

**Supplemental
Packet**

March 11, 2024

7:15PM



MICHAEL F. MCCALL
TOWN MANAGER
TEL. (508) 358-3620
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

SELECT BOARD

ANNE BRENSLEY
THOMAS J. FAY
ADAM G. GUTBEZAHL
CAROL B. MARTIN
WILLIAM D. WHITNEY

REVISED AGENDA POSTED ON 3/08/24 AT 12:10PM
PREVIOUS AGENDA POSTED 3/07/24 AT 3:56PM

SELECT BOARD

Monday, March 11, 2024

7:15pm
HYBRID

Wayland Town Building, Council on Aging
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 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 2 of the Acts of 2023, this meeting will be conducted in person and via remote means, in accordance with applicable law. 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 in person attendance, or by accessing the meeting remotely, as noted above. We request public comment be limited to two minutes per person.

- | | |
|---------|--|
| 7:15 pm | 1. Call to Order, Review Agenda for Public |
| 7:20 pm | 2. Announcements and Public Comment |
| 7:25 pm | 3. 2024 Annual Town Meeting (ATM): discussion of ATM topics, including but not limited to:
a) Review, insert and determine a position on articles, including but not limited to:
1. D: Other Post-Employment Benefits (OPEB) Funding
2. E: Enterprise Fund Budgets
3. L: Capital Stabilization Fund Appropriation
4. N: Hear Reports
5. Q: Special Education Reserve Fund
6. S: Revise Town Code Chapter 43: Personnel – Invite attendance by MaryAnne Peabody, Chair of Personnel Board
7. V: Classification and Compensation Study for All Town Wage Scales
8. W: Loker Elementary School Solar Agreement
9. X: Solar Agreements for Town Properties
10. BB: Revise Town Code 91-1
11. CC: Revise Town Code 91-2 |

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- b) Discuss and potential vote to refer revised petitioned zoning article (Article NN: Solar Compact Development for Wayland) to the Planning Board for review, pursuant to M.G.L Chapter 40A § 5

- 8:05 pm 4. Grant Agreement: Discussion and possible vote to honor a grant agreement of American Rescue Plan Act (ARPA) funds to the School Department to fund Full-Day Kindergarten, and to authorize Town Manager, Michael McCall, to sign all necessary and related documents.
- 8:25 pm 5. Surface Water Quality Committee
 - a) Discussion and possible vote to accept the use of the Dudley Pond Association (DPA) gift account funds
 - b) Discussion and possible vote to approve additional budget request for Fiscal Year 2024
 - c) Invite attendance by Thomas Klem, Surface Water Quality Committee Chair
- 8:55 pm 6. Consent Calendar
 - a) Review and vote to approve listed items
 - b) Discuss, consider, and potentially act on items removed from Consent, if any
- 9:05 pm 7. Minutes
 - a) Review and approve the minutes of February 26, and March 4, 2024 if available.
- 9:10 pm 8. Town Manager's Report
 - a) Status of Boat Launch at Dudley Pond
 - b) Community Center Project Update
 - c) Recap since last meeting
- 9:20 pm 9. Review Correspondence
- 9:25 pm 10. Select Board Members' reports and concerns
- 9:35 pm 11. Topics not reasonably anticipated by the Chair 48 hours in advance, if any
- 9:40 pm 12. Executive Session
 - a) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of February 12 and February 26 with the intent to hold said minutes.
- 9:50 pm 13. Adjourn

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CONSENT CALENDAR

1. Vote the question of accepting a Municipal Energy Technical Assistance Grant from the Department of Energy Resources (DOER) for the purposes to pay a consultant to design a solar PV battery energy storage system, in the amount of \$13,050.00.
2. Vote the question of approving a sandwich board request by Creative Arts Parents Association (CAPA) for advertising the Wayland Middle School's 'College A Cappella Concert on Saturday, April 6th to support arts and programming at Wayland High School during the dates of March 23rd thru April 6th at Fire Station Two, Town Center (corner of Routes 20 & 27), Old Connecticut Path and Cochituate Road (Five Paths), and Route 20/Old Connecticut Path by Coach Grill.
3. Vote the question of approving Town Manager, Michael McCall, as signatory for approving the contract for Wayland Town Copiers, Printers & Related Devices Contract, from Xerox Corporation, in the amount of \$106,182.72.

