case, but I think it was a huge mistake because Bernstein was able to use that to his advantage. None of us were allowed to comment or invalidate any of his claims. The result looks as if the town settled the case without any concern for the people it's supposed to represent. It's amazing that one man was able to upset and control the lives of tax payers in this town.

I'm guessing you've heard by now that a delegation formed to ask Bernstein to come together and

talk about what he could do to make the lives of his neighbors better. He refused to do so. It was an appeal to his good nature, but apparently, he doesn't have one. Frankly, he has no reason to discuss this any further because thanks to the decisions in the town, (or maybe bad legal advice), he got what he wanted. Not only that, he got a \$65K settlement, which goes beyond the residents of my neighborhood and hurts the entire town.

I've been involved in a campaign to help broadcast the Town Forum and to gather as many people as possible to respectfully express how they feel about the turning restrictions. I'm sure you've heard from a number of people by now commenting as to why these turning restrictions don't make any sense and **DO NOT** benefit anyone. I think the expectation for the meeting at this point, is that the members of the Select Board (and our Legal Counsel) will have a path forward for this issue. I'm hoping that we hear what the next steps will be in this matter and how the whole community can be involved in the process. This has gone on too long.

Yours,
Chris Brunelli

From: [Karlson, Cherry](#)
To: [Shannon Fischer](#)
Cc: [Select Board Members](#)
Subject: Re: Comment on the Glezen Ln turning restrictions
Date: Wednesday, September 7, 2022 5:51:15 PM

Dear Shannon,

On behalf of the Select Board, thank you for your email. With your permission, I have included the entire Select Board on this response.

The Open Meeting Law limits our Board's email communication on town issues, but each Board member has received your email and this response. Your email will be included in the Board's Correspondence packet for the next meeting. I will make a note to redact your email and house number as requested.

Best,

Cherry

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: Shannon Fischer [REDACTED]
Date: Wednesday, September 7, 2022 at 9:49 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: Comment on the Glezen Ln turning restrictions

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hello Cherry,

I'm writing in about the turning restrictions re-imposed at the intersection of Glezen and Rt-27. I'm a member of this Glezen/Training Field/Moore Rd neighborhood that's directly connected to the intersection, and I've found the restrictions to be both baffling and disruptive.

The relevant traffic studies were done by a legitimate, experienced company, and they showed quite clearly that the town center has no significant effect on traffic through this intersection. The road is just not being used as a cut-through in that way, so these restrictions are nonsensical.

For those of us who live in this neighborhood however, losing the capacity to fully make use of Glezen becomes a serious detriment. That's our sole entry/exit point on the west side of our neighborhood. I think it's telling that apparently the number of plaintiffs in the suit have dropped to just a single household.

I strongly oppose these turning restrictions. And I know I'm not alone on this. I look forward to attending the town forum on this topic on the 12th.

Thank you, and all the best,
Shannon Fischer

 -

From: [Karlson, Cherry](#)
To: [REDACTED]
Cc: [Select Board Members](#)
Subject: Re: Glezen Lane
Date: Wednesday, September 7, 2022 11:57:01 AM

Dear Barbara,

On behalf of the Select Board, thank you for your email. With your permission, I have included the entire Select Board on this response.

The Open Meeting Law limits our Board's email communication on town issues, but each Board member has received your email and this response. Your email will be included in the Board's Correspondence packet for the next meeting.

Best,

Cherry

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

[REDACTED]

Date: Wednesday, September 7, 2022 at 11:52 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: Glezen Lane

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Ms Karlson,

I am writing to let you know how much the Town's "settlement" with one citizen of Wayland has made my life more difficult. I have had a garden plot in the Community Gardens since the 1980's. During late spring to late fall I drive to my garden almost on a daily basis and I need to drive on Glezen Lane both going and returning home. Thanks to one man, who obviously does not care about his fellow citizens, I am forced to make two "U-turns" each time I go to and from the garden. I can't turn left at the end of Glezen on my way to the garden and I can't even make a right turn from Rt.27 to get back on Glezen to go home. Each way I have to drive up to the Golf Club and make a "U-turn" from their driveway. This is not fair to the Golf Club; it is not safe to make U-turns on a numbered highway but we have no choice.

It is not right that one citizen can prevent Wayland citizens who happen to live near or on Glezen Lane

to be so inconvenienced. He isn't stopping us from driving on Glezen. We still do and will continue to drive on it regardless of his selfish, thoughtless action against us. I am disappointed that the Select Board agreed to this unfair "settlement" and did not consider the citizens of Wayland when the settlement was made.

Barbara Howell

12 Orchard Lane, Wayland

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Subject: FW: turn restrictions
Date: Friday, September 9, 2022 11:27:28 AM

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: Beth Barovick [REDACTED]
Date: Thursday, September 8, 2022 at 8:51 PM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Subject: turn restrictions

[**NOTICE:** This message originated outside of the **Town of Wayland Email System -- DO NOT CLICK on links or open attachments** unless you are sure the content is safe.]

Hi Cherry,

I hope you're doing well.

I am writing about the turn restrictions at Glezen Lane & Route 27. I am hoping they can be removed as they don't seem to serve any purpose whatsoever and are a terrible inconvenience for our neighborhood. By forcing us to go around the long way, we are using more fuel which is terrible for the environment.

Thanks for your attention to this.

Sincerely,

Beth Barovick
31 Sedgemoor Road

From: [Karlson, Cherry](#)
To: [Costello, Christopher](#)
Subject: FW: Glezen turn restriction
Date: Friday, September 9, 2022 11:27:50 AM

Cherry Karlson
Chair, Select Board
Town of Wayland

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

From: "Ventress, Zachariah" [REDACTED]
Date: Friday, September 9, 2022 at 8:55 AM
To: "Karlson, Cherry" <ckarlson@wayland.ma.us>
Cc: [REDACTED]
Subject: Glezen turn restriction

[NOTICE: This message originated outside of the Town of Wayland Email System -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Cherry,

Please share this note with the Select Board for public comment.

I wanted to reach out about the Glezen turn restrictions, I think this restriction unfortunately only adversely affects local Waylanders and does nothing to address the Sudbury commuters that speed down Glezen and Moore and blow through the Training Field stop signs. I moved to Wayland in 2008 and have been confused by the frivolous lawsuit spearheaded by Mr. Bernstein of 25 Moore Rd. The Town Center has never been the source of traffic on Glezen, it's entirely commuter traffic from Sudbury and other Towns North of Wayland on Route 27. It's unfortunate having a neighbor that is willing to inconvenience his neighbors on Glezen Ln, Moore Rd, Sedgemoor and other side streets and neighborhoods in North Wayland because he has the time and energy to fight for absurd mitigation efforts that disproportionately target Wayland taxpayers and not out of Town commuters. If the goal is to abate Glezen traffic the restrictions need to be the exact opposite: No left turn onto Glezen from southbound Route 27 from 6-9am and no right turn from Glezen onto Route 27 from 3pm-7pm.

I have 3 school age children that take the bus and I see no police presence or traffic mitigation that is focused on curbing the Sudbury commuters that blow through the Training Field stop signs and speed down Moore Rd while children are waiting for the bus. If Mr. Bernstein wants to help address traffic on Glezen Ln and Moore Rd I would like him to come to the table and work with the Select

Board to offer solutions that have actual public safety benefits.

What can other neighbors and I do to counter the frivolous lawsuits from 25 Glezen? I realize the Select Board voted to settle the lawsuits in order to stop wasting legal resources on Mr. Bernstein's deep pocketed fight against Town Center development, but I feel like this compromise adversely affects the wrong audience, taxpayers in Wayland and not out of Town Commuters.

Thanks for sharing this note with the Select Board and urging them to reopen discussions with Mr. Bernstein and his attorneys to find a solution that actually benefits his neighbors and Wayland public safety.

Cheers,
-Zack Ventress
55 Moore Rd



July 14, 2022

Town of Wayland Select Board
Wayland Town Hall
41 Cochituate Road
Wayland, MA 01778

Re: Traditions of Wayland Assisted Living Facility- 10 Green Way, Wayland, MA

Ladies and Gentlemen:

Burns & Levinson LLP is representing LCB Berkshire Senior Living Holdings III, L.L.C. ("Purchaser") in connection with their proposed acquisition of the Traditions of Wayland Assisted Living Facility referenced above. In connection with performing the required due diligence for this acquisition, our client has been seeking information concerning the status of the affordable housing covenants contained in the Paine Estate Development Agreement dated as of June 29, 1998 (the "Agreement") made by and between the Town of Wayland (the "Town") and MES-Wayland Assisted Living, LLC (the "Seller"), among others, and recorded in the Middlesex South District Registry of Deeds in Book 28781, Page 609 (the "Development Agreement"). The Purchaser has made several attempts to obtain information regarding the current status of compliance with the affordable housing covenants contained in the Development Agreement from various Town officials, however, to date, no such information has been presented or obtained.

In an attempt to expedite this matter, I am enclosing a comfort letter that we (on behalf of the Purchaser, its investors and lenders) are seeking from the Select Board in connection with the status of certain matters contained in Agreement, including compliance with the affordable housing covenants contained therein. As an aside, as of the date of this letter, of the fifteen (15) subsidized units required per the Agreement, we understand there to be nine (9) units occupied by qualified residents and an additional six (6) units available for new qualified residents.

Please review the enclosed and arrange for Town counsel to contact me to discuss any questions or comments. Otherwise, please execute and return the letter to the Purchaser at your earliest convenience. We greatly appreciate your cooperation with this matter and the Purchaser looks forward to completing its proposed acquisition and joining the Wayland community in the very near future.

Best Regards,


Christina M. Murray, Esq.

