
PACKET

**December 17
2018**



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
DOUGLAS A. LEVINE

REVISED

BOARD OF SELECTMEN

Monday, December 17, 2018

7:00 p.m.

Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Proposed Agenda

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. The meeting likely will be broadcast and videotaped for later broadcast by WayCAM.

- 7:00 pm 1. Call to order by Chair
- Review of agenda for the public
- 7:05 pm 2. Announcements and public comment
- 7:10 pm 3. Vote to approve Historic Preservation Restriction Agreement with Trinitarian Congregation Church and the Town of Wayland through the Wayland Historic Commission
- 7:15 pm 4. Swearing in of new police officers: Officer Kristin Oberlander and Officer Tyler Reeves
- 7:25 pm 5. Licensing: Vote to approve renewal of common victualler licenses, used car dealer licenses, and sale of second-hand articles licenses
- 7:30 pm 6. FY18 Audit: Hear Presentation by Melanson Heath
- 7:55 pm 7. OPEB Update – Vote to submit Annual Town Meeting Article
- 8:00 pm 8. FY 20 Budget Update
- Operating Budget: Summary of recommendations and next steps
 - Capital Budget Update
- 8:10 pm 9. Cable Advisory Committee: Update on committee applicants
- 8:15 pm 10. Receive Updated Draft of Town Manager Special Act

BOARD OF SELECTMEN
Monday, December 17, 2018
7:00 p.m.
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Proposed Agenda – Page Two

- 8:20 pm 11. Town Administrator's Report
1. Correspondence
 2. Wastewater Update
 3. Capital Projects Update
 4. Annual Town Meeting Instructions and Schedule
 5. River's Edge Update
 6. Annual Town Meeting Warrant Articles Draft List
- 8:30 pm 12. Discussion with Finance Committee Chair and Vice-Chair on Warrant Article submission process
- 8:40 pm 13. Minutes: Review and vote to approve regular session minutes of December 3, 2018
- 8:45 pm 14. Consent Calendar: Review and vote to approve (see separate sheet)
- 8:50 pm 15. Correspondence Review
- 8:55 pm 16. Selectmen's reports and concerns
- 9:00 pm 17. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 9:05 pm 18. Executive Session: Enter into Executive Session
- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with all bargaining units pursuant to the Public Employee Committee (PEC) agreement
 - II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2) to conduct a strategy session in preparation for negotiations with non-union personnel
- 9:15 pm 19. Adjourn

DATE: DECEMBER 17, 2018
TO: BOARD OF SELECTMEN
FROM: ELIZABETH DOUCETTE, ASSISTANT TOWN ADMINISTRATOR
RE: REQUEST VOTE TO APPROVE HISTORIC PRESERVATION RESTRICTION AGREEMENT

ACTION REQUESTED

Vote to approve Historic Preservation Restriction Agreement between Trinitarian Congregational Church and Town of Wayland by and through the Wayland Historical Commission

BACKGROUND

The Trinitarian Congregational Church was awarded funds under the Community Preservation Act in the amount of \$80,000 to improve the building located at 55 Cochituate Road, Wayland, Massachusetts. This building, historically known as the First Wayland High School and now called Bradford Hall, is a tall, hipped-roof, two-story, wood-framed building with original construction dated to 1855 and is considered to represent an architectural resource of considerable importance to the Town. Being an important example of Italianate architecture the building has been determined eligible for listing in the National Register of Historic Places.

DEED RECORDING

The property improvements are completed and documented in Exhibits B-1 and B-2 of the attached Historic Preservation Restriction Agreement. The Wayland Historical Commission shall now record the notarized Historic Preservation Restriction Agreement with Middlesex South District Registry of Deeds to take effect upon the day and year it is recorded.

The Town Clerk will be present at the December 17, 2018 Board of Selectmen meeting to notarize Board of Selectmen signatures.

HISTORIC PRESERVATION RESTRICTION AGREEMENT
between
TRINITARIAN CONGREGATIONAL CHURCH
and
TOWN OF WAYLAND by and through the WAYLAND HISTORICAL COMMISSION

This Preservation Restriction Agreement (this "RESTRICTION") is made on this day ____ of _____ 2018 by and between the Trinitarian Congregational Church (GRANTOR), acting by and through its Board, having an address of 53 Cochituate Road, Wayland, Massachusetts 01778, and the Town of Wayland, a municipal corporation, acting by and through the Wayland Historical Commission (GRANTEE), having its principal office at 41 Cochituate Road, Wayland, MA 01778.

WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain property located at 55 Cochituate Road, Wayland, Middlesex County, Massachusetts 01778, containing approximately 11,250 square feet, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 13604, Page 069 (hereinafter referred to as the "PROPERTY"), and described more particularly in Exhibit A-1 attached hereto and incorporated;

WHEREAS, the Property is improved by a building historically known as the First Wayland High School, and now called Bradford Hall, which is a tall, hipped-roof, two-story, wood-frame building with original construction dated to 1855 (the "BUILDING"). The Building is described on Form B of Massachusetts Historical Commission Survey, which is attached as Exhibit B-1 and as shown in the photographs attached as Exhibit B-2 hereto;

WHEREAS, the Grantor owns land abutting the property, which land, together with the Property, contains 1.66 acres and is identified in Town of Wayland Assessors Records as Parcel 23-109, as shown in Exhibit A-2, attached hereto and incorporated herein, and is improved by two (2) other buildings (collectively, the "PREMISES"). This Restriction, however, applies to and protects only the Building on the Property.

WHEREAS, the Building has been determined to represent an architectural resource of considerable importance to the Town, being an important example of Italianate architecture and one of the oldest remaining school buildings, and featuring notable exterior details;

WHEREAS, the Building has been determined eligible for listing in the National Register of Historic Places as part of an expanded Wayland Center Historic District;

WHEREAS, the Grantor and Grantee wish to recognize the architectural, historical and cultural values (hereinafter "preservation values") and significance of the Building and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the Grantor has been awarded funds under the Community Preservation Act in the amount of \$80,000 to rehabilitate the Building, as set forth more particularly in a Grant Agreement entered into with Grantee; and, as consideration therefor and to serve the public interest, wishes to impose certain restrictions, obligations and duties on itself and its successors and assigns with respect to the maintenance, protection, and preservation of the Building in order to protect its preservation values for the term as defined herein;

WHEREAS, the Building's preservation values are documented in Exhibits B-1 and B-2 below (hereinafter the "Baseline Documentation") incorporated herein by reference. The Baseline Documentation shall be used for purposes of reference in design and construction and for assistance in review. In the event of any discrepancy between the two counterparts produced, the counterpart retained by the Grantee shall control. The Baseline Documentation, which is attached hereto and made a part hereof, as Exhibit A and B, consists of the following:

- Legal Property Description from Deed recorded with the Middlesex South District Registry of Deeds dated December 1, 1978 (Book 13604, Page 069) attached hereto as Exhibit A-1;
- Town of Wayland GIS Map showing Parcel 23-109 with the Building on said parcel circled, attached hereto as Exhibit A-2;
- Architectural Description and history, Massachusetts Historical Commission Survey Form B, attached hereto as Exhibit B-1;
- Current photographs of the Building, attached hereto as Exhibit B-2;

WHEREAS, the Grantee is a governmental body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept preservation restrictions, and to administer, manage and enforce this Restriction;

Now therefore, for consideration of \$80,000, which funds are to be used for the restoration and replacement of windows, installation, and carpentry/repair work and exterior painting relating to the window replacement of the Building, as specified more particularly in the Grant Agreement, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee, its successors and assigns this Preservation Restriction Agreement in gross over the exterior of the Building, which shall be administered, managed and enforced by the Wayland Historical Commission.

1. PURPOSE

It is the purpose of this Restriction to assure that the architectural, historical and cultural features of the exterior of the Building will be retained and maintained substantially in current condition or in a restored condition approved by the Grantee for preservation purposes and to prevent any change of the

Building that will significantly impair or interfere with the Building's preservation values (hereinafter the "Purpose").

2. PRESERVATION RESTRICTION

The Grantor agrees to preserve the Building in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards" attached below and incorporated herein as Exhibit D, and in accordance with the "Restriction Guidelines and Procedures for Maintenance and Improvements" (hereinafter the "Guidelines"), said Guidelines being attached hereto and incorporated herein as Exhibit C. This Restriction shall not apply to the two single-story ells on the rear/west elevation of the Building, which are not considered to be historically significant.

The Grantor agrees that, without the prior express written approval of the Grantee, which approval shall not be unreasonably withheld, but which may be subject to such reasonable conditions as the Grantee in its reasonable discretion may determine, Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change that may affect the appearance, material, workmanship or structural stability of the exterior of the Building as they exist as of the date of the Restriction, documented in the photographs attached hereto as part of Exhibit B, and described in Exhibit C, except as approved by the Wayland Historical Commission.

3. GRANTOR'S COVENANTS

3.1 Grant of Covenant: The Grantors covenants with the Grantee to preserve the Building in accordance with the Secretary's Standards and in accordance with the Guidelines.

3.2 Maintenance of Building: Grantor agrees at all times to maintain the Building in sound structural condition and good state of repair, including the exterior of the Building, in accordance with the Secretary's Standards and the Guidelines.

The Grantor agrees to maintain, repair and operate the Building, at its sole cost and expense, so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Building according to the Secretary's Standards and the Guidelines. The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Building.

Subject to the casualty provisions of Paragraphs 6 and 7 hereof, the Grantor's obligation to maintain the Building shall require replacement, rebuilding, repair and reconstruction of the Building, whenever necessary in accordance with the Secretary's Standards and the Guidelines.

4. REQUIREMENTS FOR APPROVAL

4.1 Prohibited Activities: Grantor covenants that it shall not, or permit others to, undertake any of the following activities, which are expressly prohibited:

- a. The Building shall not be moved, demolished, removed or razed except as described in Paragraphs 6 and 7;
- b. No barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of Grantee; and
- c. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property.

4.2 Actions Requiring Approval by Grantee: Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but may be subject to such reasonable conditions as the Grantee in its discretion may determine the Grantor shall not:

Increase or decrease the height of, make additions to, change the exterior construction materials, or move, improve, alter, reconstruct or change the facades (including without limitation all foundations, walls, exterior doors, door frames, windows, window sashes, window frames, transoms, sidelights, hardware, wall sheathing, masonry, porches, panels, cornices, moldings, and all other elements, whether decorative or structural, which support any of the foregoing) and roofs of the Building.

4.3 Actions Permitted Without Approval by Grantee. Grantee acknowledges and warrants that the rights guaranteed to the Grantee herein are limited to only those specifically stated herein and that the grant of money from the Grantee under the Grant Agreement imposes no obligation of any kind on Grantor, other than those explicitly set forth herein or in the Grant Agreement. Subject to the provisions of Paragraphs 3.2, and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Building and/or Property are permitted by this Restriction without further approval by the Grantee:

- a. the right to engage in all those acts and uses that: (i) are not prohibited by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Building; and (iii) are not inconsistent with the Purpose of this Restriction;
- b. pursuant to the provisions of Paragraph 3.2, the right to maintain and repair the Building strictly according to the Secretary's Standards and the Guidelines. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building and shall not include the right to make changes in appearance, materials and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with provisions of Paragraphs 4.2

- c. ordinary maintenance and repair of existing fabric in accordance with the Secretary's Standards and the Guidelines. An example would be replacement of a section of rotted clapboards with similar materials would be considered ordinary repair and maintenance. Large-scale repair or replacement of cladding or roofing is not considered ordinary maintenance and requires prior review and approval.
- d. the right to continue all manner of existing use, or to pursue other uses allowed under current applicable zoning regulations, and enjoyment of the Building, including but not limited to the right to maintain existing driveways; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and with the Secretary's Standards and the Guidelines;
- e. the right to continue all manner of existing uses for other buildings on same parcel under same ownership that are not subject to this Restriction.

4.4 Review of Grantor

Requests for Approval. Whenever approval of the Grantee is required under this Restriction, Grantor shall request specific approval by the Grantee not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the Grantor shall be sufficiently detailed that it may form the basis for the Grantee to approve or disapprove the request and to make an informed judgment as to its consistency with the Purpose of the Restriction. Grantor shall submit to the Grantee for its approval two (2) copies of information (including plans, specifications and designs where appropriate) describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity. Within forty-five (45) days of receipt of Grantor's request for said approval, the Grantee shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Grantee determine that additional time is necessary in order to make its decision; the Grantee shall notify the Grantor. The Grantee's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity complies with the Secretary's Standards and Guidelines. Failure of the Grantee to make a decision within forty-five (45) days from the date on which the request is accepted as complete by the Grantee or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request by Grantor sets forth the provisions of this paragraph relating to deemed approval after the passage of time.

5. STANDARDS FOR REVIEW

Grantee shall apply the Secretary's Standards as well as the Guidelines in exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

6. CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantee, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

7. REVIEW AFTER CASUALTY DAMAGE

If, after reviewing the report provided in accordance with Paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 8, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with the plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 8, Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with prior written consent of the Grantee, which consent may not be unreasonably withheld, but which may be subject to such reasonable conditions as the Grantee in its discretion may determine, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Building. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 19 hereof. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's lender's claims under Paragraph 8, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to mediation.

8. INSURANCE

Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building

ordinance coverage, in form and amount sufficient to replace fully the damaged Building located thereon without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee; within ten (10) business days of Grantee's written request therefor, certificates of such insurance coverage. Provided, however, that whenever the Building is encumbered with a mortgage nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

9. INDEMNIFICATION

Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee and its agents, representatives, employees, and independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Building; the presence or release in, on, or about the Building, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, bylaw or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building, unless such injury or damage is caused by the reckless conduct of Grantee or any agent, trustee, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Building with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage given in connection with a promissory note secured by the Building. The provisions of this paragraph shall survive the expiration or termination of this Restriction.

10. ADMINISTRATION AND ENFORCEMENT; NOTICE

Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile or electronic transmission (receipt of which is acknowledged in writing by the intended recipient), registered or certified mail with return receipt requested, or hand delivered, at the address specified for each party, above. Each party may change its address set forth herein by a notice to such effect to the other party.

11 EVIDENCE OF COMPLIANCE

Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12. INSPECTION

With the consent of the Grantor as to dates and times, representatives of Grantee shall be permitted at all reasonable times to inspect the Building, to determine whether the Grantor is in compliance with the terms of this Restriction. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspection.