TOWN OF WAYLAND
TOWN MEETING CITIZEN PETITION ARTICLE FORM

Petitioner's Name: Windsor Mallett
Tel. # 508-667-4225
E-mail: windsormallett@gmail.com
Address: 17 Waltham Rd. Wayland, MA

Petition for Action by the Voters of the Town of Wayland

Warrant Article Submission for the 2024 Annual Town Meeting-

ARTICLE-

Town of Wayland Zoning Amendment for Solar Compact Conservation Cluster

Article: To see if the Town will vote to amend the Town Code, Chapter 198, Zoning, to amend Article 18-Conservation Cluster Development District to allow Solar Compact Conservation Clusters, embodying Wayland's Green Community Commitment by encouraging conservation clusters which prioritize green land use, housing design and agriculture, by amending Section 198-1803 to add a new section 1803.1.8, and by amending Section 198-1805 to add a new section 1805.3, and by amending Section 198-1807 to add a new section 1807.2 as follows:

1803.1.8 For a Conservation Cluster Development which includes rooftop solar, high performance energy standards, efficiently sized units, clustered community-centric design, agriculture, and land and water conservation, hereafter a "Solar Compact Conservation Cluster", a total of two dwelling units per acre on the tract of land shall be allowed, with frontage, lot size, setback and driveway Conservation Cluster Development requirements waived. A site plan that shows all of the information required for a definitive subdivision plan as in the Planning Board Subdivision Regulations is not required. Approval shall be by the Planning Board by Site Plan Approval, as long as all Solar Compact requirements listed below are met.

1803.1.8.1. The area of tract of land is not less than 8 acres.

1803.1.8.2. Minimum setback shall be 50 feet to any lot line. Existing natural tree cover shall be maintained in this setback, except as needed for driveway access.

1803.1.8.3. All paving may be semi-permeable, including gravel. Site driveways shall not be considered as roadways, and existing driveways may be reused, all with the intent to minimize paved surfaces and reduce light pollution and land disturbance

1803.1.8.4. Minimum dwelling unit size is 450 square feet and maximum dwelling unit size is 2,000 square feet. Units shall be semi-detached, connected to each other on at least one level but not all levels (i.e. specifically precluding single multifamily buildings with multiple units on multiple floors), and more than four units may be connected in this manner, to minimize overall land use.

1803.1.8.5. The development shall achieve a HERS net zero rating (Home Energy Rating System equal to 0) as determined by a certified HERS rater.

1803.1.8.6. Rooftop solar panels shall be installed at a minimum of 450 square feet per dwelling or accessory dwelling unit. The maximum height of any sloped roofline to accommodate such panels may exceed the typical 35' residential height limit, only if the maximum height does not exceed 20' above the ground elevation of the nearest lot line, to ensure visual impacts to neighboring parcels, if any, are minimized.

1803.1.8.7. Any unit may have an accessory dwelling unit ("Solar Compact ADU") no larger than 900 square feet. Primary Units may be any size. Any such Solar Compact ADU shall be included in the unit density count of two units per acre.

1803.1.8.8. At least 70% of the land area of the tract of land shall be set aside as Open Land to be owned by a trust or association to be owned by the unit owners within the tract.

1803.1.8.9. A minimum of five acres of the Open Land shall be utilized for agriculture. Greenhouses and ancillary farm structures are allowed.

1803.1.8.10. Roof storm water shall be collected and stored for irrigation and grey water uses, including the use of cistern structures within, and adjacent to buildings.

1805.3 For a Solar Compact Conservation Cluster, approval and decision shall be by Site Plan Approval in accordance with Chapter 198 Article 6.

1807.2. Site plan approval granted under this article for Solar Compact Conservation Cluster shall lapse within 60 months if substantial construction has not begun by such date, except for a good cause shown and approved by the Planning Board.

[NB: No changes appear to be required for Definitions or to Table of Permitted Principal Uses by District with this zoning change]

WAYLAND TOWN CLERK
2024 MAR -8 AM 10:57

SIGNERS STATEMENT - We are qualified voters of the Commonwealth of Massachusetts and of the Town of Wayland.

INSTRUCTIONS TO SIGNERS:

Your signature should be written as substantially as registered. If you are prevented, by physical disability, from writing you may authorize some person to write your name and residence in your presence.