4872-3029-9689.1

[Town letterhead]

July __, 2022

LCB Berkshire Senior Living Holdings III,
L.L.C.
c/o LCB Senior Living, L.L.C.
3 Edgewater Drive - Suite 100
Norwood, MA 02062
Attn: Michael Stoller

Re: Traditions at Wayland Assisted Living Facility- Comfort Letter

Dear Mr. Stoller:

In connection with a proposed sale of the Facility located at 10 Green Way, Wayland, Massachusetts (the "Property") by MES-Wayland Assisted Living, LLC ("Seller") to LCB Berkshire Senior Living Holdings III, L.L.C. or its assignee ("Purchaser"), the Purchaser has requested that the Town of Wayland, acting by and through the Board of Selectmen (the "Town") provide this letter verifying the status of that certain Paine Estate Development Agreement, dated as of June 29, 1998 by and between the Town, the Seller and MES-Wayland Residential Development, LLC and recorded in the Middlesex South District Registry of Deeds in Book 28781, Page 609 (the "Agreement").

The Property is subject to certain affordability covenants contained in the Agreement. From and after recording the deed conveying title to Purchaser, and for so long as Purchaser is the owner of the Property and the Agreement remains in full force and effect, Purchaser shall comply with the affordability covenants and the other terms of the Agreement. The Town hereby agrees that the Purchaser shall have no liability under the Agreement in connection with the ownership or operation of the Property prior to the transfer of title to the Purchaser, and the Town hereby expressly releases Purchaser in connection therewith.

The Town hereby acknowledges that the Agreement is presently in full force and effect and has not been amended, supplemented or otherwise modified since its execution.

The Town acknowledges and agree that this letter may be relied upon by Purchaser and its affiliates and investors in connection with the proposed acquisition of the Property, as well as any lender providing financing to Purchaser in connection therewith and any title company issuing a title policy in favor of Purchaser or any lender in connection with such transaction.

July __, 2022
Page 2

WAYLAND SELECT BOARD

cc: Burns & Levinson LLP
125 Summer Street
Boston, MA 02110
Attn: Robert C. Rives, Jr., Esq.

PAINE ESTATE DEVELOPMENT AGREEMENT

This Agreement is made this 29th day of JUNE, 1998 by and between the Town of Wayland, a municipal corporation (the "Town") acting by and through its Board of Selectmen and MES - Wayland Assisted Living, LLC, a Massachusetts limited liability company ("MES - Assisted") and MES - Wayland Residential Development, LLC ("MES") (MES and MES - Assisted are hereinafter collectively referred to as the "Developer") for the purpose of regulating and restricting the development and use of Parcels F and G (the "Property") as shown on the plan entitled "Plan of Land in Wayland, Massachusetts Showing Proposed Division of the Paine Estate" dated March 22, 1994, revised March, 1995 and June, 1995 prepared by the Wayland Town Surveyor's Office and recorded in the Middlesex South District Registry of Deeds (the "Deeds") as Plan No. 693 of 1995 (the "Plan").

WHEREAS, the Property was subject to a Request For Development Proposals (the "RFP") dated April 22, 1996 which specified certain uses, restrictions and other requirements (the "Restrictions") in connection with the development of the Property;

WHEREAS, the Developer responded to the RFP with a proposal dated June 28, 1996 (the "McNeil Proposal") and was selected by the Town to be the developer of the Property;

WHEREAS, the Town requires evidence that the Restrictions will be complied with after the sale and development of the Property;

WHEREAS, copies of the RFP and the McNeil Proposal are available from the Town;

WHEREAS, for the purposes hereof the "Project" or the "Improvements" shall mean the improvements presently contemplated to be constructed on the Property or now existing thereon and consisting, in part of one hundred (100) residences for use as assisted living units ("ALRs") and independent living units ("ILRs), seventeen (17) single family detached homes ("SFRs"), a six (6) bed hospice facility and an adult day care facility for not more than thirty (30) people, all as shall be more particularly described in an application for a special permit to the Planning Board of the Town of Wayland (the "SPGA") pursuant to the provisions of Section X.O. of the Zoning By-Law of the Town of Wayland (the "Paine Estate Section") and in the Special Permit and Site Plan Approval Decision by the SPGA dated June 4, 1998 and recorded in the Deeds herewith and granted pursuant to the terms of the Paine Estate Section, as the same may be amended from time to time (the "Special Permit").

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto, for and on behalf of themselves, their successors and assigns, hereby agree as follows:

1. Restrictions on Use and Building

- A. From and after substantial completion of the Improvements, the Developer, for itself and its successors and assigns covenants, promises and agrees to continuously and without interruption, except in the ordinary course of operation and maintenance thereof, devote the Property exclusively to the

combination of uses described herein and in the Special Permit, as it may be amended from time to time or in the Paine Estate Section, as it may be amended from time to time, or in other applicable zoning in effect from time to time, except as hereinafter provided.

Fifteen (15) ALRs shall be designated for occupancy by individuals who meet low or moderate income guidelines (the "Subsidized Units"), as such guidelines are established by either the state or federal regulatory authorities and shall remain as Subsidized Units for a period of time not less than 25 years. The maximum number of Subsidized Units permitted under state law shall be made available to present and former residents or employees of the Town, or to the parents of such persons. The Project shall include a minimum of fifteen (15) ALRs. The number of Subsidized Units shall not be reduced under any circumstances.

The four (4) SFR's (the "LIP SFR's") to be offered for sale pursuant to the Local Initiative Program Guidelines ("LIP") published by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD"), shall be sold for a price not to exceed the maximum sales price permitted by LIP and subject to the restrictions on resale established by LIP, which shall be incorporated into the deeds for such property. Such restrictions shall be applicable for the maximum period permitted by law.

In addition to the four (4) SFR's subject to LIP, an additional SFR will be sold at a price of \$170,000.00 to an employee of the Town (the "Employee SFR"). If necessary, the purchaser of the Employee SFR shall be designated by a process to be determined and managed by the Town (the "Lottery Process"). Resales of the Employee SFR would be subject to restrictions on sale price to be determined by the Town and shall be subject to the Lottery Process. The Employee SFR shall be subject to the restrictions herein contained for the maximum period permitted by law, which restrictions shall be incorporated into the deed for the Employee SFR. The Employee SFR shall be constructed with the same materials and to the same standard as the LIP SFR's

In connection with the creation of the Lottery Process by the Town, the Developer shall provide to the Town the services of a consultant with appropriate expertise. The extent of such services shall be as reasonably determined by the Developer and the Town. The Developer shall not be responsible for the creation or administration of the Lottery Process.

- B. Other than the structures and facilities described in the Special Permit and accessory structures normally associated therewith and not being used as dwellings, no other structures or facilities of any kind shall be constructed on the Property, unless permitted by an amendment to the Special Permit or to the applicable zoning. At least forty (40%) percent of the Property shall be left in its natural vegetated state and the Developer shall avoid so

called "clear cutting" of the Property wherever possible. Wherever vegetation is disturbed, destroyed and removed during construction, and can be replaced in locations consistent with completion of the Project, such vegetation shall be replaced with vegetation that is either now, or which will in the future be similar to the existing vegetation. The Developer shall comply with all existing private restrictions on the use of the Property.

- C. The combination of uses described herein shall not be changed unless the Town specifically authorizes such other uses in writing. The Town may refuse, in its sole discretion to allow such other uses. No more than seventeen (17) SFRs shall be built on the Property, except as may be allowed as herein provided. The Town shall be deemed to have provided such written authorization in the event that the Paine Estate Section or other applicable zoning by-law provisions are amended to permit other uses or combinations of uses. The provisions of the immediately preceding sentence shall only be in effect from and after the time that the Improvements, as described herein and in the Special Permit, have been completed.
- D. Throughout the construction of the Project, and thereafter the Developer shall ensure that the public has pedestrian and vehicular access to a parking lot located on Parcels D or E as shown on the Plan, and to recreational land located on Parcels D and E. In the event that it is not feasible during any stage of construction of the Project to obtain access to the parking lot on Parcels D and E, the Developer shall provide a parking lot containing at least 20 spaces, located on the Property or in such other location as is reasonably acceptable to the Town and to be constructed by the Developer (the "Temporary Lot"). While the Temporary Lot is being used, both access to the Temporary Lot and pedestrian access to Lots D and E from the Temporary Lot shall be clearly signposted by the Developer. The Temporary Lot shall be suitable for parking passenger vehicles in all seasons. Location of the Temporary Lot in the parking lot of St. Ann's Church at 124 Cochituate Road, Wayland is acceptable to the Town.

If the location, nature or access to the parking areas do not comply with the requirements relating thereto and which are contained in any instrument of record, the Developer shall be solely responsible for obtaining any waivers or consents required to permit such non-compliance to occur and shall indemnify the Town from and against any loss, cost, damage or expense, including, without limitation, reasonable attorneys fees arising from or relating to such non-compliance.

The Developer shall construct roadways and pedestrian trails on the Property in locations and to standards required by the SPGA or other regulatory agency having authority or jurisdiction thereover and shall grant easements to the Town allowing such roadways and pedestrian easements to be used for all purposes for which public roads or walkways may be used in the Town of Wayland.

- E. Unless destroyed by casualty, the Developer shall use the house presently existing on the Property for the provision of housing for individuals over the age of fifty five (55) years, except as otherwise permitted under Subparagraph C hereof.

2. Improvements and Submission of Plans

- A. The Developer shall ensure that there is no substantial deviation from the Project described in the Special Permit and herein during construction, except and only to the extent that modifications thereof have been requested by the Developer and have been approved by the SPGA, to the extent necessary under applicable law.

In the event the Developer shall fail to comply with the foregoing requirements, the Town, acting through the Building Commissioner may direct in writing, within a reasonable time after discovery thereof by the Town, and in addition to any powers that the SPGA or the Building Commissioner of the Town of Wayland (the "Building Commissioner") may have in addition thereto, that the Developer so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as substantially deviate from the Project as described in the Special Permit or any approved modifications thereof, so as to bring them into conformance therewith. The Developer shall promptly comply with such a directive. In addition to any other remedies available under this Agreement or available to the SPGA or the Building Commissioner, the Town may enforce the provisions of this subsection by an action in a court of appropriate jurisdiction to compel specific performance.