13. THE GRANTEE'S REMEDIES

The rights of Grantee herein shall include the right to enforce this Restriction by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building located thereon to the condition and appearance required under this Restriction (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligations hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Restriction, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has commenced to cure said default within said thirty (30) day period and is pursuing said cure completion using commercially diligent efforts.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

14. NOTICE OF PROPOSED SALE/LEASE

Grantor shall promptly notify Grantee in writing of any proposed sale of the Building and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to the closing of the sale.

15. LIENS

Any lien on the Building/Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee, as permitted by law, in the same manner as a mechanic's lien.

16. TERM; BINDING EFFECT; ASSIGNMENT

Run with the Building. Except as provided in Paragraphs 7 and 19, the obligations imposed by this Restriction shall be effective for a term of thirty (30) years, commencing on the date that this

Restriction, signed by the parties, is recorded with the Registry of Deeds, and shall be deemed to run as a binding servitude with the Building/Property. Upon expiration of said term of thirty (30) years, this Restriction shall automatically terminate without the necessity of any recording of documentation evidencing said termination. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective heirs, successors and assignees, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Building by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument, including, but not limited to a lease, by which Grantor divests itself of either the fee simple title to or any lesser estate in the Building or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Building.

17. ASSIGNMENT

The Grantee may without prior notice to Grantor, convey, assign or transfer this Restriction to a local, state or national organization that is a charitable corporation or trust qualified, whose purposes include preservation of buildings and/or sites of historical significance, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out.

18. RECORDING AND EFFECTIVE DATE

The Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument with Middlesex South District Registry of Deeds. Grantor and Grantee intend that this Restriction shall take effect upon the day and year this instrument is recorded with said Deeds.

19. EXTINGUISHMENT

Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Building may make impossible the continued ownership or use of the Building for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all of the requirements for extinguishment, including approvals by the Town of Wayland following public hearings to determine that such extinguishment is in the public interest and a vote of the Wayland Town Meeting, if applicable. All other provisions of this Restriction shall remain in full force and effect unless and until this Restriction is terminated or extinguished in compliance with said requirements.

20. INTERPRETATION

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Building shall not apply in the construction or interpretation of this Restriction and with respect to preservation of the Building thereunder, this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- c. This instrument is made by the parties, it being the intent of the parties to agree and to bind themselves, their heirs, successors and their assigns for the full term hereof to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any by-law or regulation relating to building materials, construction methods or use. In the event of any conflict between any such by-law or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall co-operate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such by-law or regulation.

21. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the rights of Grantee under any applicable laws, including the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Building and the Purpose of this Restriction; shall not affect its effectiveness for the full term hereof; shall not permit additional development on the Building; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and cultural values protected by this Restriction. Any such amendment shall be recorded with Middlesex South District Registry of Deeds. Nothing in this Paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

22. ARCHAEOLOGICAL ACTIVITIES

The conduct of archaeological activities on the Project, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation

plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9. Section 27C, 950 CMR 70.00).

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR:

Martin Bodley, Moderator
Trinitarian Congregational Church

_____, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared _____, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF PRESERVATION RESTRICTION

The Wayland Historical Commission (“Grantee”) hereby accepts the foregoing Preservation Restriction, pursuant to a vote of acceptance taken on _____, _____, 2018 (a certified copy of which is attached hereto).

Wayland Historical Commission

Katherine Gardner-Westcott, Chair

Amanda Ciaccio

Tonya Largy

Richard Conard

Elisa Scola

John Dyer

Ann B. Gordon

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Elisa Scola, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Amanda Ciaccio, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Richard Conard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared John Dyer, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Katherine Gardner-Westcott, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Ann B. Gordon, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Tonya Largy, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Wayland Historical Commission.

Notary Public
My Commission Expires:

APPROVAL OF PRESERVATION RESTRICTIONS

**First Wayland High School
55 Cochituate Road
Wayland, Massachusetts**

The TOWN OF WAYLAND, by and through its BOARD OF SELECTMEN,

Approved the foregoing preservation restrictions in a vote taken at a public meeting held on _____ 2018, a certified copy of which is attached hereto.

In approving these restrictions, the Town of Wayland assumes no responsibility, nor accepts any liability for enforcement.

Lea Anderson, Chair

Mary Antes

Louis Jurist

Cherry Karlson

Douglas Levine

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Lea Anderson, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Mary Antes, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared Louis Jurist, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Cherry Karlson, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Douglas Levine, Selectman of the Town of Wayland, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires

Certificate of Vote – Selectmen

At a regularly scheduled meeting of the Board of Selectmen of the Town of Wayland, held at _____ PM on ____, 2018 at the Wayland Town Building, Wayland, Massachusetts, at which meeting a quorum voted in person (_____) it was:

VOTED:

That the Wayland Board of Selectmen approved the preservation restriction agreement between the Wayland Historical Commission (Grantees) and the owner of the First High School (the Grantor), situated at 55 Cochituate Road, Wayland, MA.

Louise Miller, Town Administrator

Exhibit A-1
Legal Property Description
Deed Book 13604, Page 069 dated December 1, 1978
Middlesex South District Registry of Deeds

BK13604 PG069

R10
1
11-15

RECORDED IN DEEDS

PEQUOD LODGE, No. 229, Independent Order of Odd Fellows, a Massachusetts non-profit corporation of Wayland, Middlesex County, Massachusetts

For consideration paid in the amount of Forty-Four Thousand and No/100 (\$44,000.00) Dollars

grant to TRINITARIAN CONGREGATIONAL CHURCH, a Massachusetts religious corporation, having a usual meeting place at _____ Cochituate Road, Wayland, Middlesex County, Massachusetts

with QUITCLAIM COVENANTS

A certain parcel of land with the building thereon located adjacent to 53 Cochituate Road, in said Wayland described on "Plan of Land in Wayland, Mass. Scale: 1 IN. = 20 FT. NOV. 21, 1978 EVERETT M. BROOKS CO. CIVIL ENG'RS. NEWTONVILLE MASS." to be recorded herewith and more particularly bounded and described as follows:

Beginning at a drill hole on said Cochituate Road and at land of Trinitarian Congregation Church of Wayland; thence running in a Westerly direction one hundred fifty and no/100 (150.00') feet by said Trinitarian Church land to an iron pipe at land of Town of Wayland; thence turning and running Southerly by said Wayland land, seventy-five and no/100 (75.00') feet to a spike at other land of Town of Wayland; thence turning and running Easterly by said other land of Town of Wayland, one hundred fifty and no/100 (150.00') feet to a bolt at said Cochituate Road; thence turning and running Northorly by said Cochituate Road, seventy-five and no/100 (75.00') to a drill hole at the point of beginning. Containing 11.250 square feet according to said plan.

For our title see deed of Hannah W. Pousland to said lodge dated November 6, 1893, recorded in Middlesex South District Deeds, Book 2423, Page 383, and deed from Town of Wayland to said lodge dated May 21, 1896, recorded in said deeds, Book 2463, Page 357.

In witness whereof, said Pequod Lodge, No. 229, Independent Order of Odd Fellows, by its Noble Grand, its Vice Grand and Secretary, hereby signs the foregoing instrument and affixes its seal hereto, this first day of December, 1978.

SEE PLAN IN RECORD BOOK 13604 PAGE C-69

PEQUOD LODGE, No. 229
Independent Order of Odd Fellows

by: James M. Ellis
James M. Ellis, Noble Grand
46 Cutler Drive, Ashland, Mass.

Byron O. Johnson
Byron O. Johnson, Vice Grand
6 Meadow Lane, Framingham, Mass.

William E. Hodgson
William E. Hodgson, Secretary
34 Simpson Drive, Framingham, MA



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

December 1, 1978

Then personally appeared the above-named James M. Ellis, Noble Grand and acknowledged the foregoing instrument to be the free act and deed of PEQUOD LODGE, No. 229, Independent Order of Odd Fellows, before me



Nathaniel Ellis
Notary Public, Nathaniel Ellis
My commission expires: 10/29/82

Exhibit A-2



Wayland Center – 55 Cochituate Road

Exhibit B-1

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

23-109

Natick

WAY.89

Town: WAYLAND

Place: (neighborhood or village)
Wayland Center

Address: 55 Cochituate Road
(was 49 Cochituate Road)

Historic Name: First Wayland High School/Odd Fellows Hall

Uses: Present: educational/religious

Original: educational

Date of Construction 1855

Source: town histories

Style/Form: Italianate

Architect/Builder: unknown

Exterior Material:

Foundation: granite block

Wall/Trim: wood clapboards

Roof: slate shingles

Outbuildings/Secondary Structures: other buildings on same lot have been documented on B-Forms also, playground fenced in at rear of building.

Major Alterations (with dates): window infill; rear ell with rear entry – mid to late 20th C.

Condition: fair-good

Moved: no | | yes | Date 1896 (slightly north).

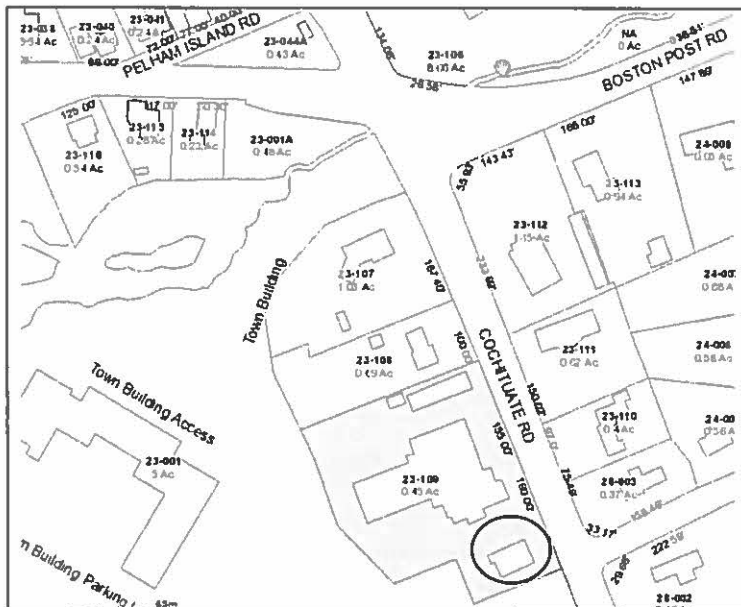
Acreage: 1.66 acres

Setting: Residential/institutional neighborhood at town center, among early 20th C. dwellings. Town Building and athletic fields behind parking.

Photograph



Topographic or Assessor's Map



Recorded by: Gretchen G. Schuler

Organization: for Wayland Historical Commission

Date (month / year): October 2012

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

INVENTORY FORM B CONTINUATION SHEET WAYLAND 55 COCHITUATE RD

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

	WAY.89
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Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION: *Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

Situated on the west side of Cochituate Road on a parcel that now contains three Trinitarian Church buildings, this large hipped-roof, two-story, former High School rests on a granite block foundation, has wood clapboard siding, and a slate-shingled roof. The Italianate building is nearly square although three bays wide and four deep. The middle bay of the three-bay façade is substantially wider than the end bays. The building is divided: horizontally by a water table above the foundation, a cornice molding wrapping around the four sides of the building dividing the two stories, and the bracketed eave cornice that wraps around the whole building; and vertically by tall pilasters between each bay. These pilasters are articulated by quoins at the first-story level and narrow vertical boards forming a wide square pilaster at the second story. Windows are set into ovolo casings with slightly projecting unadorned sills. First-story windows are rectangular with 6/6 sash; second-story windows have 9/9 sash with segmental arched openings. There is one exception on the south side where the first window has casement sash (8-by-8). On the façade the windows in the end bays are blind, having been filled with clapboards, retaining the molded casings. (Historic photographs show glazed windows in these spaces.) The middle bay of the façade has a pair of narrow segmental-arched windows each with 6/6 sash (vertically stacked 2/2/2 for each half of the sash) and each window is set into a segmental-arched casing. The first-story middle bay has a pair of tall narrow three-light (vertically stacked) windows each set deeply into a casing with the same ovolo molding found around other windows. Six-paneled doors flank this pair of windows. The flat-roofed, open entry porch spans the middle bay and consists of round-headed arched openings formed by bold square columns on square with recessed panels resting on square bases and having wide molded caps from which the arches spring. This porch is one arch deep and three wide. Flush board siding fills in tops of the columns and around the arches. Corner posts are similar to the other vertical dividers – quoined first story and flush board second story. The roof cornice is carried by many closely spaced carved brackets. A broad brick chimney with a corbelled top rises from the middle front of the hipped roof. Across the rear elevation/west there is a single-story rear ell, which is low for 2/3 of its length and about 1 1/2 stories at the northwest corner. A steeply pitched shed-roof covers this ell. Two small multi-light windows are in the low part and a multi-light segmental-arched window is in the taller part.

HISTORICAL NARRATIVE *Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

The history of Wayland's schools is linked to that of Sudbury for the first century. Up until the 1720s classes were held in residents' homes, after which Town Meeting voted to build a schoolhouse in each of the two precincts. Thus one of similar size was built in the East Precinct (east side of the Sudbury River) to that built in the West Precinct. By the mid-1700s five grammar schools were scattered throughout Sudbury – two in the East Precinct (now Wayland) and three in the West Precinct (now Sudbury). At the time of separate incorporation in 1780, East Sudbury's newly established Town Meeting voted to have six schoolhouses, which by then was only one more than James Sumner Draper (1811-1896) had reported to have existed in 1775, the year for which he drew a map showing buildings that were in situ at that time.

In 1854 Wayland's Town Meeting voted to build its first **High School** which was completed here in the following year. Within a few years the new High School was underused so that grammar school met here. By

INVENTORY FORM B CONTINUATION SHEET WAYLAND 55 COCHITUATE RD

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

	WAY.89
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the 1880s high school students were sent out of town rather than hire a teacher for the full year. This arrangement lasted only a few years; however at about the same time in the late 1880s this building had fallen into poor repair. In 1892 Wayland schools were inspected by the state inspector of public buildings and the High School was found to be inadequate requiring costly repairs in addition to repairs necessary at four one-room schoolhouses. The 1893 Town Meeting considered repair of this building or construction of a new building. The school issue came up several times over the next three years often creating animosity among residents of Cochituate and North Wayland. In the end money was appropriated to add to a donation made by Francis Shaw to build a new High and Grammar School which cost \$25,000 to construct. Part of the plan to pay for the new building was to sell this building. The Independent Order of Odd Fellows had formed a chapter in Wayland in early 1894 and had acquired land just south of the First High School in hopes of being able to move the building there. In the end it proved more prudent to move this building farther north on the same town-owned lot and to exchange the town-owned lot for the one that the Pequod Lodge had purchased to the south. Thus this property became the home of Wayland's chapter of the Independent Order known as **Pequod Lodge of Odd Fellows**. And the new school was built on the parcel to the south (now Center Park since the 1897 Wayland Center High and Grammar School was demolished in 1978).