	Check (For Town Clerk's Use Only)	Signatures to be made in person with name substantially as registered (except in case of physical disability as stated above)	Current Address (Street and Number)	Printed Name
1	✓	<i>Windsor B. Mallett</i>	17 Waltham Rd.	Windsor B. Mallett
2	✓	<i>Arlene R Wyman Petri</i>	86 Glezen Lane	Arlene R Wyman Petri
3	✓	<i>William H. Petri</i>	86 GLEZEN LANE	William H. Petri
4	✓	<i>Phyllis J. Milburn</i>	281 Concord Rd	Phyllis J. MILBURN
5	✓	<i>Roger C. Wiegand</i>	281 Concord Rd	ROGER C WIEGAND
6	✓	<i>William A. Spelling</i>	14 MORSE RD	WILLIAM A. SPELLING
7	✓	<i>Gretchen M. Sterling</i>	14 morse Rd	Gretchen Sterling
8	✓	<i>Mary Ann Ardes</i>	11 Old Farm Cir.	Mary Ann Ardes
9	✓	<i>Timothy L. Marsters</i>	96 GLEZEN LANE	TIMOTHY L. MARSTERS
10	✓	<i>Julia Marsters</i>	96 Glezen Lane	Julia Marsters
11	✓	<i>Jana Mendez de Scares</i>	56 ORCHARD LANE	JANA MENDEZ DE SCARES
12	✓	<i>Satrajit Ghosh</i>	13 RICE SPRING LN	SATRAJIT GHOSH
13	✓	<i>Katrien Van der Straeten</i>	13 RICE SPRING LN	KATRIEN VANDER STRAETEN
14	✓	<i>James Cronbach</i>	7 Wintrop Rd	James Cronbach
15				
16				
17				
18				
19				
20				

Instructions to Registrars:

You must time-stamp or write in date and time these papers are received.

Check the name of qualified voter to be certified.
For names not certified, use the codes opposite.

- N no such registered voter at that address, or address is illegible
- S unable to identify signature as that of voter because of form of signature, or signature is illegible
- W wrong community.
- T already signed this petition.

Fourteen (14)

TOWN OF WAYLAND

CERTIFICATION OF SIGNATURES	(at least three registered voters or stamped below)
	<p>BOARD OF REGISTRARS</p> <p><i>Cathy A. Reed</i></p> <p><i>Virginia Gardner</i></p> <p><i>Tracy R. Reed</i></p>

GRANT AGREEMENT
Between
TOWN OF WAYLAND
And
WAYLAND PUBLIC SCHOOLS

This GRANT AGREEMENT is made on this 11 day of March , 2024 by and between the Town of Wayland, having an address of 41 Cochituate Road, Wayland, MA 01778 (the “Town”) and the Wayland Public Schools, having an address of 41 Cochituate Road, Wayland, MA 01778 (the “Grantee”).

WITNESSETH:

WHEREAS, the COVID-19 pandemic has negatively impacted families and economic activity throughout Town, resulting in strains on the public health system and negative economic impacts, including, but not limited to, joblessness and the temporary and permanent closure of businesses; and

WHEREAS, the Town desires to provide for tuition-free full-day kindergarten (“FDK”) to lessen the economic cost of raising children in Town; and

WHEREAS, the Town desires to provide a grant using American Rescue Plan Act (“ARPA”) funds provided to the Town by Congress; and

WHEREAS, the Town has allocated up to **\$535,769** of ARPA funds to this Grantee (the “Grant Funds” or “Funds”) to administer a tuition-free FDK program (the “Program”); and

WHEREAS, the Grantee is an eligible government instrumentality in the Town that agrees to use the Funds only for the specified purposes set forth below; and

WHEREAS, the Town intends to provide these Funds to the Grantee for the purpose of providing tuition-free FDK, thereby supporting the public interest, and subject to the conditions and reporting requirements set forth herein.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. **Funding.** The Town shall disburse the Grant Funds to the Grantee on the condition that the Grantee shall use the Funds only for costs in accordance with **Exhibit A**, and otherwise in accordance with the terms of this Grant Agreement. The Grantee may not use the Funds for any purposes other than those set forth in Exhibit A and herein without the prior written approval of the Town. The Grantee’s failure to use the Grant Funds consistent with Exhibit A shall be deemed a material breach of this Agreement and entitle the Town to recoupment of any and all amounts spent contrary to the terms set forth in Exhibit A.

