

PACKET

AUGUST 6

2018



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

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 August 3, 2018
BOARD OF SELECTMEN
Monday, August 6, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

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. Liquor License Violation Hearing: China Rose, 15 East Plain Street
- 7:30 pm 4. Liquor License Violation Hearing: Wayland Variety and Deli, 70 Boston Post Road
- 7:50 pm 5. Liquor License Violation Hearing: Wayland Country Club, 121 Old Sudbury Road
- 8:10 pm 6. FY20 Budget Timetable: Review and vote to approve
- 8:25 pm 7. 2018 Special Town Meeting: Vote to call special Town Meeting and vote to open warrant for period August 22 at 8:30 AM to August 30 until 4:30 PM
- 8:30 pm 8. Town Administrator Search:
- Vote to sign contract with new Town Administrator, Louise L. E. Miller
 - Vote to disband Town Administrator Screening Committee

BOARD OF SELECTMEN
Monday, August 6, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda – Page Two

- 8:40 pm 9. Assistant Town Administrator's Report
1) Correspondence
2) Fiscal Year 2018 Legal Summary
3) Calendar - Meeting Dates
- 8:45 pm 10. Minutes: Review and vote to approve the minutes of July 9, 2018, July 16, 2018 and July 23, 2018
- 8:50 pm 11. Consent Calendar: Review and vote to approve (see separate sheet)
- 8:55 pm 12. Correspondence Review
- 9:00 pm 13. Selectmen's Reports and Concerns
- 9:05 pm 14. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 9:10 pm 15. Executive Session: Enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road, and pursuant to Section 21 (a) (3) to discuss strategy with respect to litigation regarding the Agreement with Twenty Wayland, LLC and the Town of Wayland
- 9:25 pm 16. Adjourn

3. Liquor License Hearings

PROCEDURE FOR LIQUOR LICENSE HEARING

1. Open the hearing by declaration of the Chair
2. Read the Notice of Hearing sent by the Town Administrator to the Licensee.
3. Explain the order of presentation of evidence
 - a) The Chief of Police will present evidence relative to the alleged violation.
 - b) The licensee or its counsel can question the Chief and his officers about the evidence they presented.
 - c) The Selectmen may question the Chief and his officers about the evidence they presented.
 - d) The licensee or its counsel may present evidence in rebuttal to the evidence presented by the Chief and his officers.
 - e) The Chief may question the licensee or any of its witnesses about the rebuttal evidence presented
 - f) The Selectmen may question the licensee or any of its witnesses about the rebuttal evidence presented
 - g) The licensee or its counsel will be allowed to summarize its case
 - h) The Chief will summarize his case and make a recommendation
4. State that the Rules of Evidence will not be applied during the hearing but the Board expects that the Police Department and the Licensee will present credible and reliable evidence in a clear and concise manner. Objections are discouraged.
5. State that at the close of the hearing, the Board will either take the matter under advisement and make a decision at a later meeting or it will deliberate and make a decision tonight.
6. Ask the Police Chief to present any evidence he has relative to the alleged violations.
7. Allow the licensee or its counsel to question the Chief and any of his officers about the evidence they presented.
8. Allow the Selectmen to question the Chief and any of his officers about the evidence they presented.
9. Allow the licensee or its counsel to present evidence in rebuttal to the evidence presented by the Chief and any of his officers.
10. Allow the Chief to question the licensee or any of its witnesses about the rebuttal evidence presented.
11. Allow the Selectmen to question the licensee or any of its witnesses about the rebuttal evidence presented.
12. Ask the licensee or its counsel to summarize the licensee's case.
13. Ask the Chief to summarize his case and make a recommendation.
14. Upon motion, close the hearing.
15. Deliberate, consult with the Town Administrator and Town Counsel and vote on a decision.



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

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

3. Liquor License
Hearing
China Rose

July 30, 2018

Mr. Bei Deng
China Rose Restaurant
15 East Plain Street
Wayland, MA 01778

Notice of Hearing

Please be advised that you are requested to attend a hearing for a liquor license violation scheduled for Monday, August 6, 2018 at 7:10 p.m. at the Town Building (Selectmen's Meeting Room) located at 41 Cochituate Road, Wayland.