The Independent Order of Odd Fellows, a fraternal organization, has at its core: Friendship, Love and Truth. The basic commandment for members of the IOOF is to "visit the sick, relieve, the distressed, bury the dead and educate the orphan." Odd Fellows originated in England and first met in the United States in Baltimore, Maryland in 1819. By the 1840s, the American version became the IOOF and chapters were formed all over the country. Wayland's IOOF first met in 1894 and had members from Wayland Center and from Cochituate. Once this building was moved slightly north on the same lot, it became the home of Pequod Lodge #229 of Odd Fellows and remained as such until 1978 when the building was sold to the **Trinitarian Church**. Since that time it has been used for administrative purposes and for youth group and other Trinitarian Church meetings.

Old photographs from the turn of the last century show that the building was painted in three colors – white or cream trim, a light colored body, and dark (green or black) window sash, shutters and doors.

BIBLIOGRAPHY and/or REFERENCES

Atlas/Maps: 1856 Walling (High School), 1866 (High School), 1875 (School), 1889, 1908 Walker (I.O.O.F.), Brooks (Pequod Lodge #229).
Emery, Helen. *The Puritan Village Evolves*. Canaan, NH: Phoenix Publishing. 1981.
Wayland Historical Society. Program Video – Wayland High School Then (1855) and Now (2011).
http://en.wikipedia.org/wiki/Independent_Order_of_Odd_Fellows

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

WAYLAND 55 Cochituate Road

Area(s) Form No.

	WAY.89
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National Register of Historic Places Criteria Statement Form

Check all that apply:

- Individually eligible Eligible **only** in a historic district
 Contributing to a potential historic district Potential historic district

Criteria: A B C D

Criteria Considerations: A B C D E F G

Statement of Significance by _____ Gretchen G. Schuler _____
The criteria that are checked in the above sections must be justified here.

The First Wayland High School is eligible for listing in the National Register of Historic Places individually or as part of a Wayland Center Historic District. The building is one of only a couple of 19th century schools remaining in Wayland and is the most prominent for location and architecture. It retains integrity of location, setting, design, materials, craftsmanship, feeling and association.

Exhibit B-2
Photographs of the Building,



Exhibit C

Restriction Guidelines and Procedures for Maintenance and Improvements

1. PREAMBLE

The purpose of these Guidelines is to assist the Building Owner (the Owner) and the Wayland Historical Commission in retaining the substance and character of the historic substance of the First High School, Wayland, Middlesex County, Massachusetts (the Building), by establishing standards and procedures for maintenance and improvements in accordance with the principles established in the Preservation Restriction to which this is appended.

2. GENERAL PROVISIONS

In view of the importance to the Town of preserving the Building's character and integrity, both with respect to the Building and in context with its surroundings, the following general guidelines shall apply:

2.1 The exterior of the east, north and south elevations of the Building shall be maintained and not altered in scale, materials and design to the overall architectural character of the Building, including facades and elevations of the Building (including without limitation all foundations, walls, exterior doors, door frames, windows, window sash, window frames, transoms, hardware, wall sheathing, masonry, porch, panels, cornices, moldings and all other elements, whether decorative or structural, which support any of the foregoing), and the massing, profile and materials of the Building roof, except subject to prior Wayland Historical Commission review and approval.

2.2 The rear/ west elevation has two small single-story additions both of which can be removed and a new addition may be constructed provided it conforms in scale, materials and design to the overall architectural character of the Building, subject to prior Wayland Historical Commission review and approval.

2.3 Necessary reconstruction or replacement of any portion of the Building shall reproduce the existing exterior features and components, except as specifically indicated in these Guidelines. The Building may not be elevated from its original foundation height, or have its roofline raised.

3. GENERAL REQUIREMENTS AND REVIEW PROCEDURES

3.1 Work Subject to Review

3.1.1 The requirement to obtain, and the procedure for obtaining, any approval by the Wayland Historical Commission is governed by the terms of Sections 4.2 "Actions Requiring Approval by Grantee" and 4.3 "Actions Permitted Without Approval by Grantee" of the Restriction. Pursuant to those provisions, any required approval must be granted in writing by the Wayland Historical Commission in advance of the commencement of construction.

3.2 Review Standards and Procedures

3.2.1 Review procedures, including those conducted for emergency repair and replacement shall generally be conducted in accordance with applicable provisions of the following:

3.2.2 The Secretary's Standards (attached)

3.2.3 Determinations by the Wayland Historical Commission relating to work subject to review shall be based on the primary objective of retaining the substance and character of the Building, in accordance with the provisions of Paragraph 2 of these Guidelines.

3.3 Submittal and Documentation Requirements

Material required for review may include such documentation as scale drawings, renderings, specifications, and product descriptions and samples.

3.4 Qualifications of Consultants and Contractors

3.4.1 All design work shall be performed by an architect currently licensed in Massachusetts, preferably with historical renovation and reconstruction experience.

3.4.2 Any construction that takes place in the Building, except simple maintenance projects, shall be performed by contractors currently licensed in Massachusetts, preferably with a minimum of five years' experience in historical renovation and reconstruction.

4. BUILDING RENOVATION AND CONSTRUCTION STANDARDS

4.1 General Standards

4.1.1 All products, components, and materials shall be good quality.

4.1.2 Reconstruction of existing portions of the Building shall reproduce existing construction.

4.1.3 New construction shall maintain the scale, proportions, detailing and general character of the existing Building.

4.2 Specific Standards for the Exterior of Main Block

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the primary objective for the Building.

4.2.1 Paint: Changes in exterior paint colors are allowed. Colors should be historically appropriate and storms should match window sash color.

4.2.2 Siding: Maintain all original or historically significant siding on Building, as determined by the Wayland Historical Commission. Replacement siding, if needed, must be wood and match the existing clapboard in width and profile.

4.2.3 Roof material: New roofing must use shingles similar in size to existing. Slate shingles were replaced with asphalt shingles in 2013.

4.2.4 Chimneys: The chimney must be maintained in its entirety. If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement bricks are required, they must match the existing in color and size.

4.2.5 Foundation: Maintain stone foundation.

4.2.6 Dormers and Skylights: New dormers and skylights are not permitted.

4.2.7 Trim and Decoration: Maintain original trim as possible, replace-in-kind if necessary.

4.2.8 Windows: All of the windows must retain configuration of double hung sash with lights corresponding to existing. Window replacements must be reviewed and approved by the Wayland Historical Commission. New windows used must be good quality, historically appropriate single-glazed true-divided windows that maintain the muntin pattern of other windows on the Building. Location of new windows must conform to the overall pattern of window spacing on the Building and be inserted where historically accurate and appropriate.

4.2.9 Storm windows: Storm windows are allowed without approval. Storm windows should match the color of the underlying window surround and the meeting rails should align with the meeting rails of the window sash.

4.2.10 Shutters: There have been no shutters on this Building and it is not recommended to add shutters.

4.2.11 Doors and storm doors: Original doors must be restored if possible and if not, must be replaced-in-kind; design to be approved by the Wayland Historical Commission. Replacement of non-original doors must be wood, and be compatible in design, and finish of existing historic doors, as approved by the Wayland Historical Commission. Storm doors are not permitted on the front (east) elevation, but are otherwise allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Wayland Historical Commission.

4.2.12 Building-Attached Lighting Fixtures: Light fixtures may be used but must be minimal in appearance, appropriate to the Building.

Exhibit D

Secretary of Interior Standards for Treatment of Historic Properties - Rehabilitation

The Secretary of the Interior Standards are issued by the National Park Service to guide the treatment of historic properties. There are four standards: Preservation, Restoration, Rehabilitation and Reconstruction. Most local historic district design guidelines build on the Standards for Rehabilitation. They are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

To: Board of Selectmen
From: Teri Hegarty
Date: December 17, 2018
Re: 2019 License Renewals

The following is the list of licenses that are ready for approval for 2019.

VOTE: TO APPROVE THE 2019 RENEWAL OF THE COMMON VICTUALLERS' LICENSES, SALE OF SECOND-HAND ARTICLES LICENSE, AND AUTO DEALER LICENSES AS PRESENTED IN THE DECEMBER 17, 2018 MEMORANDUM TO THE BOARD OF SELECTMEN, RE: 2019 LICENSE RENEWALS

The following Common Victuallers Licenses are ready for approval for 2019:

Wayland Pizza House	336 Boston Post Road	Victualler License
---------------------	----------------------	--------------------

The following Sale of Second Hand Articles Licenses are ready for approval for 2019:

Almaari Jewelers	65 Andrew Avenue	Sale of Second-Hand Articles License
MetroWest Precious Metals, LLC	241 Boston Post Road, Suite 5	Sale of Second-Hand Articles License – <i>this approval is conditional upon receipt of all necessary documentation and payment</i>

The following Auto Dealer Licenses are ready for approval for 2019:

Cook's Automotive of Wayland, Inc.	338 Boston Post Road	Sale of Used Vehicles II
------------------------------------	----------------------	--------------------------



Town of Wayland
 Treasurer/Collector's Office
 41 COCHITUATE ROAD
 WAYLAND, MASSACHUSETTS 01778
 www.wayland.ma.us TEL. 508-358-3633

DATE: December 11, 2018
TO: Board of Selectmen
FROM: Zoe Pierce, Treasurer/Collector
RE: Treasurer's Presentation - OPEB Performance Update

BACKGROUND:

The Town transferred its OPEB funds, totaling \$13,060,793.85, into the Massachusetts Pension Reserves Investment Trust (PRIT) in April 2016. The PRIT Fund is a pooled investment fund established to invest the assets of the Massachusetts State Teachers' and Employees' Retirement Systems, and the assets of county, authority, district, and municipal retirement systems that choose to invest in the Fund. The Pension Reserves Investment Management ("PRIM") Board is charged with the general supervision of the PRIT Fund. As of October 31, 2018, the balance in the Wayland's OPEB fund is \$16,928,194.89. Quarterly performance reports are posted on the Treasurer's website.

FY 18 PERFORMANCE:

The activity in the fund for fiscal year 2018 is as follows:

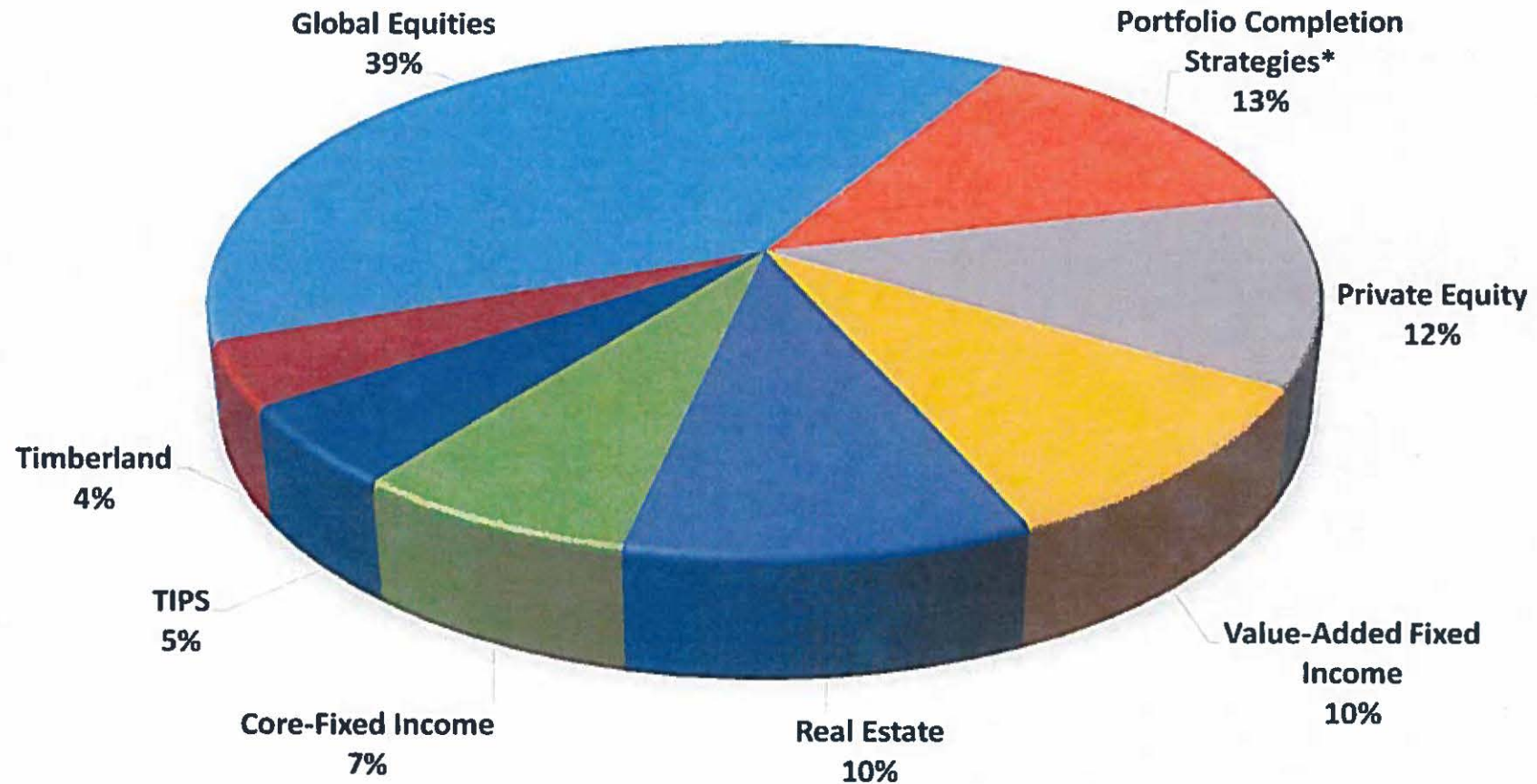
Balance 6/30/2017	\$15,253,391.52
Contributions FY2018	244,064.91
Earnings	<u>1,190,948.26</u>
Balance 6/30/2018	\$16,688,404.69

The following reports are attached to this memorandum:

- Fund asset allocation targets as of 6/30/2018
- Town of Wayland's historical rates of return, net of fees through 6/30/2018
- Summary of plan performance, gross of fees, through 10/31/2018

A portion of the Town's retirement funds are also with PRIT. On December 19th, Middlesex County Retirement System will review the Fund's first quarter performance for FY19. The Treasurer will attend the meeting and will update the Finance Director and Town Administrator with any additional information.