2. Conditions.

- a) Grantee shall only use the Funds for the public purpose of providing tuition-free FDK to achieve the goals described in Exhibit A and shall not use such funds to instead unjustly and or directly benefit Grantee or its officers and employees.
- b) Grantee shall comply with the reporting requirements set forth herein and shall retain records relevant to the use of Grant Funds for a period of no less than seven (7) years, such records to be made available to the Town upon request.
- c) **All work must be completed and all Grant Funds expended no later than December 31, 2026.** The Grantee must continue submitting quarterly reports through the end of the quarter in which all Funds have been expended and/or returned to the Town, as the case may be.

3. Contact. The Grantee identifies the following as contact persons for purposes of questions and concerns related to the administration of this grant:

[Michael McCall , Wayland Town Manager]

Notices required by this Agreement shall be provided consistent with Section 14, below.

4. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that Grantee comply with and adhere to the terms and conditions set forth herein, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed officials or employees of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.
5. Indemnification. The Grantee shall indemnify, defend, and hold the Town and Town departments, officers, employees, servants, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the Grantee's performance, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
6. Insurance. The Grantee shall maintain:
 - General Liability Insurance in the following minimum amounts: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
 - Professional Liability Insurance, covering errors and omissions, in the amount of at least \$1,000,000.
 - Automobile Liability Insurance in the amount of \$1,000,000, owned, non-owned, and hired automobile coverages to be included.
 - Workers Compensation in accordance with the Grantee's services in which the work is being performed.
 - Employers Liability Insurance: \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee.
 - Umbrella Insurance: \$1,000,000 limit per occurrence and aggregate.
7. Reports. The Grantee agrees to provide the Town with quarterly, or more frequently upon reasonable request by the Town, expenditure and services reports. One such report shall be

the annual report, listing services provided and Grant Funds used during that period, and shall be submitted within thirty (30) days of the end of the calendar year.

8. Record Keeping. The Grantee agrees to keep, for a period of seven (7) years after the Grant Funds are exhausted, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town. The Grantee further agrees to make these records available to the Town upon request.
9. Photographs/Videos. The Grantee agrees the Town may edit, alter, copy, exhibit, reproduce, publish, or distribute any photographs, images, and/or videos produced during the term of this Agreement for purposes of publicizing the Town's ARPA expenditures or for any other lawful purpose. The Grantee hereby waives the right to inspect or approve the finished product, including written or electronic copy, wherein its employees, facilities, services, equipment, logo, or likeness appears. Additionally, the Grantee waives any right to royalties or other compensation arising or related to the use of such photographs, images, and/or video.
10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract, or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.
11. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within fifteen (15) days after the Town has given written notice to the Grantee specifying such failure, or such longer period as may be specified by the Town, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. The Town may also terminate this Agreement for convenience at any time upon written notice to be received by the Grantee not less than thirty (30) days in advance of termination. Upon receipt of said termination notice, the Grantee shall cease to incur any additional expenses in connection with this Grant Agreement and shall return any funds due and owing under a non-refundable commitment. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recouping of Funds as set forth in Section 12 below.
12. Return of Funds. In the event this Grant Agreement is terminated pursuant to Section 11, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors, or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Grant Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
13. Compliance with Laws. The Grantee shall comply with all federal, state, and local laws, rules, regulations, and orders applicable to Grantee, including, without limitation, ARPA and

the regulations and guidance issued thereunder, such provisions being incorporated herein by reference.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service. At the Town's discretion, notices and other communications may be sent electronically.
15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law. This Grant Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
17. Expiration and Renewal. This agreement will expire at midnight on January 1, 2027, unless terminated sooner pursuant to the terms herein. The reporting and record-keeping requirements contained herein shall continue as set forth above following the expiration or termination of this Agreement. The indemnification provisions contained herein shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement, under seal, on the day and year first written above.

TOWN OF WAYLAND

WAYLAND PUBLIC SCHOOLS

Name: [INSERT NAME]

Title: [INSERT TITLE]

Name: [INSERT NAME]

Title: [INSERT TITLE]