The hearing is for violation of Massachusetts General Laws Chapter 138, Section 34 regarding the sale of alcoholic beverages to persons under twenty-one years of age. This violation is alleged to have occurred on July 9, 2018.

Please contact my office at (508) 358-6821 to confirm availability.

Sincerely,

Elizabeth Doucette
Assistant Town Administrator

cc: P. Swanick, Chief of Police



NAN BALMER
TOWN ADMINISTRATOR
TEL (508) 358-7755
www.wayland.ma.us

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

4. Liquor
License
Hearing
Wayland Deli

July 30, 2018

Mr. Pankaj Patel
Wayland Variety and Deli
70 Boston Post Road
Wayland, MA 01778

Notice of Hearing

Please be advised that you are requested to attend a hearing for a liquor license violation scheduled for Monday, August 6, 2018 at 7:30 p.m. at the Town Building (Selectmen's Meeting Room) located at 41 Cochituate Road, Wayland.

The hearing is for violation of Massachusetts General Laws Chapter 138, Section 34 regarding the sale of alcoholic beverages to persons under twenty-one years of age. This violation is alleged to have occurred on July 9, 2018.

Please contact my office at (508) 358-6821 to confirm availability.

Sincerely,

Elizabeth Doucette
Assistant Town Administrator

cc: P. Swanick, Chief of Police



NAN BALMER
TOWN ADMINISTRATOR
TEL (508) 358-7755
www.wayland.ma.us

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

July 30, 2018

Mr. Robert Quirk
Wayland Country Club
121 Old Sudbury Road
Wayland, MA 01778

Notice of Hearing

Please be advised that you are requested to attend a hearing for a liquor license violation scheduled for Monday, August 6, 2018 at 7:50 p.m. at the Town Building (Selectmen's Meeting Room) located at 41 Cochituate Road, Wayland.

The hearing is for violation of Massachusetts General Laws Chapter 138, Section 34 regarding the sale of alcoholic beverages to persons under twenty-one years of age. This violation is alleged to have occurred on July 9, 2018.

Please contact my office at (508) 358-6821 to confirm availability.

Sincerely,

Elizabeth Doucette
Assistant Town Administrator

cc: P. Swanick, Chief of Police

5. Liquor License
Hearing
Wayland cc



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



PATRICK SWANICK
CHIEF OF POLICE

Memorandum

7/11/2018

To: Nan Balmer, Town Administrator

From: Chief Patrick Swanick

RE: Liquor Compliance Violations

The Wayland Police Department conducts compliance checks for all tobacco and alcohol establishments within the Town of Wayland.

On July 9, 2018 The Wayland Police conducted compliance checks of all the establishments licensed to sell alcohol in Wayland. An underage individual, working as an agent for the Wayland Police Department was allowed to purchase alcohol without showing proof of age at three establishments.

The businesses that allowed an underage person to purchase alcohol without proof of age were;

1. China Rose Restaurant, 15 East Plain Street
2. Wayland Variety and Deli, 70 Boston Post Road
3. Wayland Country Club, 121 Old Sudbury Road

The licensees are believed to be in violation of their liquor license because they sold alcohol to an underage person as documented in the attached report. In addition, the sales clerk and bartenders were not TIPS certified as required by the town's Rules and Provisions Regarding the Sale of Alcoholic Liquor. I respectfully request that the Board of Selectmen schedule a hearing in accordance with Chapter 138: Section 64 of the Massachusetts General Laws to hear evidence of these charges, and that the licensee be given notice of this hearing so they may be heard.

The licensee found to be in violation:

Bei Deng - Manager
China Rose
15 East Plain Street
Wayland, MA 01778

Robert Quirk - Manager
Wayland Country Club
121 Old Sudbury Road
Wayland, MA 01778

Pankaj Patel - Manager
Wayland Variety and Deli
70 Boston Post Road
Wayland, MA 01778

cc: Nan Balmer, Town Administrator
Board of Selectmen

Wayland Police Department

38 Cochituate Road
Wayland, MA 01778
(508) 358-4721

Incident Report**Incident Number: 2018000008804****File No: N/A****Dispatch Incident Number: 2018000009725****Print Date: July 10, 2018****Printed By: jberger**