PRIT Fund Overview – Current Asset Allocation Targets



*PCS Includes 9% allocation to Hedge Funds.



Town of Wayland - NET of Fees Rates of Return June 30, 2018

	MKT \$ (000)	%	Month	QTD	FY '18	Calendar YTD	1 Year	3 Year	5 Year	10 Year	Inception
WAYLAND	16,689	100%	0.48	0.99	9.52	1.47	9.52				10.29
SRBTF OPEB MASTER TRUST	16,688	100%	0.48	0.99	9.53	1.47	9.53				
<i>POLICY BENCHMARK*</i>			-0.01	0.78	8.14	1.03	8.14				

Transaction Date	Contribution
7/6/2018	\$546,534.00
6/26/2018	\$266.21
2/20/2018	\$514.70
9/19/2017	\$243,284.00
8/29/2016	\$932.94
8/1/2016	\$128,811.00
6/23/2016	\$2,798.37
5/31/2016	\$705,306.52
5/16/2016	\$4,000,000.00
5/2/2016	\$6,350,032.67
4/29/2016	\$2,000,000.00

Total contributions \$13,978,480.41

Inception date is April 29, 2016



PENSION RESERVES INVESTMENT TRUST
SUMMARY OF PLAN PERFORMANCE
RATES OF RETURN (GROSS OF FEES)
Periods Ending October 31, 2018

	NAV \$ (000)	Target Allocation %	Actual Allocation %	Month	FY '19	Calendar YTD	1 Year	3 Year	5 Year	10 Year	Since Inception
GLOBAL EQUITY	28,120,217	39.5%	39.9%	-8.34	-5.30	-5.18	-1.97	8.16	6.31	10.43	5.81
CORE FIXED INCOME	8,927,047	12.0%	12.7%	-1.50	-2.48	-3.51	-2.15	1.66	3.39	5.29	7.10
VALUE-ADDED FIXED INCOME	5,830,162	10.0%	8.3%	-0.84	1.05	1.24	2.68	5.93	3.92	8.84	8.03
PRIVATE EQUITY	7,949,885	11.5%	11.3%	-0.47	7.85	18.50	24.06	19.23	20.00	14.99	15.03
REAL ESTATE	6,234,858	10.0%	8.8%	-0.74	0.93	5.91	8.41	8.38	10.07	7.81	6.65
TIMBERLAND	2,608,868	4.0%	3.7%	-0.22	0.37	4.17	6.83	5.50	7.13	4.55	8.89
PORTFOLIO COMPLETION STRATEGIES	9,977,600	13.0%	14.2%	-2.35	-0.17	1.49	3.60	4.49	4.05	4.93	4.52
OVERLAY	637,270	0.0%	0.9%	-3.75	-2.93	-4.37	-2.97	3.25	3.41		3.93
TOTAL CORE	70,479,889	100%	100%	-4.24	-1.61	0.08	2.93	7.94	7.33	8.98	9.31
<i>INTERIM BENCHMARK (target allocation using private equity and distressed debt returns) ¹</i>				<i>-3.94</i>	<i>-1.30</i>	<i>0.13</i>	<i>2.79</i>	<i>7.44</i>	<i>6.59</i>	<i>8.48</i>	<i>9.72</i>
<i>TOTAL CORE BENCHMARK (target allocation with private equity and distressed debt benchmark) ²</i>				<i>-3.73</i>	<i>-1.62</i>	<i>-0.61</i>	<i>1.71</i>	<i>7.02</i>	<i>5.93</i>	<i>8.01</i>	<i>9.57</i>
PARTICIPANTS CASH	23,557			0.21	0.76	1.64	1.85	1.14	0.73	0.49	3.72
TEACHERS' AND EMPLOYEES' CASH	61,216			0.20	0.71	1.60	1.83	1.12	0.72	0.48	2.52
TOTAL FUND	70,564,662			-4.23	-1.60	0.09	2.93	7.92	7.31	8.95	9.36



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director

10-5

Town of Wayland State Retirees Benefits Trust Fund October 01, 2018 to October 31, 2018

	Month To Date	Fiscal Year To Date	Calendar Year To Date
Your beginning net asset value for the period was:	17,687,717.22	16,688,404.69	16,445,970.93
Your change in investment value for the period was:	(759,523.82)	(307,840.13)	(65,921.24)
Your exchanges from (to) the Cash Fund for the period were:	1.49	547,630.33	548,145.20
Your ending net asset value for the period was:	<u>16,928,194.89</u>	<u>16,928,194.89</u>	<u>16,928,194.89</u>
Net Change in Investment Value represents the net change through investment activities as follows:			
Gross Investment Income:	22,964.94	141,719.23	386,332.22
Less Management Fees:	(2,434.87)	(25,544.06)	(71,974.57)
Net Investment Income:	<u>20,530.07</u>	<u>116,175.17</u>	<u>314,357.65</u>
Net Fund Unrealized Gains/Losses:	(861,046.66)	(655,118.51)	(1,105,234.69)
Net Fund Realized Gains/Losses:	80,992.77	231,103.21	724,955.80
Net Change in Investment Value as Above:	<u>(759,523.82)</u>	<u>(307,840.13)</u>	<u>(65,921.24)</u>

As of October 31, 2018 the net asset value of your investment in the SRBT Fund was: \$16,928,194.89

If you have any questions regarding your statement, please contact your Senior Client Services Officer Paul Todisco (617) 946-8423.
A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director

Town of Wayland

Cash Investment

October 01, 2018 to October 31, 2018

	Month To Date	Fiscal Year To Date	Calendar Year To Date
Your beginning net asset value for the period was:	1.55	266.26	0.00
Your investment income for the period was:	0.09	830.22	830.44
Your total contributions for the period were:	0.00	546,534.00	547,314.91
Your total redemptions for the period were:	0.00	0.00	0.00
Your total exchanges for the period were:	(1.49)	(547,630.33)	(548,145.20)
Your state appropriations for the period were:	0.00	0.00	0.00
Your ending net asset value for the period was:	0.15	0.15	0.15

As of October 31, 2018 the net asset value of your investment in the Cash Fund was:

\$0.15

If you have any questions regarding your statement, please contact your Senior Client Services Officer Paul Todisco (617) 946-8423.

A detailed statement of your account is attached to this summary sheet.



Pension Reserves Investment Management Board

84 State Street, Suite 250
Boston, Massachusetts 02109

Deborah B. Goldberg, Treasurer and Receiver General, Chair
Michael G. Trotsky, CFA, Executive Director

PHTF90520002
Commonwealth Of Massachusetts
SRBT-WAYLAND

Town of Wayland Statement of Change In Net Assets 10/31/2018

	Current Period		Fiscal Year		Year To Date	
	10/1/2018	10/31/2018	7/1/2018	10/31/2018	1/1/2018	10/31/2018
NET ASSETS - BEGINNING OF PERIOD		17,687,718.77		16,688,670.95		16,445,970.93
DISBURSEMENTS:						
CASH FUND EXCHANGES		1.49		547,630.33		548,145.20
RECEIPTS:						
CONTRIBUTIONS:						
PARTICIPANTS		0.00		548,534.00		547,314.91
INVESTMENT INCOME:						
INTEREST		0.09		830.22		830.44
UNREALIZED GAIN/LOSS-INVESTMENT		-861,046.66		-656,118.51		-1,105,234.69
MASTER TRUST ALLOCATED EXPENSES		-530.76		-4,054.68		-10,735.81
MASTER TRUST CHANGE IN REALIZED G/L		80,992.77		231,103.21		724,955.80
MASTER TRUST INVESTMENT INCOME		22,964.94		141,710.23		386,332.22
MT ALL INVESTMENT MANAGER FEES		-1,904.11		-21,489.38		-61,238.76
UNIT EXCHANGES		1.49		547,630.33		548,145.20
Total Receipts		-759,522.24		787,154.42		1,030,369.31
Total Disbursements:		1.49		547,630.33		548,145.20
Net Assets - End of Period:		16,928,195.04		16,928,195.04		16,928,195.04



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PHTF90520002
Commonwealth Of Massachusetts
SRBT-WAYLAND

Town of Wayland Investment Detail 10/31/2018

	Investments	Units Of Participation	Cost	Price	Market Value	Unrealized Gain/Loss
93,400.930	HCST OPEB MASTER TRUST		16,543,055.70	181.2423	16,928,194.89	385,139.19
0.150	SRBT SWEEP VEHICLE		0.15	1.0000	0.15	0.00
	Total Investment:		16,543,055.85		16,928,195.04	385,139.19

STATEMENT EXPLANATION

Below you will find a description of each item posted to your statement.

CAPITAL ACCOUNT

Summary of Account Activity:

A summary statement produced for your investment in the State Retiree Benefits Trust Fund (SRBTF) includes both month-to-date and fiscal year-to-date information. This statement is also furnished to the Public Employee Retirement Administration Commission (PERAC).

**Your beginning net asset value for the period:
Your change in investment value for the period:**

The total balance of your investment as of the opening date of the statement period.
The total increase or decrease in your investment includes net investment income, realized gains or losses, and unrealized gains or losses.

**Your total exchanges from (to) cash fund:
Your ending net asset value for the period:
Gross investment income:**

Movement of funds occurring on the first business day of each month between your Cash Fund and Capital Account (SRBTF).
The total balance of your investment as of the closing date of the statement period.
Represents your allocable share of the SRBTF's income associated with securities and other investments (i.e. real estate), except for realized and unrealized gains or losses. It is principally interest, dividends, real estate income, and private equity income.
Represents your allocable share of the SRBTF's expenses related to PRIM's investment advisors, consultants, custodian and operations expenses.

Management fees:

**Net investment income:
Net fund unrealized gains/losses:**

Represents your allocable share of the SRBTF's gross investment income, less Management Fees.
Represents your allocable share of the SRBTF's increase or decrease in value, attributed to a change in value of securities or other investments held in the PRIT Fund, relative to original cost. These gains or losses are "unrealized" because the investments have not yet been sold.

Net fund realized gains/losses:

Represents your allocable share of the SRBTF's increase or decrease in value attributed to the PRIT Fund's sale of securities or other investments (i.e. real estate property). Whether you "realize" a gain or loss depends upon the price at which the investment was sold in relation to its original purchase price.

CASH FUND

**Your beginning net asset value for the period:
Your investment income for the period:
Your total contributions for the period:**

The total balance of your investment as of the opening date of the statement period.
Interest earned for the period.
Sum of all funds (i.e. wires and/or checks) sent into your SRBTF account during the statement period. Cash contributed any day during the month except the first business day will remain in your Cash Fund until the first business day of the following month, when it will then be exchanged into the General Allocation Account (SRBTF).

Your total redemptions for the period:

Sum of all funds sent by wire from the PRIT Fund's custodian bank to your government entity during the statement period. A redemption made be made at any time throughout the month as long as your Cash Fund balance equals or exceeds the amount you wish to redeem.

Your ending net asset value for the period:

The total balance of your investment as of the closing date of the statement period.

If you have any questions about this statement, please call your Senior Client Service Officer, Paul Todisco (617) 946-8423.

Hegarty, Teri

From: Jake Mohnkern
Sent: Thursday, December 13, 2018 3:03 PM
To: Hegarty, Teri
Subject: Re[2]: Cable Advisory Committee (CAC)

Hi Teri

I was wondering if you had gotten my message.

Here is my public LinkedIn page for starters.
<https://www.linkedin.com/in/jakemohnkern/>

As for my experience, I am the IT manager for a technology company in Waltham.

I have some contract negotiation experience but nothing at this scale.

The most important thing I have to offer is a deep understanding of the technology involved. I know networks and infrastructure, I know how information systems work together and I know a lot about the direction these technologies are headed.

I recently worked with Mike McCann, Leisha Simon and Albie Borg to resolve an issue with the town's web hosting service.

About 10 years ago I served on the Framingham Technology Assessment Committee, mainly evaluating telecommunications and e-voting proposals.

I also built the Clark University campus TV station as a student back in the early 90s.

I am interested in helping the town out with this, but I am a full-time employee and would need to limit my participation to outside normal business hours for the most part.

Let me know if the BOS would like additional information.

Jake Mohnkern

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

From: "Hegarty, Teri" <thegarty@wayland.ma.us>
To: "Jake M"
Sent: 12/13/2018 2:21:46 PM
Subject: RE: Cable Advisory Committee (CAC)

Hi Jake,

Thank you for reaching out to us.

Could you expand a bit more on your work experience and email it to me?

We will be sending along your name to the Board of Selectmen on Monday for consideration.

Thank you for your interest. We look forward to hearing from you.

Take care,

Teri

Teri Hegarty

Executive Assistant

to the Town Administrator

Town of Wayland

41 Cochituate Road

Wayland, MA 01778

Phone: (508) 358-3621

From: Jake M [mailto:_____]

Sent: Monday, November 26, 2018 1:46 PM

To: Hegarty, Teri

Subject: Cable Advisory Committee (CAC)

Good afternoon Teri

My name is Jake Mohnkern. I may be a good fit for the CAC as long as the time commitment is mostly outside of normal business hours.

I am the IT Manager for Cambridge Computer Services in Waltham and have some relevant technical experience dealing with cable companies and ISPs.

Please pass my information along to whomever is setting up this committee. I'll be happy to chat.

Jake Mohnkern

Hegarty, Teri

Subject: FW: Cable Advisory Board application

From: Ken Isaacson
Sent: Thursday, November 15, 2018 1:20 PM
To: Miller, Louise <lmiller@wayland.ma.us>
Cc: Levine, Doug <dlevine@wayland.ma.us>; 'alan mandl' <>; 'Connie Burgess' <>; 'Jim Mullane' <>; 'Jonathan Ward' <>; 'Julie Potter' <>; 'Renee Bryant' <>
Subject: Cable Advisory Board application

Hello Louise and Doug,

This letter is my application to volunteer to participate on the Town's Cable Advisory Board in the upcoming contract negotiations with Comcast and Verizon.