- B. In preparing all plans and specifications for the Project or any amendment thereto, the Developer shall consider and take into account the planning and design objectives set forth in the RFP and the McNeil Proposal, and the Town shall consider the Special Permit, the RFP and the McNeil Proposal in considering whether or not to grant any consents or approve any changes to the Project requested by the Developer or in determining compliance of the Project with the provisions of this Agreement.
- C. Upon completion of the Improvements, or any component thereof, the Developer may apply to the Town for a certificate evidencing compliance of such improvements with the provisions hereof (the "Certificate of Completion"). The Certificate of Completion shall be issued by the Town provided that the Improvements are, or the component thereof for which the Certificate of Completion has been requested is in compliance with the provisions hereof. If either the Certificate of Completion or a statement that the Improvements are not in compliance with the terms of this Agreement, and setting forth the specific reasons therefor is not issued by the Town within sixty (60) days of the date of the request therefor, the Improvements described in such request shall be deemed to satisfy the

requirements of this Agreement. Nothing contained herein shall be binding on the SPGA, the Building Commissioner of the Town of Wayland, or any other regulatory authority in the exercise of its or his authority over the Project.

- D. Developer shall be solely responsible for all costs of obtaining permits, approvals and consents in connection with the construction of the Improvements.
- E. The provisions hereof, and the powers of the Town hereunder shall be deemed to be in addition to the provisions of the Special Permit, and the powers of the SPGA and the Building Commissioner.

3. Time for Commencement and Completion of Construction

- A. The Developer shall begin the construction of the Improvements not later than two (2) months after the date of expiration of any appeal period relating to the Special Permit, provided that there is no appeal thereof.
- B. The Developer shall diligently prosecute to completion the construction of the Improvements in phases and shall substantially complete such construction within five (5) years of the date hereof; provided, however that eight (8) SFR's (including two (2) LIP SFR's and the Employee SFR) and the main access road, known as Green Way, and shown on the "Definitive Subdivision Plan at Paine Estate On Cochituate Road in Wayland, Massachusetts" by Daylor Consulting Group, Inc., dated September 24, 1997 and last revised on April 2, 1998, which plan is recorded herewith shall be completed within three (3) years from the date hereof.

In the event that all of the ILR's, ALR's and SFR's have not been constructed and certificates of occupancy issued therefor within five years from the date hereof, the Town may exercise its rights under Paragraph 7 hereof, unless the Developer can demonstrate to the Town's reasonable satisfaction that such delay to date has been beyond its control and any current delay is temporary and will not result in, or cause the Developer to fail to complete the Improvements and the Developer provides a revised schedule for such completion, which schedule is reasonably acceptable to the Town and the Developer thereafter diligently pursues completion of the Improvements in compliance with such revised schedule.

- C. A monthly construction report shall be provided to the Town by the Developer and shall be accompanied by a written report by the Developer citing any adjustments to the progress forecast, and, where applicable, noting corrective efforts.

- D. The obligations of the Developer hereunder to commence, diligently pursue and complete construction of the Improvements shall be excused if a court of competent jurisdiction shall prohibit construction of the Improvements after all avenues of appeal have been exhausted; but in such case only with respect to those portions of the Improvements to which such court decision relates.
- E. It is intended and agreed that the agreements and covenants contained in this Section with respect to the beginning and completion of the Improvements shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete the Improvements as permitted below, in which case the extension provisions of that Section shall apply.

4. Provisions Relating to Right to Mortgage

- A. Mortgage of Property By Developer. Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to the Property, or any portion or portions thereof by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Property and the development, construction, repair or reconstruction of the Improvements, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose (the "Permitted Loan Purposes"); provided, however, that the Developer shall give written notice to the Town of its exercise of its rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the Town may require. Such notice shall be given at the time of recording of such mortgage. Prior to completion of the Project, the Property shall not be used as collateral for any purpose other than the Permitted Loan Purposes.

The holder of any such mortgage (including a holder who obtained title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in the next Subsection.

In the event that a mortgagee or proposed mortgagee of the Property provides a written request for an amendment of this Agreement, and such request details the reasons for such amendment, the Town shall promptly consider such amendment, and in the event that the Town decides, in its sole discretion that such amendment is consistent with the purposes and objectives of this Agreement, the Town shall enter into such amendment

with the Developer. All costs and expenses incurred by the Town in connection with such amendment and the approval thereof, shall be paid by the Developer.

B. Rights and Duties of Mortgagee Upon Acquisition Prior to Completion. If a mortgagee acquires fee simple title to the Property or any part thereof, either by foreclosure or deed in lieu of foreclosure prior to the completion of the Improvements, the mortgagee shall have the following options:

- (i) Complete construction of the Improvements in accordance with the Special Permit, any approved modifications thereof, and this Agreement, and in all respects comply with the provisions of this Agreement; or
- (ii) Sell, assign, or transfer fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Property or part thereof, by written instrument complying with the terms hereof satisfactory in form to the Town and recorded forthwith in the Middlesex South District Registry of Deeds (the "Assumption Notice"). Such purchaser, assignee or transferee shall not be entitled to apply for or receive a building permit for any of the Improvements unless such Assumption Notice is recorded and evidence thereof has been provided to the Building Commissioner.
- (iii) The Town shall retain all of its rights hereunder with respect to such purchaser, assignee or transferee, with respect to the Project and with respect to the mortgagee in the event that it elects to exercise its rights pursuant to Paragraph (i) hereof.

In the event that a mortgagee elects to complete construction pursuant to subparagraph (B)(i) above, or sells, assigns or transfers pursuant to subparagraph (B)(ii) above, the Town shall extend the time limits set forth herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion.

In no event shall any mortgagee be responsible for breaches of this Agreement occurring prior to the time it acquires title or takes possession of the Property or after it shall convey such title or possession.

5. Provisions Relating to Operation and Maintenance

The Developer shall prepare and submit to the Town for its approval, (such approval not to be unreasonably withheld or delayed) prior to the sale of any SFR's or condominium units, forms of restrictions relating to the SFR's and condominium units. The restrictions shall provide a method to regulate and

require approvals from the Developer or its designee to ensure that the SFR's and condominium units will continue to comply with the design requirements as approved prior to their original construction and as contemplated by the Special Permit.

The Developer shall create a Board of Governors for the completed Project to consist of a representative of each of the Developer, the condominium association of the ILR's, the SFR's and a representative of the Town. The Board of Governors shall be responsible for resolving issues that may arise between the different components of the Project and to ensure maintenance and repair of the roadways, trail systems, waste treatment and disposal system and other areas of the Project used in common by the different components thereof and the proper funding of the repairs and maintenance of such common components.

The rules, regulations and powers of the Board of Governors shall be subject to approval by the Town, such approval not to be unreasonably withheld or delayed.

The owner of the ALR's shall at all times be and remain responsible for the operation, repair, maintenance and replacement of the waste treatment and disposal system to be constructed as part of the Project, and for compliance with (a) all permits and the conditions thereof relating to the treatment and disposal systems and (b) all laws, rules, regulations, ordinances and by-laws relating thereto provided, however that nothing contained herein shall prohibit such owner from subcontracting with a third party, either by way of lease or otherwise for the performance of such operations, repair, maintenance and replacement. Such owner may also reasonably allocate the costs of such operations, repair, maintenance and replacement between the owners of the ALRs, ILRs and SFRs.

6. Provisions Relating to Insurance

Whenever any improvements on the Property or any part thereof shall have been damaged or destroyed any reconstruction or repair undertaken by the Developer shall in all material respects be in accordance with and conform to the provisions of this Agreement and the Special Permit.

7. Provisions Relating to Rights, Remedies and Procedures in the Event of a Breach by Developer

- A If the Developer shall fail or refuse after commencing construction, to construct the Improvements as required hereby or by the Special Permit, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have ninety (90) days from the receipt by it of such written notice to commence to cure such failure or violation, and shall thereafter diligently pursue such cure. The Town may enforce the provisions of this section by an action in a court of appropriate jurisdiction to compel specific performance unless the Developer can reasonably demonstrate to the Town that such failure or violation is due to the unavailability of financing to complete the Project upon terms and

conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible.

B. If the Developer shall fail or refuse to complete construction of the Improvements within the times specified in Paragraph 3(b) hereof, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have one hundred and eighty (180) days from the receipt by it of such written notice to cure such failure or violation.

(a) If the Developer does not cure such failure or violation within the 180-day period (or within such extended period of time as may be established by the Town acting solely in its discretion) and if the holders of record of construction mortgages do not exercise their rights to cure such violation or failure (as herein provided), the Developer shall promptly transfer possession of, and reconvey, those parts of the Property on which such incomplete components of the Improvements were to have been located (the "Undeveloped Property") and all improvements thereon, to the Town without cost to the Town, by quitclaim deed, provided that such reconveyance shall be subject to any existing mortgages thereon permitted under this Agreement. If the Developer shall fail so to reconvey, the Town may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses or costs by the Developer.

(b) In the event of a failure by the Developer to cure under this Section, the Town shall also have the right to re-enter and take possession of the Undeveloped Property and to terminate (and revert in the Town) the estate in the Undeveloped Property conveyed by the deed to the Developer, it being the intent of this paragraph, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the deed shall contain a reference to the document of record creating a condition subsequent to the effect that in the event of such failure to cure, the Town at its option may declare a termination in favor of the Town of the title, and of all the rights and interests in the Undeveloped Property and that such title, and all rights and interests of the Developer, and any assigns or successors in interest, in the Undeveloped Property, shall revert to the Town; provided, that such condition subsequent and any reversioning of title as a result thereof in the Town shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages.

Upon taking title to the Property, the Developer shall covenant that the Property shall be developed in such a way as to ensure that conveyance of the Undeveloped Property shall be possible at all times without the need for any governmental or private approvals, consents or permits.