My background in Wayland's cable operations began in 2005, when I was elected to the WayCAM Board of Directors. My service to that board ran until 2014, when I was required to resign under the bylaws. I served as Chair of the board from about 2010 until 2014. This turned out to be a critical time for WayCAM, and I was involved in most aspects of its growth and development. This included professionalizing the board, developing its online presence, expansion and construction of the station to the new, present location at the high school (2012), and working with Town officials and boards to attain voter approval of the move.

During that time I was also directly involved with negotiations for the cable contracts with both Comcast and Verizon, as Chair of the WayCAM Board. Those negotiations resulted in a very substantial income stream and capital appropriation, which has enabled WayCAM to thrive and expand its capabilities throughout the Town, to broadcast from multiple locations, and provide a national-award-winning educational program to students.

Since completing my tenure as a director, I am, as you know, a community producer at WayCAM, creating and hosting, with others, a weekly news and issues program, Wayland Weekly Buzz, which airs on WayCAM TV and online since 2015. In addition to broadcasting via the program, we also publish our news reports, and transcripts of the interviews through the Town Crier/Wayland Wicked Local newspaper, both in print and online.

With these accomplishments, and ongoing interest in the future of our public access channels in Wayland, I hope you will consider me for the reconstituted Cable Advisory Board.

Yours truly,
Ken Isaacson
Wayland

Hegarty, Teri

Subject: FW: Wayland All Schools News

From: SUMITA DUTTA [redacted]
Sent: Thursday, December 13, 2018 5:34 PM
To: Hegarty, Teri
Subject: Re: Wayland All Schools News

Hi Teri,

My address is [redacted] and phone is [redacted]

I have worked for AT&T over 12 years and am familiar with their network and terminologies. I believe that I will be able to read the contracts and negotiate prices.

Thanks,

Sumita Dutta

Thanks,

On Thu, Dec 13, 2018 at 2:14 PM Hegarty, Teri <thegarty@wayland.ma.us> wrote:

Hi Sumita,

Thank you for reaching out to us. Please provide us with your complete contact information as noted, below, along with some additional information about your work experience.

Name: Sumita Dutta

Address:

Phone:

Email:

To: Wayland Board of Selectmen
From: Lea Anderson
Date: December 14, 2018
Subj: Town Manager Special Act

The Wayland Board of Selectmen is considering submitting an article for Annual Town Meeting on the Town Manager Special Act. The Board asked me to work with Carolyn Murray of KP Law on revisions that tailor the Special Act to Wayland's unique issues. The current draft, first reviewed last spring, presents best practices based on Collins' broad perspective and initial feedback. I spoke with Mike Ward from the Collins Center recently. He is still working with us on Financial Policies, so he is not going anywhere if we need him.

I reviewed with Carolyn the feedback from Departments, Boards, and Committees. It is summarized below.

The status of the project:

- April – BoS met with Dept. Heads
- May – BoS began discussions with Boards and Committees
- July – December – BoS liaisons met with individual Boards/Committees
- To do: hold community forum for feedback

Department Heads

- Generally positive feedback on reporting to a TM
- Finance Director, Treasurer, Conservation Director very positive on proposed reporting structure
- Library Director, Health Director see the benefits to the town; concerned about issues expressed by their boards
- DPW Director – in general agrees with the concept
- Police and Fire – positive feedback

Finance Committee

- Support is mixed; in general sees benefits
- Sees need to clearly define responsibility of Fincom
- Looking for staff support

Board of Library Trustees

- Worried that Special Act removes legislative authority granted to Trustees
- Cited MGL Chap. 78 as insulating libraries and schools from political pressure in development of materials, instruction, and policies
- Appreciate administrative help from HR (collective bargaining, help with hiring and firing) and Facilities and DPW
- Concerned about budget, grants, procurement, and hiring/supervision of director

Board of Assessors

- Concerned about lack of interaction with Collins on both Nov. 2016 Review of Financial Policies and Oct. 2017 Financial Management Structure Review (BoA does not believe that its business is correctly considered in the final reports)
- Potential conflicts of interest if under Sec. 6B, the TM established a consolidated finance department
- Use of word "shall" is too strong
- Want to maintain relationship with Director of Assessing – hire, terminate, and review
- BoA supports "professionalizing management of Town"

Wastewater Management District Commission

- Enterprise funds are different from departments
- How are evaluations done and who resolves disagreements?

Personnel Board

- Suggest a section by section review to compare Special Act to TA by-law, contract
- Section 5 – temp TM should perform all of job functions
- Should TM be identified as CFO?
- Section 6D gives TM broad responsibilities to negotiate collective bargaining contracts independent of Personnel Board; should PB have role in grievances? All that's left is wage & hour classification
- Compare TM Special Act to Personnel Board by-law

Board of Public Works

- Support for reporting structure and strengthened TA/TM
- Push back on budget process from chair and vice-chair
 - Begins too early
 - Want to work with Fincom Liaison
 - What is the net benefit?
 - What do Concord, Weston, and Sudbury do?

Board of Health (more discussion scheduled for January)

- Concerned about losing authority to BoS

School Committee

- Generally positive and appreciate being kept informed

Planning Board

- We have not met with them yet, but in conversations with the Chair and others, they are supportive, especially regarding staff supervision

Wayland Housing Partnership

- All members support the proposed changes
- Suggest looking at the MOU between the DPW and TA as a model for the dual reporting structure

Affordable Housing Trust

- Special Act is a good thing given the complexity of town government

- Less reliance on volunteers; fully accountable paid staff
- Clarify relationship among department heads, boards, and TA
- Need a flow chart for budget process

Wayland Housing Authority

- No particular feedback (limited impact by Special Act)

Conservation Commission

- No comment so far

Community Preservation Committee

- Members did not think they know enough about budget issue to comment
- What is the role of the Fincom? Will they have enough time to work on budgets or make changes before articles are drawn up for ATM?
- Too much power in one place
- Look at MOU between DPW and TA as a model

Carolyn Murray received detailed feedback where it was available. We worked together this week going through the Town Manager Special Act and making revisions. Attached for your review is the latest draft in track changes.

Please come prepared to discuss details at our January 7th meeting.

Thank you,

Lea

DRAFT – AN ACT ESTABLISHING THE POSITION OF TOWN MANAGER IN THE TOWN OF WAYLAND – DRAFT

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ARTICLE : To see if the town will vote to petition the General Court to enact a special act for the town of Wayland as stated below, provided, however, that the General Court may make clerical or editorial changes of form only to said bill, unless the Board of Selectmen approves amendments thereto prior to enactment by the General Court, and provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or do or act anything thereon:

Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same, as follows:

"AN ACT ESTABLISHING A TOWN MANAGER FORM OF GOVERNMENT FOR THE TOWN OF WAYLAND", as follows:

SECTION 1. DESIGNATION OF ELECTED OFFICIALS

(a) Upon the effective date of this act, the registered voters of the town of Wayland shall, in accordance with any applicable laws, bylaws, votes of the town or inter-local agreement continue to elect the following:

- (i) members of the select board;
- (ii) town moderator;
- ~~(iii) town clerk;~~
- ~~(iv)(iii)~~ school committee members;
- ~~(v)(iv)~~ assessors;
- ~~(vi)(v)~~ planning board members;
- ~~(vii)(vi)~~ board of health members;
- ~~(viii)(vii)~~ commissioners of trust funds;
- ~~(ix)(viii)~~ library trustees;
- ~~(x)(ix)~~ members of the board of public works;
- ~~(xi)(x)~~ recreation commissioners; and
- ~~(xii)(xi)~~ housing authority members.

(b) The powers, duties and responsibilities of elected and appointed officials shall be as provided by applicable General Laws, special acts, bylaws, and votes of the town, except as otherwise expressly provided herein.

~~(c) Notwithstanding the election by the voters of the town of the officers named in this section, such officers shall be available at reasonable times to the select board or town manager for consultation, conference, and discussion on matters relating to their respective offices.~~

SECTION 2. POWERS AND DUTIES OF THE SELECT BOARD

(a) The executive powers of the town shall be vested in the select board, who shall have all the powers given to boards of selectmen in the General Laws.

Comment [mjw1]: Decision point 2: Through this special act, the town may convert any of these offices from elected to appointed, with the exception of the select board, moderator, and school committee.

3/7 update: Board considering these, particularly town clerk, assessors, commissioners of trust funds, and board of public works.

Comment [mjw2]: Decision point 3: Some towns have been retitling their "select board" to "select board," to make them gender neutral.

3/7: Agreed to change, per discussion at meeting

(b) The select board shall consist of 5 persons elected by the voters of the town. The term of each member of the select board shall be 3 years. The select board shall annually elect a chairperson from among its members.

(c) The select board shall serve as the chief goal-setting and policy-making body of the town. The select board shall set guidelines and policy directives that are to be implemented by the town manager and by other officers and employees appointed by or under its authority. The select board shall have the power to enact rules and regulations to implement policies and to issue interpretations of the rules and regulations.

(d) The select board shall exercise, through the town manager, general supervision over all matters affecting the interests or welfare of the town. The select board shall not normally administer the day-to-day affairs of the town.

(e) The select board shall appoint:

- i. the town manager;
- ii. town counsel;
- iii. independent auditor;
- iv. assistant or special counsels;
- v. Conservation Commission;
- vi. Finance Committee;
- vii. Personnel Board;
- viii. Municipal Affordable Housing trust;
- ix. Zoning Board of Appeals;
- x. Historic District Commission;
- xi. Historical Commission;
- xii. Wastewater District Commission;
- xiii. Council on Aging;
- xiv. Audit Committee;
- xv. Cable Advisory Committee;
- xvi. LIST OTHERS

xvi. and all members of committees, boards, and commissions, except those positions that are elected by the voters, or as otherwise expressly provided herein.

(f) The select board may make appointments to all positions and committees the select board creates for special or general purposes and shall have general

~~(f) The select board shall have oversight of such boards, committees, positions, or commissions appointed by the select board. Nothing in this section shall prohibit the Town's various boards, committees and commissions from creating and overseeing their own subcommittees.~~

(g) The select board shall have the responsibility and authority for licenses and other non-personnel related functions as provided by the General Laws and the bylaws of the town.

(h) The select board shall be responsible for and shall approve the form and content of all town meeting warrants before such warrants are issued.

(i) The select board shall be responsible for establishing and maintaining written procedures for the preparation of the budget. The select boardmen shall annually issue 1 or more written budget messages, including fiscal guidelines and the timeline, at the beginning of each budget cycle or at a time established by the town bylaws.

(j) The select board shall review the annual proposed budget prepared by the town manager and make revisions the select board deems advisable. The town manager shall present the budget as approved by the select board to the finance committee. The finance committee shall consider the budget proposed, shall establish the amounts which should, in its opinion, be appropriated for the ensuing fiscal year, shall add thereto such explanations and suggestions as it deems expedient, and shall report to the town

Comment [CMM3]: LIST ALL

Comment [mjw4]: Decision point 4: Other than the town administrator, what other positions should the select board appoint?

3/7: Leave as is for now

Comment [mjw5]: Decision point 5: Which boards, committees, commissions, etc. should the board appoint? (And which should the town administrator or moderator appoint? Should the finance committee appointment be moved, as discussed the report?)

3/7: Leave as is for now

meeting, in print or otherwise, such recommendations as it deems best for the interests of the town.

(k) Through counsel, the select board shall prosecute, defend and compromise all litigation or claims to which the town is a party.

SECTION 3. APPOINTMENT OF THE TOWN MANAGER

(a) The select board shall appoint, by an affirmative vote of at least 4 members, a town manager who shall be the chief administrative officer of the town. The select board shall appoint the town manager solely on that person's executive and administrative qualifications. The town manager shall be a professionally qualified person of proven ability, especially fitted by education, training, and previous experience to perform the duties of the office. The town may from time to time, by by-law, establish such additional qualifications as seem necessary and appropriate.

(b) The town manager shall devote full time to the duties of the office and shall not engage in any other business or occupation during the term of employment by the town, unless such action is approved in advance, in writing, by the select board. The town manager shall hold no elective office in the town while serving as town manager, but the select board may appoint the town manager to any non-elective office or position consistent with the responsibilities of the town manager.

(c) The select board may enter into a formal contract with the town manager and may set contract terms that shall have precedence over any town personnel bylaws. The select board shall set the compensation for the town manager, not to exceed an amount appropriated by the town meeting.

(d) No member or former member of the select board shall be eligible to be appointed to the position of the town manager within 15 months of termination of such member's service.

(e) Before entering upon the duties of the office, the town manager shall be sworn, in the presence of a majority of the members of the select board, to the faithful and impartial performance thereof by the town clerk or a notary public.

(f) The town manager shall execute a bond in favor of the town for the faithful performance of the town manager's duties in such sums and with such sureties as may be fixed and approved by the select board, the cost for which will be borne by the town.

(g) The select board shall provide for an annual review of the job performance of the town manager.

Comment [mjw6]: Decision point 6: This could be majority or super-majority

3/7: Changed to 4, per discussion at meeting

Comment [CMM7]: Is this necessary?

SECTION 4. REMOVAL OF TOWN MANAGER

(a) The select board, by an affirmative vote of at least 4 members, may remove the town manager. At least 30 days before such removal shall be effective, the select board shall file a preliminary written resolution with the town clerk setting forth reasons, if any, for the proposed removal, a copy of which shall be delivered to the town manager.

(b) The town manager may reply in writing to the resolution and may request, in writing, a public hearing; provided, however, that the request for a hearing shall be received by the town clerk not later than 10 days after the town manager's receipt of the resolution. If the town manager so requests, the select board shall hold a public hearing not earlier than 10 days nor later than 20 days after the filing of such request.

(c) Following the public hearing or, if none, at the expiration of 30 days following the filing of the preliminary resolution, the select board may adopt a final resolution of removal.

(d) As part of the preliminary resolution, the select board may suspend the town manager from duty with or without pay.

~~(e) Nothing contained herein shall limit the authority of the select board to suspend or remove the town~~

~~manager as provided by the laws of the commonwealth. Nothing contained in this section shall be deemed as overriding the provisions of the Open Meeting Law (G.L. c. 30A, §§18-25) or the Public Records Law (G.L. c. 4, §7, cl. 26). The public record status of any resolutions issued under this Section and stated reasons, if any, shall conform to with the provisions of G.L. c. 4, §7, cl. 26.~~

~~(f) The select board shall determine if such suspension shall be with or without pay.~~

SECTION 5. ABSENCE OR VACANCY OF TOWN MANAGER

- (a) During a temporary absence, not to exceed 1430 days, the town manager shall designate by a letter filed with the chair of the select board, a temporary town manager to perform the duties of the office. Such delegation shall be limited to those matters not allowing for delay during the town manager's absence.
- (b) If, in the sole opinion of the select board, the town manager's designee is unable to effectively perform the duties of the office during the temporary absence of the town manager, the select board shall appoint a person to perform the duties of the office; provided, however, that those duties shall be limited to those matters not allowing for delay during the town manager's absence.
- (c) During an absence of the town manager for ~~1430 or more~~ than 14 days, due to disability, illness, or other similar circumstance, the select board shall appoint an acting town manager for the duration of the extended absence, who shall be authorized to perform all of the duties of the office. Such designation will cease upon the return of the town manager.
- (d) If the individual serving as acting town manager is a town officer or employee, the individual shall return to the position held prior to being appointed as the acting town manager.
- (e) No member of the select board shall serve as acting town manager.
- (f) If the select board determines, by majority vote of the full membership OR by an affirmative vote of at least 4 members, that the town manager will be unable to resume the duties of the job for any reasons, including, but not limited to, resignation, termination, or other lawful reason illness, the office of town manager shall be filled as soon as practical by the select board, provided that the select board may appoint an acting town manager to serve until a town manager is appointed. The duties of an acting town manager shall be limited to those matters not allowing for delay and shall include the authority to make temporary, emergency appointments or designations to town office or employment, but not to make permanent appointments or designations.

Comment [CMM8]: Confirm that someone in an acting capacity for more than 2 weeks may perform the full duties of the job and not just matters that cannot be delayed

Comment [CMM9]: Should the quantum of vote to remove the town manager for inability to perform his/her duties be the same as in Section 47

Comment [CMM10]: Consider deleting "illness" and replacing with "or any other lawful reason" to avoid potential for discrimination or perceived disability claim. Need to comply with ADA.

Comment [mjw11]:
3/7: New language added, per discussion at meeting

SECTION 6A. ADMINISTRATIVE RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town manager shall be the chief administrative officer of the town and shall be responsible to the select board for the effective management of all town affairs placed in the town manager's charge by this act, by the select board, by bylaws, or by vote of the town meeting, and for the implementation of town policies placed in the town manager's charge by the select board.
- (b) The town manager, in conjunction with the Town's various department heads, shall supervise all town departments, with the exception of the school department, and shall direct day-to-day affairs of the town.
- (c) The town manager shall be responsible for assuring that the budget is administered as adopted by town meeting and in accordance with the General Laws, this act, and the town bylaws.
- (d) The town manager shall advise the select board of all matters requiring action by the select board or

Comment [mjw12]: Decision point 8: Are there items on this list that do not sound like they are appropriate for Wayland?

3/7: Look into technology section, per meeting discussion; new section added on delegation

Comment [LA13]: BoLT is asking that we add "and of the library" to this exclusion.

by the town.

~~(e) The town manager shall, in consultation with the personnel board, oversee the town's personnel system and staff in accordance with the town bylaws, and shall oversee personnel evaluation policies and practices, enforcement of labor contracts, labor relations, collective bargaining, and all applicable state and federal regulations relating to employment. The town manager may appoint a human resources director to assist with these human resources duties.~~

Comment [CMM14]: Deleted as collective bargaining duties addressed in Section 6D.

(f) The town manager shall attend all meetings of the select board, except when excused, and shall have the right to speak but not vote. The town manager shall attend all annual and special town meetings and shall be permitted to speak when recognized by the moderator.

Comment [CMM15]: Requires amendment to Code Chapter 43.

(g) The town manager shall administer, either directly or through a person appointed by the town manager in accordance with this act, the General Laws and special acts applicable to the town, all town bylaws, and all rules and regulations established by the select board.

(h) The town manager shall have access to all information necessary for the proper performance of the duties of town manager in accordance with the town bylaws, except for attorney-client privileged information that is provided to or by the select board, unless the select board specifically authorizes such access.

~~(i) In the event of an emergency or other exigent circumstances, the town manager may, without notice, cause the affairs of any division or department, except the school department, or the conduct of any officer or employee thereof, to be examined. As soon as practical thereafter, the town manager shall notify the appropriate department head, board, committee or commission of such action.~~

(j) The town manager shall keep the select board fully informed regarding all departmental operations, fiscal affairs, town priorities and concerns, and administrative actions, and shall submit periodic reports summarizing such matters to the select board.

(k) The town manager shall coordinate the activities among boards, commissions, and committees concerned with long-range municipal planning, including physical or economic development and environmental or resource protection of the town.

~~(l) The town manager shall be responsible for the maintenance of all town buildings, property, and facilities, except those under the jurisdiction of the school department, unless requested by the school committee. The town manager shall, in conjunction with the Town's various department heads, develop, keep, and annually update a full and complete inventory of all property of the town, both real and personal, in compliance with GASB 34. With respect to capital improvements or extraordinary repairs to buildings, the town manager shall coordinate with the department head, board, committee or commission having custody of said building.~~

(m) Under subsection (h) of section 2, the town manager shall be responsible for the preparation of all town meeting warrants in accordance with G.L. c. 39, §10 and the town bylaws and shall distribute, or cause to be distributed, copies of town meeting warrants to the residences of all registered voters of the town.

~~(n) Upon request, and with the approval of the select board, the town manager shall prosecute, defend, or compromise all litigation to which the town is party.~~

Comment [CMM16]: Town Manager does not actually prosecute or defend litigation. Is the intent that the Town Manager shall authorize Town Counsel, or other special counsel, to prosecute or defend claims? If so, this conflicts with Sec. 2(e) where Select Board appoints counsel. Need to reconcile provisions.

(o) The town manager shall keep full and complete records of town manager's office and annually submit to the select board a full written report of the operations of the office.

Also, is the intent to authorize the Town Manager to settle all claims involving the Town? Does this include the School Department? What about claims where a Town board is the party? Should this be revised to state that the Town Manager, with the consent of the Town board or commission that is a party to a claim, shall be authorized to compromise such claim?

(p) The town manager may authorize any subordinate officer or employee to exercise any power or perform any function or duty which the town manager is authorized to perform; provided, however, that all acts which are performed under any such delegation shall be deemed to be acts of the town manager.

Comment [mjw17]:
3/7: Deleted; repeats earlier section

SECTION 6B. FINANCIAL RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town ~~manager~~ administrator shall be the chief financial officer of the town.
- (b) The town ~~manager~~ administrator may, at the town ~~manager~~ administrator's discretion and with the approval of the select board, establish a consolidated department of finance responsible for the coordination and overall supervision of all fiscal and financial affairs of all agencies of town government and may appoint a director of finance; provided, however, that the terms of persons holding the position of accountant, treasurer/collector, and director of assessing on the effective date of this act shall not be reduced by reason of the consolidation.
- (c) The town ~~manager~~ administrator shall be ~~authorized to execute, responsible for controlling all appropriated budget expenditures, which includes the power to~~ approve or reject all warrants, including payroll, for the payment of town funds prepared by the town accountant in accordance with section 56 of chapter 41 of the General Laws. ~~In the event the town manager rejects any payment, the town manager shall immediately notify the appropriate department head, board, committee or commission. The town manager's approval of any warrant or item presented for payment shall not be unreasonably withheld.~~
- (d) The town manager shall be responsible for the preparation of the proposed operating and capital budget. ~~The version of the operating and capital budgets recommended by the Finance Committee~~ shall be included in the annual town meeting warrant. The proposed budget shall be prepared in accordance with the most current budget process by the date set pursuant to subsection (i) of section 2 as approved by the select board.
- (e) The town manager shall submit to the select board, by the date established pursuant to subsection (i) of section 2, a written proposed budget for the ensuing fiscal year ~~for both operating and capital expenditures.~~
- (1) The proposed budget shall describe all actual or estimated revenue from all sources, and all actual or proposed expenditures, including debt service, for the previous, current, and ensuing fiscal years.
 - (2) The proposed budget shall detail all estimated expenditures for current operations during the ensuing fiscal year, detailed by agency, department, committee, purpose, and position.
 - (3) In addition, the town manager shall prepare a 5-year ~~capital~~ forecast, and include both as part of the proposed annual budget.
 - (4) For the purpose of preparing the budget for the ensuing fiscal year, the town manager shall include an estimate of revenues to be collected and free cash available at the close of the current fiscal year, including estimated balances in special accounts.
 - (5) The town manager shall report on the estimated funds required to be levied and raised by taxation to defray all expenses and liabilities of the proposed budget together with an estimate of the tax rate necessary to raise such amount and include the information in the proposed budget.
- (f) The town manager shall submit a preliminary budget to the select board and the finance committee pursuant to the budget process set forth in subsection (i) of section 2. The preliminary budget shall be submitted ~~not later than December~~ ~~January 15~~ 70 days prior to the date of the annual town meeting.
- (g) To assist the town manager in preparing the proposed annual budget of revenue and expenditures, all boards, officers, and committees of the town, including the school committee, shall furnish all relevant information in their possession and submit to the town manager, in writing, in such form as the town manager shall establish, a detailed estimate of the appropriations required and available funds.
- (h) The town manager shall keep the select board informed regarding the availability of federal and state funds and how such funds might relate to the town's current and long-range needs.
- (i) The town manager, ~~in conjunction with the applicable Town department head, board, committee or commission,~~ shall be responsible for filing all grant applications ~~in any amount in excess of \$100,000.00.~~

Comment [CMM18]: Consider whether there may be any conflicting terms of office among these officers. Should we include a provision that any reorganization or consolidation shall be implemented, notwithstanding the terms of office of any of the officers who may be affected thereby, and upon the expiration of such term of office, the remaining provisions of the reorganization or consolidation shall be implemented?

Comment [mjw19]:
3/7 Deleted references to capital that were unintentionally included; can be added back in at the Board's interest

Comment [CMM20]: This could conflict with Chapter 19 of the Code, which requires preliminary budget to Fin Comm by Dec. 15 and recommendations by Jan. 15.

(j) After the close of each fiscal year and after the certification of free cash by the department of revenue, the town manager, as soon as practicable, shall cause to have prepared audited financial statements. Upon completion of the audit, the town manager shall promptly distribute the statements to the select board and the finance committee.

SECTION 6C. APPOINTMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town manager shall appoint, based upon merit and qualifications alone, evaluate, discipline or for case, remove the following without ratification by the select board:
- i. An Information Technology Director;
 - ii. A Town Surveyor or Town Engineer;
 - iii. All other administrative and clerical employees in the Offices of the Select Board and the Town Manager;
 - iv. A Human Resources Manager;
 - v. A Building Commissioner;
 - vi. One or two Directors of the Council on Aging;
 - vii. A Conservation Administrator; and
 - viii. A Town Treasurer and Collector;
 - ix. **ARE THERE ANY OTHERS?**

(a)(b) The town manager shall appoint, based upon merit and qualifications alone, evaluate, discipline or for case, remove, all other department heads, officers, subordinates, and employees for whom no other method of selection is provided in this Act, e charter, except employees of the school department and employees identified in subsection (c) of this section. Department Heads, with the consent of the town manager, may appoint assistant department heads or those positions having a different title but performing assistant department head duties. Department heads shall appoint all other department subordinates.

- (c) The town manager shall appoint based upon merit and qualifications alone, subject to ratification by the select board, and evaluate, discipline or for case, remove the following:
- i. Town Clerk, subject to Section 10 of this Act;
 - ii. A Police Chief;
 - iii. A Fire Chief; and
 - iv. A Finance Director, who shall have the authority and responsibilities of a Town Accountant.
- LIST ALL POSITIONS**

Appointments proposed by the town manager, except as noted in subsection (c) under this Section, shall become effective on the 15th day following the day on which notice of the proposed appointment is filed at a select board meeting, unless the select board shall, within such period and by a majority vote, vote to reject such proposed appointment, or has sooner voted to affirm it.

- (c) The town manager shall appoint, based upon merit and qualifications:
- i. a director of assessing, with the consent of the board of assessors;
 - ii. a town planner, with the consent of the planning board;
 - iii. a director of public health, with the consent of the board of health;
 - iv. a library director, with the consent of the board of library trustees;
 - v. a recreation director, with the consent of the recreation commission; and
 - vi. a director of public works, with the consent of the board of public works.

Comment [CMM21]: Are two directors needed?

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Comment [mjw22]: Decision point 9 Are there any that should be specifically referenced here? Are there any exceptions to this?

Comment [CMM23]: Will TM appoint all subordinates within these departments? Will those appointments be made by the Department Head with the consent of the Town Manager or with the consent of the applicable board?

Comment [CMM24]: Town does not have a Charter but does have special acts and codes. Need to clarify. To avoid a conflict between this Act and any Code provision, this Act should prevail.

Comment [CMM25]: Should this appointment still be subject to ratification by the BOS?

Comment [CMM26]: There is a disconnect between this provision and subsection (e), where appointments made under subsection (c) are immediate. Need to reconcile provisions. Perhaps it would be more clear to state: "With the exception of appointments made by the Town Manager under subsection (c) which shall be effective immediately, all other appointments made by the Town Manager shall become effective on the 15th day following the day on which notice is filed with the select board..." Then subsection (e) could be deleted.

Comment [mjw27]: Decision point 10: Are there any exceptions to this? Should it apply to department heads only, or all staff?

3/7: No decision made on this

Comment [CMM28]: There are also positions listed in Ch. 320 of the Acts of 2004 and Town Code Ch. 60. Should we list all titles or simply that TM appoints all department heads, officers and subordinates for who no other method of appointment is made by this Act?

Comment [mjw29]: Decision point 11: The hiring process could also be set up the other way around. Instead of the board bringing a candidate to the town administrator, the town administrator could bring a proposed candidate to the board for approval. Either way could work, as long as both have a role, and the town administrator is the actual appointing authority.

3/7: No decision made on this

Comment [mjw30]:
3/7: deleted per meeting

Comment [LA31]: BoLT requests language that gives control to BoLT with assistance of HR

For the purposes of this section, consent shall mean that each multiple-member body cited herein shall interview job candidates and make appointment recommendations to the town manager. The town manager shall not make an appointment under this section without the consent of the multiple-member body cited herein. Appointment made by the town manager under this Section shall be effectively immediately, unless some later date is established. In the case of employees appointed under this section, the town manager shall inform the chair of the appropriate multiple-member body prior to the commencement of any disciplinary action or termination process, except in cases of an emergency, and provide an opportunity to the chair to confidentially comment on the proposed action directly to the town manager.