- (c) If the Developer or a mortgagee reconveys to the Town, or if the town shall re-enter pursuant to this Section, the Town shall undertake with due diligence and in a commercially reasonable manner to resell the Undeveloped Property so reconveyed or which it has so re-entered, and all of the improvements thereon, and the proceeds of such resale, together with the net income, if any, derived by the Town from its operation and management of the Undeveloped Property subsequent to such reconveyance shall be used:
- (i) First, to pay all taxes payments in lieu of taxes, public charges and other sums owing to the Town with respect to the Undeveloped Property up to the time of such resale (or in the event the Undeveloped Property is exempt from taxation during the period of ownership thereof by the Town, an amount equal to such taxes as would have been payable if the Undeveloped Property were not so exempt);
 - (ii) Second, in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Undeveloped Property, in favor of mechanics, materialmen or subcontractors;
 - (iii) Third, to reimburse the Town for all costs and expenses reasonably and proximately incurred by the Town, including the salaries of Town personnel, in connection with the recapture, management and resale of the Undeveloped Property and all administrative and overhead costs in connection therewith;
 - (iv) Fourth, to reimburse the Town for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Undeveloped Property for which it has not otherwise been reimbursed;
 - (v) Fifth, to pay or reimburse the Town for any amounts otherwise owing to the Town from the Developer; and
 - (vi) Sixth, if there is any balance of proceeds remaining, such balance shall be paid to the Developer;

The Town may elect, in its sole discretion to pursue its remedies under either or both of subparagraphs A or B above.

8. Notices of Breaches to Mortgagees or to the Town.

If the Town gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the Town shall forthwith, after such failure furnish a copy of the notice of default, and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Improvements. To facilitate the operation of this Section, the Developer shall at all times keep the Town provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the Town of its address and request that the provisions of Section 11 hereof as they relate to notices apply to it. The Town agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the Town a copy of any default notice provided by them to the Developer.

9. Mortgagee May Cure Breach of Developer.

If the Developer has received notice from the Town of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property as permitted under this Agreement may cure any breach upon giving written notice of their intention to do so to the Town within ninety (90) days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Improvements as herein provided, a reasonable extension of time for performance will be granted by the Town to enable the mortgagee to complete construction of the Improvements, and following the completion of the Improvements in accordance with the provisions of this Agreement and of the Special Permit, such mortgagee shall be entitled to receive the Certificate of Completion.

10. Remedies for Other Breaches.

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

11. Notices

All notices hereunder shall be sent by registered mail, return receipt requested or delivered by hand or by a nationally recognized overnight delivery service to the following addresses:

If to Town:

Board of Selectmen
Town of Wayland, Town Hall
41 Cochituate Road
Wayland, Massachusetts 01778

If to Developer:

McNeil Real Estate Group
850 Providence Highway
Dedham, Massachusetts 02026

with copies to:

Paul G. Roberts, Esquire
Abrams, Roberts, Klickstein & Levy
265 Franklin Street
Boston, Massachusetts 02110

Christopher P. Sullivan, Esquire
Robins, Kaplan, Miller & Ciresi
222 Berkeley Street
Boston, Massachusetts 02116

or such other address as may be specified by a written notice sent pursuant to the terms hereof.

12. Town Boards

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision hereof, the Town shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the Town for the purpose of bringing the requirement of this Agreement into conformity with the conditions required by the SPGA. Any such amendment by the Town shall be made in an expeditious manner.

13. Amendments

No amendment hereto shall be effective until recorded in the Middlesex South District Registry of Deeds.

14. Sale of Parcel


Upon the request of the Board of Selectmen of the Town and after the appropriate subdivision approvals of the Planning Board have been obtained, the Developer shall promptly convey a fifty foot (50') wide strip of land (the "50 Foot Strip") along the westerly boundary of Lot G, to the owner of Lot J, free and clear from all liens and encumbrances and otherwise upon such terms and conditions as the Developer and the owner of Lot J may agree to. Provided that the 50 Foot Strip is to be incorporated into a single house lot of not less than 40,000 square feet upon which one single family residence shall be built, and that such condition is incorporated into the deed thereof, the Board of Selectmen shall release the 50 Foot Strip from the provisions of this Development Agreement.

15. Miscellaneous

- A. Wherever the approval of the Town is required pursuant to the terms hereof, such approval shall be granted or withheld by the Board of Selectmen of the Town.
- B. The covenants and restrictions contained herein shall be covenants and restrictions running with the property.
- C. Notwithstanding the conveyance of the property or any part thereof, the Developer shall remain obligated to perform all of its obligations hereunder in the event that the transferee of the Property, or any part thereof fails to perform such obligations in accordance with the terms hereof.
- D. MES - Assisted and MES shall be jointly and severally responsible for compliance with the terms hereof during their respective periods of ownership of the Property and thereafter their successors and assigns shall similarly be responsible for such compliance.
- E. This Agreement may be executed in multiple counterparts which shall together constitute one Agreement.

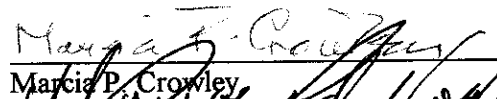
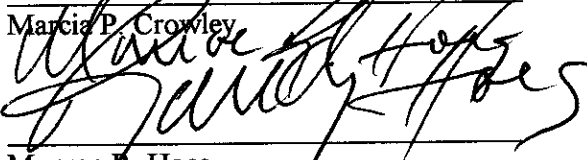
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

TOWN OF WAYLAND acting by
and through the Board of Selectmen


Susan Weinstein

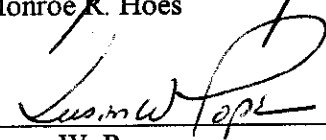
MES - WAYLAND ASSISTED LIVING, LLC

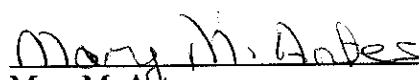
By: _____
W. Keith Munsell
Its: Manager


Marcia P. Crowley

Monroe R. Hoes

MES - WAYLAND RESIDENTIAL DEVELOPMENT, LLC

By: _____
W. Keith Munsell
Its: Manager


Susan W. Pope


Mary M. Antes

Approved As To Matters Of Form:



Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Susan Weinstein, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,


Notary Public
My Commission Expires: March 3, 2000

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

TOWN OF WAYLAND acting by
and through the Board of Selectmen

Susan Weinstein

Marcia P. Crowley

Monroe R. Hoes

Susan W. Pope

Mary M. Antes

Approved As To Matters Of Form:

Town Counsel

MES - WAYLAND ASSISTED LIVING, LLC

By: _____

W. Keith Munsell

Its: _____

Manager

MES - WAYLAND RESIDENTIAL DEVELOPMENT, LLC

By: _____

W. Keith Munsell

Its: _____

Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named Susan Weinstein, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,

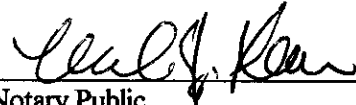
Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.June 29, 1998

Then personally appeared the above-named Marcia P. Crowley, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.June 29, 1998

Then personally appeared the above-named Monroe R. Hoes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be his free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.June 29, 1998

Then personally appeared the above-named Susan W. Pope, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



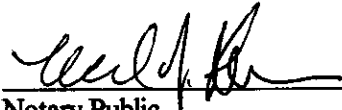
Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.June 29, 1998

Then personally appeared the above-named Mary M. Antes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



 Notary Public
My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Associated Living, LLC, before me,

 Notary Public
 My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Residential Development, LLC, before me,

 Notary Public
 My Commission Expires: _____

\\word\katherine\wayland\develop7.agr

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named Mary M. Antes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.June 29, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Associated Living, LLC, before me,

Notary PublicMy Commission Expires: 8/13/03

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.June 29, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Residential Development, LLC, before me,

Notary PublicMy Commission Expires: 8/13/03

\\wordkatherine\wayland\develop7.agr

TOWN OF WAYLAND

MASSACHUSETTS

01778-2697



TOWN CLERK
JUDITH L. ST. CROIX, CMC
ASSISTANT TOWN CLERK
LOIS M. TOOMBS

TOWN BUILDING
41 COCHITUATE ROAD
TEL: (508) 358-3630
(508) 358-3631
FAX: (508) 358-3627

July 28, 1998

McNeil Real Estate Group
850 Providence Highway
Dedham, MA 02026

I hereby certify that no Notice of Appeal was received during the twenty days next after receipt and recording of notice from the Planning Board of the approval of the plan entitled "Greenway Subdivision & Greenways Special Permit/Site Plan Approval." The decision was filed on June 5, 1998.

A true copy, Attest:

Judith L. St. Croix, CMC
Town Clerk

received
7-30-98

MSD 08/21/98 11:01:13 300 23.00



TOWN OF WAYLAND

MASSACHUSETTS

01778

 RECEIVED
 TOWN OF WAYLAND
 TOWN CLERK

TOWN BUILDING

41 COCHITUATE ROAD

PLANNING BOARD

58 JUN -8 PM 2:01 P.L. (508) 358-7701

MEMO

DATE: June 8, 1998

TO: Town Clerk, Applicant, Parties in Interest

FROM: David A. Berry, Town Planner *DA Berry*
 SUBJECT: Certification of Planning Board Action on Green Way Subdivision & Greenways
 Special Permit/Site Plan Approval (McNeil)

As required by MGL Ch. 41, ss. 81-U, and MGL Ch. 40A, s. 9, this memo certifies the attached Notice of Action and Special Permit and Site Plan Approval Decision, namely, that on June 2, 1998 the Planning Board voted to approve with conditions the application for a definitive subdivision, and voted to approve with conditions the applications for a special permit and site plan approval, for a proposed road named Green Way located within a proposed development named Greenways, which applications were submitted by McNeil Real Estate Group, 850 Providence Highway, Dedham, MA 02026. These decisions may be appealed in accordance with MGL Ch. 41, s. 81-BB, and MGL Ch. 40A, s. 17, that is, within twenty (20) calendar days of the filing of this decision at the office of the Wayland Town Clerk (said filing date being June 5, 1998), or no later than the close of business on Tuesday, June 25, 1998.