~~(d) Relative to appointments made by the town manager under subsection (c) of section 5-5, the policies established by each multiple-member body derived directly from statutory authority shall be the non-administrative policy adhered to by the town manager and the town manager's staff.~~

Comment [CMM32]: No Section 5-5. Should this be Section 6C(c)?

Comment [mjw33]: 3/7: Researching text to make this clearer/more explicit, per meeting

~~(e) Appointments made by the town manager under subsection (c) of this section shall be effective immediately and shall not be subject to rejection by vote of the select board.~~

SECTION 6D. COLLECTIVE BARGAINING RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town manager shall serve as the agent of the select board and negotiate collective bargaining contracts on behalf of the select board in accordance with G.L. c. 150E; provided, however, that such contracts shall be subject to approval, ratification, and execution by the select board.

(b) The select board may authorize use of additional counsel or persons to assist the town manager in the negotiations at its discretion.

(c) The town manager may appoint a human resources manager to assist with collective bargaining.

SECTION 6E. PROCUREMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

The town manager shall be the chief procurement officer, pursuant to ~~chapter 30B~~ of the General Laws and all other applicable statutes, procedures, and bylaws, shall be responsible for purchasing for all town functions and departments, and shall award all contracts needed for the operation of all town functions and departments, except for the school department, unless otherwise specifically requested by the school committee. The town manager may, in his or her discretion, delegate any procurement responsibilities to department heads.

Comment [CMM34]: Include Chapter 30, §29M or Chapter 149? Or just delete "Chapter 30B"

SECTION 7. ORGANIZATION OF AGENCIES

The town manager may, subject only to express prohibitions in the General Laws, propose to reorganize, consolidate, establish, or abolish any department, position or function, which shall be subject to the select board's approval. ~~With the approval of both the select board and finance committee, the town manager may transfer all or part of any unexpended appropriation of a discontinued department, board, or office to any other town department, board, or office under the select board's jurisdiction.~~

Comment [CMM35]: I question whether it is necessary to include this in a special act. A reorganization does not necessarily require that funds be transferred but that someone else becomes authorized to expend those funds. We also need to be mindful of Town Meeting's role in transferring funds.

SECTION 8. CONTINUATION OF EXISTING LAWS, CONTRACTS, AND EMPLOYMENT

(a) All laws, bylaws, votes, rules and regulations whether enacted by authority of the Town or any other authority, which are in force in the Town of Wayland on the effective date of this Act, or any portion or portions thereof, not inconsistent with the provisions of this act, shall continue in full force and effect until otherwise provided by other law, bylaws, votes, rules and regulations, respectively.

(b) No contract existing and no action at law or suit in equity, or other proceeding pending on the effective date of this act, or the time of revocation of such acceptance, shall be affected by such acceptance or revocation of this act.

(c) Any person holding a town office or employment under the Town shall retain such office or employment and shall continue to perform the office or employment's duties until provisions shall have been made in accordance with this act for the performance of said duties by another person or agency. No person who continues in the permanent full-time service or employment of the Town shall forfeit pay grade or time in service.

(d) If any provision of this Act conflicts with any provisions of any special act, by-law, rule or regulation of the town, the provisions of this Act shall govern.

(e) All town departments, boards, committees and commissions shall continue to perform their duties as set forth under any general or special law or bylaw, unless specifically modified by this Act or unless and until their duties have been transferred to another town department, board, committee and commission pursuant to Section 7.

Comment [CMM36]: I suggest deleting this sentence. Other than the TA, no other position is impacted by this Act. Any further reorganizations, consolidations, etc. would be subject to bargaining with applicable unions.

SECTION 9. DISPOSITION OF CERTAIN SPECIAL LAWS

(a) Unless specifically addressed by this Act, any special laws, and any amendment thereto, which were enacted for special purposes and were limited in time by their own provisions, or are otherwise hereby recognized as obsolete and are to stand repealed, but all acts taken under the authority of the said special laws is hereby preserved: [put list here]

(b) Upon the passage of this Act, the position of the Town Administrator shall be abolished; however, the incumbent Town Administrator shall continue to serve until a town manager is appointed. Chapter 320 of the Acts of 2004, An Act Relative to the Position of Town Administrator in the Town of Wayland, shall be repealed, upon the effective date of this Act, and all right, duties and powers exercised by the Town Administrator pursuant to Chapter 320 of the Acts of 2004 shall transfer to the town manager, unless otherwise provided for under this Act.

Comment [CMM37]: You could also abolish the TA position on a date certain, such as 60 days following passage of the Act, which would allow the BOS time to appoint a TM. Another option is to include language such as:

The position of town administrator shall be abolished upon the assumption of office by the town manager. Should the position become vacant prior to the town manager assuming the duties of the office, the board of selectmen may appoint an acting town administrator to serve until the assumption of the duties of office by the town manager

SECTION 10. INCUMBENT TOWN CLERK

The incumbent in the office of town clerk shall continue to serve until the expiration of the term for which elected as town clerk, and at the expiration of that term the town clerk shall be appointed as provided in Section 6C of this Act. If the incumbent in the office of town clerk vacates said office prior to

the expiration of the term for which elected town clerk, the office of town clerk shall cease to be an elected position and shall be appointed as provided in Section 6C of this Act.

SECTION 11

SECTION 10. SUBMISSION TO VOTERS

This act shall be submitted to the voters of the Town of Wayland for acceptance at an annual or special town election in the form of the following question:—

"Shall an act passed by the General Court in the year 2018 titled 'An Act Relative To The Position Of Town Manager In The Town Of Wayland,' be accepted?"

The Town shall include below the ballot question a fair and concise summary thereof prepared by town counsel and approved by the select board. If a majority of votes cast in answer to this question is in the affirmative, Sections 1 through 9 of this act shall take effect sixty (60) days following acceptance by the voters.—

SECTION 11. TIME OF TAKING EFFECT

Section 10 of this Act shall take effect upon its passage.

Comment [mjw38]: Decision point 12: The board could also decide to make it so this takes effect on passage and does not require going back to the voters.

3/7: no decision on this yet

Comment [mjw39]: Note that further transition provisions may be necessary, but these should be filled in only after all other decisions are made.

641232/WAYL/0001

13.) Draft minutes
of BOS meeting
12/3/18



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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
DOUGLAS A. LEVINE

DRAFT

Board of Selectmen
Meeting Minutes
December 3, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland

Attendance: Lea T. Anderson, Mary M. Antes, Cherry C. Karlson, Louis M. Jurist, Douglas A. Levine

Also Present: Town Administrator Louise Miller, Assistant Town Administrator Beth Doucette

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 7:00 p.m. in the Selectmen's Meeting Room in the Wayland Town Building when a quorum was present, noted that the meeting will likely be broadcast and videotaped for later broadcast by WayCAM, and reviewed the agenda for the public. (Note: due to recording issues, audio and visual tape was not available until about 18 minutes into the meeting.)

A2. Announcements and Public Comment There were no announcements.

Jonathan Buchman, owner of 231 and 241 Boston Post Road, discussed the drainage issues impacting the parking lot and basement of his properties. His property abuts the wetlands/pond along the Town Building access road to Pelham Island Road. He believes it is a drainage pipe issue related to debris and beaver activity, and he has discussed it with the DPW and Conservation. J. Buchman suggested a box culvert as a solution and asked the Board to oversee and coordinate a fix for the drainage and the potential liability issue on his property.

Leonard Carapezza, owner of 233 Boston Post Road and resident, spoke on the same issue and agreed with the comments made by J. Buchman. He has been in town for 48 years. His opinion is that the beavers are winning the battle, and the Town needs to outsmart them.

Tom Maglione, 29 Rice Road, addressed the Board about his public records request related to the Loker field development expenditures. He is still waiting for the records and asked when he will get them. He understands that the design funds have been overspent and questioned who is responsible for project financial oversight. Finally, he asked when the Recreation Commission will stop pushing this project through. He suggested the Board review the most recent PMBC meeting discussion on the topic. Related to the potential 2019 debt exclusion ballot question, T. Maglione requested that the High School and Loker field projects be two separate questions.

Molly Upton, 23 Bayfield Road, complimented the Town's cross-department collaboration in addressing the Dudley Pond flooding situation. She said that today's work went well and also included good coordination with the MWRA to address the rising waters.

A4. Public Hearing on Tax Classification and Tax Recapitulation and votes to adopt FY19 tax rate
At 7:15pm, L. Anderson started the hearing on the FY2019 Tax Classification and Tax Recapitulation. The Finance Director, Board of Assessors, Director of Assessing, and Town Clerk were also in attendance. Susan Rufo, Chair of the Board of Assessors, presented the FY2019 Tax Classification document to the Board. She noted there were no changes from the draft that was posted, reviewed the purpose of the

presentation and went through the presentation page by page. Copies were provided to the attending public, the document was in the Board packet and also available online. S. Rufo noted the average single-family assessment increased 4.85% to \$750,500 while the CIP (Commercial, Industrial, Personal Property) only increased 3.63%, continuing the tax shift to residential properties. New growth is down 37% from FY2018 levels. S. Rufo reviewed how tax rates are calculated and noted that the proposed rate for FY19 is \$18.28 dependent on votes taken by the BoS tonight.

At 7:18pm, audio and video recording started. L. Anderson announced again that the meeting was being recorded.

S. Rufo reviewed the options for Board consideration (starting on page 11) – a minimum residential factor (split tax rate), residential exemption and small commercial exemption. Wayland does not have any properties eligible for the open space discount. She explained that a single tax rate for residential and commercial properties would be a factor of 1. Pages 13, 14, and 15, show the breakdown of possible impacts with a shift of tax from residential to commercial. Page 16 explains the selection of an open space discount, with Wayland having 43 properties participating in the Chapter land program under M.G.L. 61a and 61b. There are 13 classified as 61a agricultural horticulture lands with the remaining properties in the recreation category. The discount ranges from 75-98%, and the open space discount has a maximum discount of 25%.

S. Rufo explained that the Board of Assessors presented information on the residential exemption to the Finance Committee at its last meeting. They discussed the different scenarios of the towns that have successfully adopted the residential exemption. S. Rufo stated the residential exemption is geared toward seasonal towns and/or communities with a high population of rental properties. Wayland is about 97.5% owner occupied and does not fit the model. S. Rufo reviewed the commercial exemption and noted how many properties would fall under that option.

L. Anderson thanked S. Rufo for her presentation. There were no questions from attendees. D. Levine asked if the Town has ever had a split tax rate. C. Karlson said no, although it was considered at the time of the Town Center development. The Board commented on the town's limited commercial tax base.

C. Karlson moved, seconded by M. Antes, that for the FY2019 tax rate, the Board of Selectmen vote to establish the residential tax factor of 1. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson moved, seconded by M. Antes, that the Board of Selectmen vote not to adopt a residential exemption for FY2019. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson moved, seconded by M. Antes, that the Board of Selectmen vote not to adopt a small commercial exemption for FY2019. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Finance Director Brian Keveny came before the Board to discuss the FY19 tax recap report as presented in the Board's packet. He noted an edit on page 4, in which the amount of \$375,000 should be for FY18. He reviewed the document while highlighting a few points – particularly, town meeting votes, the FY19 local receipts of \$4.9M and estimate of \$5M for FY20. He noted the driver of local receipts is motor vehicle excise tax while Ch. 70 funding is the driver for state revenue.

He reviewed the final numbers including \$90M in appropriations, \$17,000 Cherry Sheet Assets, \$266,000 allowance for overlay, \$5.7M in State Aid, \$4.9M in Local receipts, \$5M in enterprise funds appropriations with no taxation being used to support enterprise fund appropriations or Community Preservation Fund items of approximately \$1M. Other items include free cash is \$1.9M, \$2.9M in other funds contributed and the sum of other revenues is about \$21M, with the final number on the recap being \$68.9M.

B. Keveny provided a handout to compare FY19 numbers to FY18. The total valuation has increased by about 4.5% and the tax rate will be \$18.28, if approved by DOR. B. Keveny thanked the Town Clerk and Assessor for the collective effort to complete this work. L. Anderson expressed thanks on behalf of the Board.

A3. Licensing

- **Vote to approve renewal of liquor licenses, common victualler licenses, entertainment licenses, used car dealer licenses, and sale of second hand articles licenses.**
- **Vote to amend the current annual town licensing fees for five specific classifications of licenses when approved by the ABCC in the months of November or December.**
- **Vote to approve Testa's Restaurant Group, LLC, d/b/a Giacomo's Restaurant Wayland, to pay a pro-rated fee of \$500 for their 2018 Alcoholic Beverage/Common Victualler certificate.**

L. Miller referred to the list of licenses at each Board member's place. She also noted that three businesses have pending items before a liquor license can be issued: China Rose, The Villa Restaurant and 110 Grill. At the December 17th meeting, the Board will complete its licensing work. L. Miller called attention to the memo in the Board's packet on prorating licensing fees for those licenses approved in November or December of any year. M. Antes asked if the Board was going to discuss the level of fees. C. Karlson had the same question and wondered if it should be a follow up item.

M. Antes moved, seconded by C. Karlson, to vote to approve renewal of liquor licenses, common victualler licenses, entertainment licenses, used car dealer licenses, and sale of second hand articles licenses. C. Karlson noted there are three liquor license that are contingent on corrective actions. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson moved, seconded by M. Antes, to amend the current annual town licensing fees for five specific classifications of licenses when approved by the ABCC in the months of November or December. The chart is referenced in the packet on page 4. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

M. Antes moved, seconded by D. Levine, to vote to approve Testa's Restaurant Group, LLC, d/b/a Giacomo's Restaurant Wayland, to pay a pro-rated fee of \$500 for their 2018 Alcoholic Beverage/Common Victualler certificate. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. Stormwater Funding Options for FY 20 Budget Update L. Anderson noted that BoPW member Cliff Lewis was in attendance for this agenda item. L. Miller discussed opening discussion for how Stormwater will be funded in FY20 and beyond. She wants to start a discussion of alternatives to fund this new budget item. An engineering study will be completed this year which will help identify the work to be done. It is not sustainable to fund these increasing expenses through the operating budget. Some towns have set up enterprise funds or fees, and she would like to explore funding options with the BoPW and report back to the Board. A discussion ensued about what other communities have done. C. Karlson discussed a friend's experience with Millis' stormwater billing. L. Miller doesn't think there is enough time to put something on the Warrant for the 2019 Annual Town Meeting; she proposes breaking out a line item for storm water in the budget, so it is a separate line in the budget and residents get used to seeing it.

A6. Vote to open warrants for 2019 Annual Town Meeting and Town Election C. Karlson moved, seconded by D. Levine, that on December 3, 2018 the Board of Selectmen vote to open the warrant for the Annual Town Meeting to begin on Monday, April 29, 2019 at 7 p.m. in the Wayland High School Field House and the Annual Election to be held on Tuesday, April 23, 2019 at designated polling places. The warrant for said Annual Town Meeting will be open from Friday, December 14, 2018 at 8:30 a.m. to Tuesday, January 15, 2019 at 4:30pm. In accordance with Ch. 36, section 36-3 of the Code of the Town of Wayland, all articles for consideration and inclusion in said warrant shall be submitted to the Selectmen's Office in the Wayland Town Building at 41 Cochituate Road, Wayland, MA by 4:30pm on Tuesday, January 15, 2019. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A7. Town Administrator's Report

1. **Correspondence** Letters were sent to residents who appealed the private road snow plowing decisions. C. Karlson asked if a letter could be sent to a resident who missed the filing deadline (but whose road was discussed) as a courtesy.
2. **Green Community Annual Report** L. Miller said the report was just submitted and provided the following update to the Board. The Town received a grant of \$250,000 and has four projects under

the grant. She briefly discussed the projects. Conversion of streetlights to LED will be done in two weeks. She anticipates requesting that the DPW take over the streetlights and maintenance in the future, noting that the Town has received great feedback from residents about the strength of the light. Annual cost savings are anticipated to be \$47,000 in electrical costs with a two-year return on investment. The almost \$90,000 project to replace lights in Town Building was completed with grant funds and has an anticipated savings of about \$10,000/year. Finally, the Town anticipates completing the purchase of three electric/hybrid vehicles this year. C. Karlson said the Energy and Climate Committee is looking to apply for another grant in January.

3. **Wayland Rod and Gun Club Property and Verizon cell tower update** The cell tower location decision is before the ZBA, and the Town anticipates a decision in the middle of January. L. Miller noted that under the law it is very difficult to prevent a cell tower if there is gap in cell coverage and no other suitable locations. If the tower goes forward on Rod and Gun Club property as proposed, the portion of the property holding the tower would no longer be eligible for Chp 61b. There will need to be a decision by the Board because it would change the tax status for part of the Rod and Gun Club property, and the Board has the right of first refusal on the land.
4. **Financial Policy Update:**
 - a. **Finance Committee: Letter to Board of Selectmen dated November 26, 2018 re: Recommendations Amend the OPEB Trust Document** The letter is for the Board's consideration, but no response is required at this time.. C. Karlson noted there were a few OPEB items the Board was going to revisit, but at the time there was no urgency. This issue also overlapped the change in Town Counsel. L. Anderson noted that the funds are being managed by PRIT.
 - b. **Collins Draft Financial Management Policies** This is still an open issue, and there is still some money left to spend. A draft copy of the policies drafted by the Collins Center was provided in the packet and at each place.
5. **Annual Town Meeting Schedule** L. Miller presented the proposed Annual Town Meeting Schedule, which was revised as recently as today. She noted the FinCom wants to know the date for the Warrant Hearing. L. Anderson suggested putting the schedule on the website soon. C. Karlson said she will look at the article submission form that was used last year but would like the office of the Town Administrator to push back on articles that are submitted without the article submission form completely filled out. The Board reviewed the ATM schedule.
6. **Mass DOT Update: Route 20 property as potential use for school buses** Mass DOT is interested in leasing out its property in a public private partnership with Wayland and Herb Chambers as a potential use for parking 19 Wayland school buses and vehicle storage for Herb Chambers. The Town will need to enter into a lease or determine the proper real estate transaction. L. Miller said she will confirm with Town Counsel whether a special act is required and how to bring it to Town Meeting. The property could be available as soon as March or April 2019. Work at River's Edge is progressing.
7. **Open Meeting Law Response to George Harris complaint of November 13, 2018** The response was submitted, and the Town received an acknowledgement note. The Board discussed the proposal of amending the minutes of Oct. 15, 2018, regarding the Special Act language. L. Miller suggested adding an asterisk with a footnoted notation explaining what "Special Act" refers to.

C. Karlson moved, seconded by M. Antes, to amend the minutes of October 15, 2018 in agenda item 6, which shows in two places, to have a footnote that refers to the Town Manager Special Act and the Board will leave the precise wording to the Town Administrator's office. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. Minutes: Review and vote to approve regular session minutes of November 5, 2018, November 13, 2018 and November 19, 2018. C. Karlson moved, seconded by M. Antes, to approve the regular session minutes as amended of November 5, 13 and 19, 2018. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A9. Consent Calendar: Review and vote to approve (see separate sheet)

1. **Vote the question of approving and signing the weekly payroll and expense warrants**
2. **Vote the question of approving the invoice from KP Law, dated October 24, 2018, Invoice No. 118113, for professional service through September 30, 2018, in the amount of \$918.49**

M. Antes moved, seconded by C. Karlson, to approve the Consent Calendar. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A10. Correspondence Review C. Karlson thanked L. Miller for sending all of the letters related to plowing of private roads.

A11. Selectmen's reports and concerns D. Levine asked if the new intersection of Rtes. 27 and 30 is working well.

A12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any None.

A13. Adjourn D. Levine moved, seconded by L. Jurist, to adjourn the meeting at 8:50 p.m. YEA: L. Anderson, M. Antes, C. Karlson, L. Jurist, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of December 3, 2018.

1. Draft of 2019 Annual Town Election/Annual Town Meeting Schedule
2. Hard copy draft of Financial Management Policies
3. Correspondence from Teri Hegarty, Executive Assistant, to Board of Selectmen, dated December 3, 2018 Re: 2019 License Renewals
4. Hard copy draft of Town of Wayland Fiscal Year 2019 Tax Classification Hearing PPT
5. Hard copy draft of Tax Rate – Bureau of Accounts: Documents for Public Hearing by the Board of Selectmen
6. Comparison of FY18 and FY19 Tax Recap information, provided by B. Keveny
7. Copies of the December 2018 issue of "The Beacon," a publication of the Massachusetts Municipal Association to L. Anderson, C. Karlson, D. Levine, and L. Jurist

Items Included as Part of Agenda Packet for Discussion During the December 3, 2018 Board of Selectmen's Meeting

1. Correspondence from Teri Hegarty, Executive Assistant, to Board of Selectmen, dated December 3, 2018, re: Liquor License Renewal for 2018 for Testa's Restaurant Group, LLC d/ b/ a Giacomo's Restaurant Wayland
2. Correspondence to Wayland resident George Harris from Lea Anderson, Chair, Wayland Board of Selectmen, dated November 27, 2018, re: Open Meeting Law compliant
3. Open Meeting Law complaint filed by George Harris dated November 13, 2018
4. Board of Selectmen meeting minutes of October 29, 2018
5. Draft of Board of Selectmen minutes of November 5, 2018, November 13, 2018 and November 19, 2018
6. Correspondence from the Wayland Finance Committee to the Board of Selectmen dated November 26, 2018 re: Recommendations to Amend the OPEB Trust Document
7. Draft of Financial Management Policies

**PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM
NOVEMBER 29, 2018 THROUGH AND INCLUDING DECEMBER 13, 2018,
OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE
PACKET FOR DECEMBER 17, 2018**

Items distributed to the Board of Selectmen – November 29, 2018 – December 12, 2018

1 MMA Annual Meeting confirmations for Mary Antes, Cherry Karlson, Lea Anderson, Louise Miller, Elizabeth Doucette and David Porter.

**Items Distributed for Information and Use by the Board of Selectmen at the Meeting of
December 3, 2018.**

1. Draft of 2019 Annual Town Election/Annual Town Meeting Schedule
2. Hard copy draft of Financial Management Policies
3. Correspondence from Teri Hegarty, Executive Assistant, to Board of Selectmen, dated December 3, 2018
Re: 2019 License Renewals
4. Hard copy draft of Town of Wayland Fiscal Year 2019 Tax Classification Hearing PPT
5. Hard copy draft of Tax Rate – Bureau of Accounts: Documents for Public Hearing by the Board of Selectmen
6. Copies of the December 2018 issue of “The Beacon,” a publication of the Massachusetts Municipal Association to Lea Anderson, Cherry Karlson, David Levine, and Louis Jurist

Items included as part of the Agenda Packet for discussion during the December 17, 2018

1. Correspondence from Elizabeth Doucette, Asst. Town Administrator, to the Board of Selectmen, dated December 17, 2019, re: request to vote to approve Historic Preservation Restriction Agreement
2. Historic Preservation Restriction Agreement between Trinitarian Congregational Church and Town of Wayland by and through the Wayland Historical Commission
3. Correspondence from Teri Hegarty, Executive Assistant to the Town Administrator, dated December 17, 2018, re: 2019 License Renewals
4. Correspondence from Zoe Pierce, Treasurer/Collector, to the Board of Selectmen, dated December 11, 2018, re: Treasurer’s Presentation – OPEB Performance Update
5. Powerpoint Presentation – OPEB Performance Update
6. Correspondence from resident Jake Mohnkern to Teri Hegarty, Executive Assistant to the Town Administrator, dated December 13, 2018 re: Cable Advisory Committee
7. Correspondence from resident Ken Isaacson, to Louise Miller, Town Administrator, dated November 15, 2018 re: Cable Advisory Committee
8. Correspondence from resident Sumita Dutta, to Teri Hegarty, Executive Assistant to the Town Administrator, dated December 13, 2018 re: Cable Advisory Committee
9. Correspondence from Lea Anderson, Chair, Board of Selectmen, to the Board of Selectmen, dated December 14, 2018, re: Town Manager Special Act.
10. Draft – An Act Establishing the Position of Town Manager in the Town of Wayland
11. Draft Board of Selectmen minutes of December 3, 2018

BOARD OF SELECTMEN
Monday, December 17, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road
Wayland, MA

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote the question of approving the invoice from KP Law, Invoice No. 118613, dated November 21, 2018, in the amount of \$615.44 for professional service through October 31, 2018
3. Vote the question of approving the invoice from KP Law, Invoice No. 118640, dated November 21, 2018, in the amount of \$14,870.93 for professional service through October 31, 2018
4. Vote the question of approving the invoice from Valerio, Dominello & Hillman, Invoice Number 9, dated November 6, 2018, in the amount of \$3,558.85 for legal services rendered through October 31, 2018
5. Vote the question of approving the invoice form Valerio, Dominello & Hillman, Invoice Number 10, dated December 5, 2018, in the amount of \$6,428.91 for legal services rendered through November 30, 2018
6. Vote the question of designating Lea Anderson, Chair, Board of Selectmen, as the sole signatory to sign off on all 2019 ABCC and liquor license renewal reports

RECEIVED

NOV 29 2018

Board of Selectmen
Town of Wayland

KP LAW, P.C.
101 ARCH STREET
BOSTON, MA 02110
(617) 556-0007

INVOICE NO: 118613

WAYLAND TAX
MS. NAN BALMER
WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

October 31, 2018

November 21, 2018

TOTAL FEES:	\$407.00
TOTAL COSTS:	<u>\$208.44</u>
BALANCE DUE:	<u>\$615.44</u>

OK - [Signature]

KP LAW, P.C.

101 ARCH STREET
BOSTON, MA 02110
(617) 556-0007

INVOICE NO: 118640

WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

October 31, 2018

November 21, 2018

TOTAL FEES:	\$14,596.50
TOTAL COSTS:	<u>\$274.43</u>
BALANCE DUE:	<u>\$14,870.93</u>



Valerio
Dominello &
Hillman, LLC

One University Avenue
Suite 300B
Westwood, MA 02090

T: 617.862.2005
F: 617.862.2025
W: VDHBoston.com

RECEIVED

November 6, 2018

NOV 08 2018

Board of Selectmen
Town of Wayland

Town of Wayland
ATTN: Louise Miller
41 Cochituate Road
Wayland, MA 01778

BREAKDOWN OF LEGAL SERVICES RENDERED THROUGH 10/31/18

	<u>Hours</u>	<u>Total</u>
<u>Invoice Number 9</u>	19.15	\$3,556.75
TOTAL FEES		\$3,556.75
TOTAL EXPENSES		\$2.10
TOTAL DUE		<u>\$3,558.85</u>

1003.00

OK [Signature]



Valerio
Dominello &
Hillman, LLC

One University Avenue
Suite 300B
Westwood, MA 02090

RECEIVED

T: 617.862.2005
F: 617.862.2025
W: VDHBoston.com

DEC 07 2018

Board of Selectmen
Town of Wayland

December 5, 2018

Town of Wayland
ATTN: Louise Miller
41 Cochituate Road
Wayland, MA 01778

BREAKDOWN OF LEGAL SERVICES RENDERED THROUGH 11/30/18

	<u>Hours</u>	<u>Total</u>
Invoice Number 10	30.20	\$6,369.00
TOTAL FEES		\$6,369.00
TOTAL EXPENSES		\$59.91
TOTAL DUE		<u>\$6,428.91</u>

1003.00

OK [Signature]
EAD

BOARD OF SELECTMEN
Monday, December 17, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

CORRESPONDENCE

1. Correspondence from Greg Franks, Sr. Manager, Government Affairs, Xfinity, to the Board of Selectmen, dated December 4, 2018 re: Star India Channel Updates
2. Correspondence from Louise Miller, Wayland Town Administrator, to Wayland resident Loring Hamlen, dated December 8, 2018 re: appeal of plowing decision
3. Correspondence from Wayland resident Judy Orloff, to the Board of Selectmen, dated November 28, 2018, re: thank you for your help in running the town and wet lands are on the increase in Wayland
4. Correspondence from Tonya Largy, Member, Wayland Historical Commission and Coordinator, Wayland Archaeology Group, to Lea Anderson, Chair, Wayland Board of Selectmen, dated December 3, 2018 re: 40 B project, Boston Post Road
5. Correspondence from Sarah Bursky, National Park Service Community Planner, on behalf of the River Stewardship Council, to the municipal and organizational partners of the Wild and Scenic River Program, dated November 1, 2018 re: draft update of the Sudbury, Assabet and Concord Wild and Scenic River Conservation Plan.