A TRUE COPY ATTEST

James H. de Cresp
 TOWN CLERK
 TOWN OF WAYLAND



TOWN OF WAYLAND
MASSACHUSETTS
 01778

PLANNING BOARD

TOWN BUILDING
 41 COCHITUATE ROAD
 TEL. (508) 358-7701

RECEIVED
 TOWN OF WAYLAND
 TOWN CLERK
 JUN -5 PM 4:11

GREENWAYS
SPECIAL PERMIT AND SITE PLAN APPROVAL DECISION

RE: Application of McNeil Real Estate Group, Inc. for a Special Permit and Site Plan Approval

PROPERTY

LOCATION: Parcels F and G on and off Cochituate Road, Wayland, Massachusetts
 Assessors Map 33, Lots 1 and 1G
 Middlesex South Registry of Deeds, Book 25560, Page 210

DATE: June 4, 1998

FINDINGS AND DECISION

I. Procedural History

On October 7, 1997, the applicant, McNeil Real Estate Group, Inc. (McNeil) filed an application with the Planning Board (the Board) for a special permit and site plan approval to construct 76 assisted living units, with adult day care and hospice care centered around a reuse of the Paine Mansion, 24 independent living units, and 17 single family homes on Parcel F, and a stormwater detention area on Parcel G on the so-called Paine Estate Town-owned land on and off Cochituate Road, Wayland, Massachusetts (the Site). Initially, the application submittals were not complete. On October 17, 1997 all necessary application submittals were filed.

A notice of public hearing on this application, a true copy of which is on file in the Office of the Town Clerk, was:

1. Published in the Wayland Town Crier, a newspaper with general circulation in the Town of Wayland on November 13, 1997 and November 20, 1997;
2. Posted in a conspicuous place in the Wayland Town Building on November 13, 1997, which was at least fourteen (14) days prior to the Board's hearing; and

A TRUE COPY ATTEST

Justis R. de Crist
TOWN CLERK
TOWN OF WAYLAND

3. Mailed, postpaid, on November 13, 1997, which is at least fourteen (14) days before the hearing, to the applicant, abutters, owners of land directly opposite the Site on any public or private street or way, abutters to the abutters within three hundred (300) feet of the Site, and the Planning Boards of the abutting towns. The notice was mailed to the names and addresses shown on the most recent tax list provided by the Assessors Office.

A public hearing before the Board on the application was commenced on December 2, 1997. The public hearing was continued to January 6, 1998, then continued to January 13, 1998, further continued to February 3, 1998, continued again to February 17, 1998, then to March 3, 1998, and finally to April 7, 1998, on which date the hearing was closed and no further evidence with respect to the application was received by the Board. All continuances of the hearing were requested by, and agreed to, by the applicant and/or its representative or attorney.

At the hearing, Mark Massey, Development Director, Keith Munsell, Executive Vice President, and Erica Saperstein, Marketing Manager, represented McNeil and presented the application, plans, and supporting materials to the Board. William Sterling of Sterling Associates, Project Architect; Michael Binette and Keith Musinski of The Architectural Team, Inc., contributors to the design of the Independent Living Facility and the Assisted Living Facility; Henry Arnaudo of HPA Design, Inc.; Mary Smith of Mary Smith Associates, Inc., landscape and site lighting design; Design Engineer Ronald O'Brien and Project Manager John Thunberg of Daylor Consulting Group, Inc.; Carlos Quintal of CAQ Engineering, Inc.; and Traffic Engineer Jack Gillon of Gillon Associates also appeared at the hearing on behalf of McNeil and assisted in the presentation of the aspects of the project relative to their respective areas of expertise.

The Board received the following correspondence regarding McNeil's application:

1. Memorandum from Wayland Fire Chief Michael Murphy dated October 21, 1997 recommending fire safety and emergency medical services measures;
2. Letters from Planning Board Consultant Marchionda & Associates dated October 31, 1997 and January 28, 1998, concerning various project design features;
3. Memorandum from Transportation Consultant David J. Friend dated November 12, 1997, concerning the traffic impacts of the project;

4. Letter from the Massachusetts Water Resources Authority (MWRA) dated December 2, 1997, expressing concern that some project drainage might reach the MWRA Aqueduct; and
5. Memorandum from the Wayland Conservation Commission dated December 2, 1997, regarding stormwater management, operation and maintenance plan and trail and Department of Environmental Management access locations.

No parties in interest appeared in opposition to McNeil's application, nor did the Board receive any written opposition to the project.

The Board deliberated on this decision at its meetings of June 2, 1998, and June 4, 1998, and made the following findings and decision based on the evidence submitted at the public hearing.

II. Findings

A. General

1. McNeil is a Massachusetts corporation having an address of 850 Providence Highway, Dedham, Massachusetts 02026.
2. The Site is currently owned by the Town of Wayland. On February 18, 1997, McNeil entered into a purchase and sale agreement with the Town of Wayland to purchase the Site.
3. McNeil has agreed to enter into a development agreement (the Development Agreement) with the Town of Wayland. When McNeil acquires the Site, McNeil agrees to develop the Site in accordance with its June 28, 1996 proposal (the Proposal) to acquire and develop the Site and to impose certain restrictions on the future use of the Site.
4. In the Proposal, which was accepted by the Board of Selectmen of the Town of Wayland, McNeil Elder Services, William Sterling, Architect, and Parmenter Health Services proposed to own and develop the Site as set forth in this decision.
5. The Site is zoned single family residential (40,000 square feet minimum lot area and 180 feet minimum frontage) and located within the Senior and Family Housing and Overlay District (SFHOD).

6. The Site consists of 26.3 acres. The former Paine Estate mansion and two accessory buildings are located on the Site. The Site, by and large, is wooded, except for the existing structures, the yard area around the mansion and driveways. There are no ponds, watercourses or wetlands on the Site.
7. The Site, the infrastructure, and the footprints of the proposed Assisted Living Facility (ALF) and Independent Living Facility (ILF) are all shown on the plans entitled Definitive Subdivision Plan at The Paine Estate on Cochituate Road in Wayland, Massachusetts (Sheets 1 through 11), dated September 24, 1997, revised through April 2, 1998, by Daylor Consulting Group, Inc. (the Subdivision Plan); and the plan entitled Site Plan at the Paine Estate on Cochituate Road in Wayland, MA (Sheets 1 through 4), dated September 24, 1997, revised through April 2, 1998, by Daylor Consulting Group, Inc. (the Site Plan); a copy of both of which plans are on file with the Board and the Town Clerk.

B. Special Permit - SFHOD

The granting of a special permit to McNeil pursuant to its special permit application will:

1. Provide a residential environment that offers supportive services to individuals 55 years of age or older who are unable to live independently in the community by offering supervision and/or assistance with basic activities of daily life;
2. Provide multi-family dwelling units for occupancy by individuals 55 years of age or older;
3. Provide for mixed and diverse varieties of housing, including (a) affordable housing, (b) single-family housing without regard to age limitation, (c) assisted living residences and (d) independent living residences, in combination and in close proximity to one another; and
4. Provide for residential development in a manner that conserves environmental features, woodlands, trees, wet areas, open space, areas of scenic beauty, and views and vistas.

C. Special Permit - General

McNeil's proposed use of the Site will not:

1. Be against the public interest;

2. Derogate from the character of the neighborhood;
3. Be detrimental or offensive because of noise, vibration, smoke, gas, fumes, odor, or other objectionable features; and
4. Be otherwise injurious to the inhabitants or their property, or dangerous to the public health or safety; and
5. McNeil's proposed use of the Site will be in harmony with the general purpose and intent of the Zoning Bylaw (the Bylaw) of the Town of Wayland as set forth in §198-102 thereof.

D. Site Plan Approval

McNeil's proposed use of the Site:

1. Is integrated into the existing terrain and surrounding landscape;
2. Minimizes the use of wetlands, steep slopes, flood plains, and hilltops;
3. Preserves natural and historic features;
4. Maximizes retention of open space;
5. Minimizes tree, vegetation and soil removal, blasting, and grade changes;
6. Screens objectionable features from adjacent properties and roadways;
7. Includes an adequate (a) water supply system; (b) sewage disposal system; and (c) other waste disposal systems;
8. Incorporates measures adequate (a) to prevent pollution of surface water or groundwater; (b) to minimize erosion and sedimentation; (c) to prevent changes in groundwater levels and increased rates of runoff; and (d) to minimize potential for flooding;
9. Minimizes demands placed on Town services and infrastructure;
10. Provides for safe vehicular and pedestrian movement within the Site and to adjacent ways, including sidewalks, crosswalks, and the like;

11. Includes building structures and landscape designs that are in harmony with the prevailing character and scale of buildings, structures, and landscaping of the residential zoning district, and of adjacent properties;
12. Provides for underground utilities, to the extent practicable;
13. Provides for screening and/or sufficient setback of utility buildings and structures and other unsightly buildings and structures;
14. Minimizes shadows cast on adjacent properties in residential zoning districts;
15. Creates no unreasonable glare from lighting, whether direct or reflected, onto roads and other ways, into the night sky, or onto adjacent properties in residential zoning districts; and
16. Complies with the provisions of the Bylaw.

III. Decision

Based on the foregoing findings and the evidence submitted at the public hearing, the Board hereby (i) grants a special permit to McNeil to use the Site for and construct (a) an ALF with 76 assisted living units, adult day care for not more than thirty (30) people, and hospice care for not more than six (6) people, (b) an ILF with 24 independent living units and (c), 17 single-family homes on the Site; and (ii) approves the Site plan, subject to the following conditions:

A. Special Permit

1. Dimensional controls - ALF and ILF
 - a. The height of the ALF shall not exceed 47 feet.
 - b. The height of the ILF shall not exceed: (i) 37 feet from finished grade at the front elevations; (ii) 39 feet from finished grade at the side elevation facing the ALF; nor 48 feet from finished grade at the other side elevation, all as depicted on the elevation sketches received by the Board on March 3, 1998.
 - c. The footprints of the ALF and ILF shall be as shown on the Site Plan and the Subdivision Plan.

2. Dimensional Controls - Single-Family Homes

- a. The following minimum building setbacks shall be applicable to all single-family residences constructed on the Site:

- (i) Front yard: 30 feet from the street right-of-way side line nearest to the lot.
- (ii) Rear yard: 30 feet from the rear lot line and 50 feet from the rear lot line for lots located in the perimeter buffer zone.
- (ii) Side yards: 7.5 feet from the side lot line.

- b. The maximum floor area for the single-family houses shall not exceed the gross floor areas of the single-family houses as shown in the renderings entitled "MODEL 'A' through MODEL 'Q'", received by the Board on February 17, 1998, provided, however, that:

- (i) The net floor area of any single-family house may be increased by not more than twenty (20%) percent of the originally constructed net floor area by additions to said single-family houses; and
- (ii) In no event shall the net floor area of any of said single-family houses exceed twenty (20%) percent of the lot area or 3,475 square feet, whichever is less.

To the extent that the foregoing dimensional controls set forth in Section III.A.1. and III.A.2. hereof, and lot areas shown on the Site Plan and Subdivision Plan, are different than the dimensional controls set forth in the Bylaw for the underlying residential zoning district, the foregoing dimensional controls shall supersede any such different dimensional controls pursuant to §198-1506.2.1 of the Bylaw.

3. Affordability Requirements

- a. ALF - Fifteen (15) units in the ALF shall be designated for occupancy by individuals who meet low or moderate income guidelines (the Subsidized

Units); as such guidelines are established by either the state or federal regulatory authorities, and shall remain as Subsidized Units for a period of time not less than 25 years. The maximum number of Subsidized Units permitted under state law shall be made available to present and former residents or employees of the Town, or to the parents of such persons. The Project shall include a minimum of fifteen (15) assisted living residences. The number of Subsidized Units shall not be reduced under any circumstances.

- b. Local Initiative program - Four (4) single-family residences (the LIP SFR's) shall be offered for sale pursuant to the Local Initiative Program Guidelines (LIP) published by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), shall be sold for a price not to exceed the maximum sales price permitted by LIP, and subject to the restrictions on resale established by LIP, which shall be incorporated into the deeds for such property. Such restrictions shall be applicable for the maximum period permitted by law.
- c. Town Employee Residence - In addition to the four (4) SFR's subject to LIP, an additional SFR will be sold at a price of \$170,000.00 to an employee of the Town (the Employee SFR). If necessary, the purchase of the Employee SFR shall be designated by a process to be determined and managed by the Town (the Lottery Process). Resales of the Employee SFR would be subject to restrictions on sale price to be determined by the Town and shall be subject to the Lottery Process. The Employee SFR shall be subject to the restrictions herein contained for the maximum period permitted by law, which restrictions shall be incorporated into the deed for the Employee SFR. The Employee SFR shall be constructed with the same materials and to the same standard as the LIP SFR's. In connection with the creation of the Lottery Process by the Town, McNeil shall provide to the Town the services of a consultant with appropriate expertise. The extent of such services shall be as reasonably determined by the McNeil and the Town. McNeil shall not be responsible for the creation or administration of the Lottery Process.

4. Design Standards

- a. ALF - The design and architectural features of the ALF shall be substantially the same as shown on the Site Plan, and in the renderings in the Proposal, and as specified in the outline specifications in Exhibit M to McNeil's application.
- b. ILF - the Design and architectural features of the ILF shall be substantially the same as shown on the Site Plan, and in the rendering submitted to the Board entitled "GREENWAYS Independent Living Facility" by the Architectural Team, Inc., and as specified in the outline specifications in Exhibit M to McNeil's application.
- c. Single-Family Homes - The design and architectural features of the single-family houses to be constructed on the Site shall be substantially the same as shown in the renderings entitled "MODEL 'A' through MODEL 'Q'" received by the Board on February 17, 1998.

5. Development Schedule

- a. McNeil shall provide the Board a written development schedule within thirty (30) days after the filing of this decision with the Town Clerk and before the Board's endorsement of approval of the Subdivision Plan and Site Plan, signed by McNeil, showing estimated dates for:
 - (i) commencement of development;
 - (ii) completion of each stage of the development; and
 - (iii) completion of the mixed residential development.
- b. Construction of Improvements
 - (i) McNeil shall begin the construction of the improvements on the Site not later than two (2) months after the expiration of the twenty (20) day appeal period after the filing of this decision in the office of the Town Clerk (the Commencement Date).

- (ii) McNeil shall diligently prosecute to completion the construction of said improvements in phases, and shall substantially complete such construction within five (5) years of the Commencement Date; provided, however that eight (8) SFR's (including two (2) LIP SFR's and the Employee SFR) shall be completed within three (3) years from the Commencement Date.
- (iii) A monthly construction report shall be provided to the Town by McNeil, and shall be accompanied by a written report by McNeil citing any adjustments to the progress forecast, and, where applicable, noting corrective efforts.
- (iv) The obligations of McNeil hereunder to commence, diligently pursue, and complete construction of said improvements shall be excused if a court of competent jurisdiction shall prohibit construction of said improvements after all avenues of appeal have been exhausted; but in such case only with respect to those portions of said improvements to which such court decision relates.

6. Division of Site

- a. The Site shall be divided into not more than nineteen (19) lots, exclusive of Parcel G, and the drainage lot as shown on the Subdivision Plan (Sheet 1).
- b. No further division of the Site into additional buildable lots shall be permitted unless specifically authorized by the Board by a modification to this decision.

7. Open Space

- a. At least forty percent (40%) of the Site shall be open space, which shall be left in its natural vegetated state.

8. Buffer Area

- a. A buffer area around the perimeter of the Site shall be provided as shown on the Site Plan.

- b. No vegetation in the buffer area shall be disturbed, destroyed, or removed except for grading and other activities related to construction as shown on the Site Plan. Structures or buildings may be located in the buffer area only upon modification of this decision by the Board.

9. Removal and Replacement of Vegetation

- a. No clear-cutting shall be permitted, except where it is incidental to the construction of the buildings, roads, trails, and parking areas on the Site.
- b. Where vegetation will be disturbed, destroyed, or removed during construction, McNeil shall replace such vegetation with appropriate alternative vegetation consistent with the completion of the project.

10. Fire Safety - ALF and ILF

- a. Fire sprinklers, standpipes, and full fire alarm systems shall be installed in the ALF and ILF as required by the Wayland Fire Department.

11. Development and Ownership Team

- a. In accordance with the Proposal, the Site shall be owned and developed by McNeil Elder Services, Parmenter Health Services, and William Sterling, Architect. Parmenter Health Services shall be part of the development and ownership team as a partner and as the health care provider for the ALF and ILF adult day care and hospice care operations. William Sterling shall be part of the development and ownership teams as architect and as partner of the development team. All applications and other submissions to any Town authorities which must be signed shall be signed by a duly authorized representative of McNeil, Parmenter Health Service, and William Sterling, Architect, which representatives' signatures shall not be unreasonably withheld.
- b. The professionals and principals named in the third (unnumbered) paragraph on Page 2 and in paragraph 11 a. above of this decision shall continue to participate in the development of the Site in the capacities specified therein, unless the Board so approves by a modification to this decision.

12. Wastewater Disposal Facilities

- a. All wastewater disposal facilities, systems, and equipment located within the roadway abutting the single-family homes shall be excluded from any instrument conveying said roadway to the Town of Wayland.

B. Site Plan

1. Landscaping

- a. Landscaping on the Site shall conform to the final Schematic Landscape Plan submitted to the Board.
- b. Clearing and disturbance of vegetation on each lot shall be minimized.

2. Grading

- a. Grading of the Site shall be in accordance with the Grading Plan, Sheets 3 and 4 of the Site Plan.

3. Parking

- a. The number and configuration of parking spaces and parking areas on the Site shall be constructed in accordance with Sheet 1 of the Site Plan.
- b. Two parking spaces per unit (48 spaces) shall be provided for the ILF. However, only 36 of said parking spaces shall be initially constructed, and the remaining twelve (12) spaces shall be reserve spaces, which shall be constructed only if actual usage evidences a need for such additional spaces, and if the construction of said additional spaces is approved by the Board.

4. Drainage

- a. Drainage facilities shall be constructed on the Site in accordance with the Site Plan and the Subdivision Plan.
- b. The rate and volume of stormwater runoff at the Site's perimeter shall not be increased as the result of the development of the Site.

5. Lighting

- a. There shall be no unreasonable glare from lighting, whether direct or reflected, onto roads or other ways, into the night sky, or onto adjacent properties, in the area of the Site.

- b. Final site lighting plans for Lots 18 and 19 as shown on the Site Plan shall be subject to review and approval by the Board.

6. Signage

- a. McNeil shall construct trail signage on the Site.
- b. Final site signage plans shall be subject to review and approval by the Board.
- c. There shall be no interim or temporary site signage, except as permitted by law.

7. Pedestrian Walkways

- a. McNeil shall cause a crosswalk to be painted on Cochituate Road (Route 27) to facilitate safe access to and egress from the Site for pedestrians walking to and from the temporary parking area at the St. Anne's Church parking lot.
- b. Final plans for the sidewalk extending from the ALF and the ILF to Cochituate Road (Route 27) shall be subject to review and approval by the Board.
- c. All other pedestrian walkways, including trails, shall be constructed in accordance with the Site Plan.

8. Off-Site Impacts

- a. Development of the Site shall proceed so as to minimize inconveniences to residents in this area, whether of noise, vibration, dust, blocking of Town roads, or otherwise.

9. Revisions

- a. Minor revisions to the Site Plan may be made in accordance with §198-1605.8.2 of the Bylaw.
- b. Major revisions to the Site Plan may be made in accordance with §198-1605.8.3 of the Bylaw.
- c. Revisions required by this decision, or to correct clerical errors, may be made to the Site Plan without following the Site Plan revision requirements of §1605.8 of the Bylaw.

C. General Conditions

1. Security - Prior to the Board's endorsement of approval of the Site Plan and the Subdivision Plan, McNeil shall furnish the Board with a covenant in accordance with §1506.5.1.2.3.3 of the By-Law.
2. Recording - This decision and the Site Plan shall be recorded with the Middlesex South Registry of Deeds as soon as possible after the expiration of the twenty (20) day appeal period set forth in M.G.L. c. 40A, §17 and evidence of said recording shall be promptly furnished to the Building Inspector.
3. Title Reference - In any sale, conveyance or transfer of the Site by McNeil or any successor owner of the Site, the deed or other instrument shall refer to and incorporate by reference therein this decision.
4. Site Access - At all reasonable times, the Board and its agents and the Building Inspector shall have the right to enter upon the Site to insure compliance with this decision and the foregoing conditions.
5. As-Built Drawings and Plans - As-built plans and drawings shall be filed with the Building Inspector upon completion of each stage of the development.

On this 4th day of June, 1998, the ~~following~~ members of the Board voted 4 - 0 to grant this special permit and approve the Site Plan as stated above:


George Ives, Chairman

RIGHT OF APPEAL

Any party in interest aggrieved by the foregoing decision may file a complaint in the appropriate division of the Superior Court Department, or District Court Department, or in the Land Court Department of the Trial Court, pursuant to M.G.L. c. 40A, §17, within twenty (20) days after this decision is filed in the Office of the Town Clerk.

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

WWW.MQMLLP.COM

August 24, 2022

VIA FEDEX

Wayland Town Hall
Office of the Town Clerk
Attention: Christopher Costello
41 Cochituate Road
Wayland, MA 01778

**Re: Application for Change of Manager of Record
BBRG TR, LLC d/b/a Coach Grill
55 Boston Post Road, Wayland, MA 01778**

Dear Chris:

This office represents **BBRG TR, LLC d/b/a Coach Grill** which is applying for a Change of Manager of Record, for the License exercised on the premises located at 55 Boston Post Road, Wayland. In this regard, enclosed please find the following:

1. Monetary Transmittal Form and ABCC Filing Fee Confirmation;
2. Change of Manager Application;
3. ABCC CORI Form;
4. Proof of Citizenship for Manager of Record;
5. Applicant's Statement;
6. Entity Vote;
7. BBRG TR, LLC Authorization of Richard Nace as Authorized Signatory.

We respectfully request that this matter be placed on the Town of Wayland's next available public hearing agenda. Thank you as always for your time and consideration on this matter and please do not hesitate to contact me with any questions.

Sincerely,



Thomas P. Miller, Esq.
tmiller@mqmlp.com

TPM/mmg
Enclosures

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 9e14764c-2bfa-4ddd-a47d-d740794a0edd

| Description | Applicant, License or Registration Number | Amount |
|--------------------|---|-----------------|
| FILING FEES-RETAIL | BBRG TR LLC | \$200.00 |
| | | \$200.00 |

Total Convenience Fee: **\$0.35**

Date Paid: **8/24/2022 10:52:51 AM EDT**

Total Amount Paid: **\$200.35**

Payment On Behalf Of

License Number or Business Name:
BBRG TR, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott, Quilty & Miller LLP

Last Name:
- Operating Account

Address:
28 State Street

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
mgillis@mqmlp.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.**

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT**

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN **STATE** **ZIP CODE**

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/ Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest (LLC Members/ LLP Partners, Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Change of Manager

- Manager Application
- CORI Authorization
- Vote of the Entity
- Proof of Citizenship (Manager must be U.S. citizen)
- Payment Receipt



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change of Manager

☒ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

| | | |
|--------------|--------------|---------------------|
| Entity Name | Municipality | ABCC License Number |
| BBRG TR, LLC | Wayland | 00002-RS-1340 |

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

| | | | |
|------------------|----------|-------|-------|
| Name | Title | Email | Phone |
| Thomas P. Miller | Attorney | | |

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

| | | | | | |
|---|--------------------|-------------------------------|--------------|-----|--|
| Proposed Manager Name | Joseph Battafarano | Date of Birth | | SSN | |
| Residential Address | | | | | |
| Email | | Phone | | | |
| Please indicate how many hours per week you intend to be on the licensed premises | 50 | Last-Approved License Manager | Laura Palmer | | |

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be U.S. citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|-----------------|---------------------|-----------------|
| 2021 | present | General Manager | Coach Grill | Bruno Marini |
| 2018 | 2021 | General Manager | Atlantic Fish Grill | Tim Fannin |

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|-------|------|---|
| | | | | |
| | | | | |

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

[Signature]

Date

8/19/22

APPLICANT'S STATEMENT

I, Richard Nace the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of BBRG TR, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

[Handwritten Signature]

Date:

8/18/22

Title:

LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of BBRG TR, LLC
Entity Name
duly voted to apply to the Licensing Authority of Wayland and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Aug 18, 2022
Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☐ Other

"VOTED: To authorize

Richard Nace

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Joseph Battafarano

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Richard Nace

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

BBRG TR, LLC
MANAGERS' ACTION BY WRITTEN CONSENT
IN LIEU OF MEETING

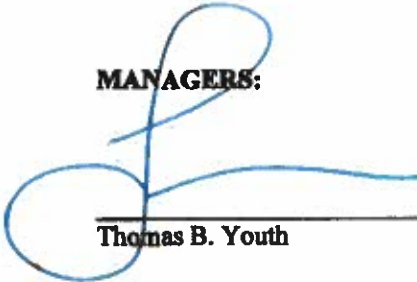
The undersigned, being all of the Managers of **BBRG TR, LLC**, a Florida limited liability company (the "Company"), in accordance with the Florida Limited Liability Company Act and the Operating Agreement of the Company relating to the action taken without a meeting, hereby consents to and adopts the following resolutions and actions thereunder.

IT IS HEREBY

RESOLVED, that Richard Nace be, and hereby is, appointed as Vice President of the Company effective as of the date of this Consent.

Dated this 24 day of March, 2020.

MANAGERS:



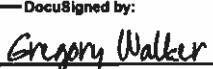
Thomas B. Youth

DocuSigned by:



Nicholas E. Leucher, III

DocuSigned by:



Gregory Walker

Costello, Christopher

From: Edward Burman
Sent: Thursday, September 8, 2022 1:33 PM
To: Costello, Christopher
Subject: Coach Grill

Chris

I met with the new Manager today

His CORI is clear and he understands all of the rules

Let me know if you need anything else

Ed Burman
Lieutenant
Wayland Police Department
38 Cochituate Rd
Wayland, MA 01778
[Phone Direct: 508-358-1710](tel:508-358-1710)
[Main Station: 508-358-4721](tel:508-358-4721)



HRDEIC Meeting with the Select Board September 12, 2022



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

Select Board Meeting Outline

- HRDEIC Purpose
- 2021 - 2022 Accomplishments
- 2022 - 2023 Plans
- Requested Select Board Actions



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

HRDEIC Purpose

“The purpose of creating the Committee is to affirm that the Town of Wayland is an inclusive community that has, as one of its core values, the freedom from discrimination, disrespect, bigotry, other forms of microaggressions, macroaggressions, hatred and oppression, and to reaffirm the Town’s commitment to upholding and defending the rights of all individuals to enjoy the free and equal exercise of their human and civil rights and privileges.”

from the town website



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

Accomplishments to date

- Created a community resource guide
- Researched and initiated the creation of an HRDEI incident reporting line
- Began creating town-wide awareness of the HRDEIC through social media, town signs and website, and statements drawing attention to cultural and human rights issues
- Collaborated with local groups and town to promote HRDEI awareness, including eight Zoom and in person events
- Connected with other HRCs in the Commonwealth
- Contributed to the designation of Lunar New Year Day as a school holiday
- Collaborated with the local Chinese community promoting participation in town government



Ongoing work priorities and requests

Ongoing priorities:

- Initiate the incident reporting line
- Collaborate with local groups for a town-wide cultural celebration
- Continue building relationships with town government and local groups
- Co-sponsor public education events
- Promote diverse representation on town boards

Current Requests for the Select Board:

- Establish a DEI position (SB action required)
- Holiday Display Policy recommendation (SB action required)
- Indigenous Peoples' Day (SB action required)
- HRDEIC make-up (SB action required)



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

The HRDEIC recommends that the Select Board add a DEI position in the upcoming town budget who would...

- ensure that a DEI lens is used when making decisions in town
- review existing town policies and practices through a DEI lens
- offer training to town employees and committees
- work with the HRDEIC to move town-wide initiatives forward



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

The HRDEIC recommends the Select Board adopt a new Holiday Display Policy.

- See handout in packet
- The goal is to foster reflection through questions.



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

The HRDEIC recommends that the Select Board designate the second Monday of every October as Indigenous Peoples Day.

- To celebrate the thriving cultures and resilience of Indigenous Peoples, and acknowledge the harmful history
- To align the Town's policy with the Wayland Public Schools and Wayland Public Library
- To join with nearby communities including Arlington, Bedford, Belmont, Maynard, Newton and Wellesley; other MA municipalities; and cities and states across the country who honor Indigenous Peoples Day.



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA

The HRDEIC recommends that the Select Board make the following change to the HRDEIC charge.

- Allow all current and future members who are eligible to vote to become voting members if they would like when there is an open seat



Human Rights, Diversity, Equity
and Inclusion Committee

Wayland, MA



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NORFOLK DISTRICT
FORT NORFOLK
803 FRONT STREET
NORFOLK VA 23510-1011

August 29, 2022

CENAO-RE

Town of Wayland, MA
Mr. Stephan Crane
41 Cochituate Road
Wayland, MA 01778

Dear Sir:

Thank you for submitting a bid to purchase the U.S. Government-owned land and improvements in the Town of Wayland, MA, advertised under Solicitation No. DACA65-9-22-NAT. Unfortunately, your bid of \$2,300,00.00 for the Wayland parcel was not the highest bid, and your escrow check number 472841 in the amount of one hundred thousand dollars and no/100s (\$100,000.00) is being returned, along with a copy of all bid prices received.

In the event that the winning bidder fails to complete purchase of the Wayland parcel, as the next highest bidder you will be formally notified for response as to whether you are still interested in purchase of the parcel.

If you have any additional questions, please contact Frank A. Pinion, Jr. at (757) 848-3310, email: frank.a.pinion@usace.army.mil.

Respectfully,

Donna Carrier-Tal

Donna L. Carrier-Tal, Esq.
Chief, Real Estate Office
Real Estate Contracting Officer
U.S. Army Corps of Engineers, Norfolk District

Enclosure

NATICK LAND SALE WAYLAND PARCEL SALE BID ABSTRACT

BID OPENING DATE: 24 AUG 2022

GOVT'S FAIR MARKET VALUE APPRAISAL 4 JUN 2021: \$840,000

| COMPANY / PRIVATE PARTY NAME / ADDRESS | BROKER REP NAME / ADDRESS | ESCROW CHECK NO. PROVIDED | BANK CERT OF FUNDING PROVIDED | BID |
|---|---------------------------|---|-------------------------------|-----------------|
| BID # 1 | N/A | | | \$ 2,001,001.00 |
| Homes By Forge, LLC 66 Rowe Street, Auburndale, MA 02466 PH# 978 460 3248 | N/A | YES | YES | \$ 4,002,000.00 |
| BID # 3 | N/A | YES | YES | \$ 2,300,000.00 |
| HIGHEST BIDDER: Homes By Forge, LLC 66 Rowe Street, Auburndale, MA 02466 PH# 978 460 3248 \$ 4,002,000.00 | | | | |
| CERTIFIED BY: | DATE | WITNESSED BY: | DATE | |
| <i>Diana Davis</i> REAL ESTATE CONTRACTING OFFICER CHIEF, REAL ESTATE OFFICE USACE, NORFOLK DISTRICT | 8/29/22 | <i>Sandra B. Riggs</i> SENIOR REALTY SPECIALIST | 24-Aug-22 | |
| | | <i>Frank A. Pivion Jr</i> SENIOR REALTY SPECIALIST | 24 Aug-22 | |



CliftonLarsonAllen LLP
CLAconnect.com

To: Brian Keveny, Finance Director - Town of Wayland
From: Hannah York, CPA, - Principal, CLA
Date: 9/8/22
Re: FY2022 Cash Reconciliation status update

CLA was engaged to reconcile the fiscal year 2022 cashbook to the bank statements and cashbook to the general ledger. Currently, the Town has 54 active bank accounts. All bank accounts have been reconciled to the cashbook through May 2022. We have also reconciled the total cashbook balance to the general ledger through May. As of May, we have found 64 adjustments that need to be booked/corrected in the cashbook and approximately 40 adjustments that will affect the general ledger.

For June, we have most bank accounts reconciled to the cashbook. Prior to finalizing the cashbook and reconciling to the general ledger, we would like to have the prior mentioned adjustments posted to the cashbook and general ledger. If town staff are able to make these adjustments timely, we should be able to complete the June reconciliations by the end of September.

Sincerely,

Hannah York, CPA
Principal
CLA, LLP



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.



THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

MAURA HEALEY
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

September 1, 2022

Joseph Pessimato, Interim Town Clerk
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Re: Wayland Annual Town Meeting of May 14, 2022 -- Case # 10623
Warrant Articles # 13 and 19 (Zoning)
Warrant Article # 26 (General)
Warrant Article # 17 (Historic)

Dear Mr. Pessimato:

Articles 13, 17, 19, and 26 - We approve Articles 13, 17, 19, and 26 from the May 14, 2022 Wayland Annual Town Meeting. Our comments regarding Article 13 are provided below.

Article 13 - Under Article 13 the Town voted to amend several sections in its zoning by-laws to allow outdoor dining with food and beverage service as of right subject to site plan approval from the Planning Board. One of the changes voted under Article 13 amends Section 198-1102.1.1.1 regarding uses allowed in the Town's Business Districts," as follows (new text in underline and deleted text in ~~striketrough~~):

:

~~The ZBA may permit~~ The Planning Board may allow, by site plan approval, food or beverages to be served or consumed on the premises outside the a building that contains a lawfully-existing Restaurant in any zoning district, where such service or consumption is incidental to such service and consumption inside the building, subject to such safeguards and limitations as it may impose in its approval of a site plan pertaining thereto, as long as such use shall be incidental to such consumption inside the building. Sections 604 through 609 of this Zoning Bylaw shall apply to this subsection. provided however that the Planning Board may waive in its discretion any submittal or procedural requirement that it deems excessively burdensome. unnecessary or redundant to a particular application.

Because the Town's by-laws do not define "beverages" it is unclear whether beverages include alcohol beverages. However, as explained below, nothing in the proposed zoning by-law

amendments authorize a restaurant to serve alcohol beverages at an outdoor seating area in violation of its liquor license.¹

Outdoor dining has been the subject of recent Executive Orders and legislation. As a result of the COVID-19 pandemic, Governor Baker issued two Executive Orders (No. 35 and No. 50) that allowed establishments licensed to serve alcohol beverages to provide outdoor seating under such license. First, on June 1, 2020, Governor Baker issued COVID-19 Executive Order No. 35 (Order No. 35) that authorized the Local Licensing Authority (LLA) to expand an alcohol licensee's licensed premises for outdoor seating in an expedited process. Pursuant to Order No. 35, the LLA may approve an application to change the description of the licensee's licensed premise to allow for outdoor seating if the LLA deems it "reasonable and proper." Order No. 35 allows the LLA to issue an amended license without complying with the provisions of G.L. c. 138, § 15A that require a public hearing after notice is provided to abutters. In addition, ABCC approval is not required for these applications. However, the LLA must provide notice by mail to the ABCC on all application approvals.

Pursuant to Order No. 35 outdoor seating was authorized through November 1, 2020. However, on September 10, 2020, Governor Baker issued COVID-19 Executive Order No. 50 (Order No. 50) that further extended the time for outdoor table service until 60 days after the Governor's state of emergency declaration ends, or such earlier date the town establishes in granting the approval, whichever is sooner. The State of Emergency ended on June 15, 2021. Thereafter, on June 16, 2021, the Governor signed into law Chapter 20 of the Acts of 2021 that further extended the temporary outdoor seating provisions, including liquor service until April 1, 2022. Specifically, Sections 19 (b) and (c) of Chapter 20 of the Acts of 2021 provides:

(b) Notwithstanding chapter 40A of the General Laws, any special permit, variance or other approval issued thereunder or any general or special law to the contrary, from the effective date of this act until April 1, 2022, a city or town may approve a request for expansion of outdoor table service, including in the description of licensed premises as described in subsection (c), or an extension of an earlier granted approval issued under section 4 of the governor's COVID-19 Order No. 35 or section 1 of the governor's COVID-19 Order No. 50. Before such approval, the mayor, select board or other chief executive officer, as established by charter or special act, shall establish the process for approving such requests. Such process shall not be required to comply with the notice and publication provisions of section 11 of said chapter 40A. An approval under this section may be exercised immediately upon filing of notice thereof with the city or town clerk, without complying with any otherwise applicable recording or certification requirements.

¹ General Laws Chapter 138, "Alcoholic Liquors" regulates liquor in the Commonwealth. See Cellarmaster Wines of Mass., Inc. v. Alcoholic Bevs. Control Commn., 27 Mass. App. Ct. 25, 27 (1989) (The "[r]egulation of the liquor industry in Massachusetts is comprehensive and pervasive."). Pursuant to G.L. c. 138, the Local Liquor Licensing Authority (LLA) issues retail licenses for both on-premises consumption and off-premises consumption of alcoholic beverages. G.L. c. 138, §§ 12 and 15. Once the LLA grants a license, the Alcohol Beverage Control Commission (ABCC) approves the license, and then the LLA issues the license after the payment of the required fees. G.L. c. 138, § 15. The LLA is authorized to adopt reasonable rules and regulations governing the issuance of these licenses. G.L. c. 138, § 23.

(c) Pursuant to subsection (b), a local licensing authority may grant approval for a change in the description of the licensed premises for the purpose of permitting outdoor alcohol service as the local licensing authority deems reasonable and proper, and issue an amended license to existing license holders, without further review or approval from the commission prior to issuance. Upon approval of an amended license, the local licensing authority shall provide notice of the amended license to the commission. Nothing in this section shall prevent the commission from exercising the commission's enforcement authority over an amended license.

Subsequently, on April 1, 2022, the Governor signed into law Chapter 42 of the Acts of 2022 that again extended the temporary outdoor seating provisions, including liquor service, until April 1, 2023. See Section 27 of Chapter 42 of the Acts of 2022.

Because Article 13 applies only to the zoning status of a restaurant and does not operate to change any requirements of a restaurant's liquor license, we conclude that the by-law amendments are not inconsistent with G.L. c. 138, COVID-19 Orders No. 35 and No. 50, Chapter 20 of the Acts of 2021 or Chapter 42 of the Acts of 2022. For this reason, we approve Article 13. The Town should consult with Town Counsel with any questions on this issue.^{2, 3}

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

² In approving Article 13, we incorporate by reference our comments regarding outdoor seating that includes liquor service issued to the Towns of Swampscott on January 25, 2021 in Case # 9877 and Stow on February 1, 2021 in Case # 9886.

³ LLAs must continue to follow the ABCC's guidelines for the approval of outdoor seating, including a recent advisory explaining the recent extension of outdoor liquor service, which can be found at: [download \(mass.gov\)](https://www.mass.gov/info-details/download-mass-gov)

Very truly yours,
MAURA HEALEY
ATTORNEY GENERAL

Kelli E. Gunagan

By: Kelli E. Gunagan
Assistant Attorney General
Municipal Law Unit
10 Mechanic Street, Suite 301
Worcester, MA 01608
(508) 792-7600

cc: Town Counsel Lauren F. Goldberg