Incident Information										
Occurred On/From	Day of Week	Date	Time	Occurred To	Day of Week	Date	Time	Reported On	Date	Time
	Mon	07/09/2018	5:04:55PM		Mon	07/09/2018	5:04:55PM	→	7/9/2018	5:04:55PM
Reported As			Incident Type - Primary				Arresting Officer			
PD-Compliance Check P:008804			PD-Compliance Check							
Incident Address							Reporting Officer			
38 COCHITUATE ROAD, WAYLAND, MA 01778							Det. Sergeant Jamie Berger (71JB)			
Sector		Stat. Area		Sub Stat. Area		Census Tract		Landmark		
NORTH										
Business Name				Incident Types - Other				Action Taken		
N/A								Logged		

Related Incident Summary			
Incident No.	Date	Nature	Notes
No Related Incidents reported for Incident #: 2018000008804			

Wayland Police Department

38 Cochituate Road
Wayland, MA 01778
(508) 358-4721
Incident Report

**Incident Number: 2018000008804****File No: N/A****Dispatch Incident Number: 2018000009725****Print Date: July 10, 2018****Printed By: jberger****Complaint Charges**

Seq #	Chapter	Section	Name(Last, First, MI)	Description of Offense
No Complaint Offenses Recorded for Incident #: 2018000008804				

Vehicle Info

Reg Plate - State (Year)	Vehicle Year, Make, Model	VIN	Primary Color	Second Color	Insurance Co.
No Vehicle Info Recorded for Incident #: 2018000008804					

Property

Property Number		Property Description				Status	Serial Number		Orig. Est. Value	
2018000000130		6pk Twisted Tea Half&Half				Open	N/A		\$0.00	
Weapon Type		Vehicle Ref.		Drug Type		Container		Loss Desc.	Category Desc.	
N/A		N/A		N/A		N/A		N/A	Evidence	
Year	Make	Model	Width	Length	Height	Weight	Caliber	Qty	Unit of Measure	Color
N/A	N/A	N/A	0	0	0	0	0	0.00	N/A	N/A
Owner: N/A										

Citations

Citation No	Code	Date	Status	Statute	Description
No Citations reported for Incident #: 2018000008804					

Permits

Permit No	Type	Issue Date	Expire Date	Status	Issued To/Notes
No Permits recorded for incident #: 2018000008804					

Wayland Police Department

38 Cochituate Road
Wayland, MA 01778
(508) 358-4721
Incident Report



Incident Number: 2018000008804

File No: N/A

Dispatch Incident Number: 2018000009725

Print Date: July 10, 2018

Printed By: jberger

Narratives for Incident Number 2018000008804 ? Yes

Other Narratives not authorized for print? None

Narratives this user authorized to print:

Narrative by: Det. Sergeant Jamie Berger (71JB) Division: Detective Division

<u>Date & Time</u>	<u>Narrative Description</u>	<u>Entered by</u>	<u>Status</u>	<u>Reviewed by</u>	<u>Last Edit Date</u>
07/10/2018 07:37	ALCOHOL COMPLIANCE CHECKS	Det. Sergeant Jamie Berger (71JB)	Open	Det. Sergeant Jamie Berger	07/10/2018

On Monday, July 9, 2018, I conducted underage alcohol compliance checks of all licensed liquor establishments within the Town of Wayland with the exception of Mel's Commonwealth Cafe and Broomstones, which were both closed at the time the compliance checks were conducted.

During these compliance checks, I sent individual(s) under 21 years of age into each establishment where they were asked to purchase alcohol without showing any identification.

These individuals, both female were aged 19 and 20. During these compliance checks the following establishments did not sell alcohol to the underage individuals"

Sperry's Liquors
Takara Restaurant
The Local
Prime Bar & Grill
Post Road Liquors
Mack's Gulf
Coach Grill
Dudley Chateau
The Villa Restaurant
Wayland Wine + Spirits
Donelan Supermarket
110 Grill
Lavin's Liquors
Sandy Burr Country Club

At approximately 1733 hrs, I sent one of the individuals into the Wayland Variety & Deli to purchase alcohol without presenting any identification. The individual entered into the store, selected a 6 pack of Twisted Tea, went to the counter in an attempt to purchase the alcohol. Once at the register, the clerk, who was later identified as "Robert" asked the individual for identification. The individual stated that she did not have identification and the clerk then proceeded to rind up the alcohol and completed the purchase. The individual exited the store and returned back to my vehicle. I entered into the store and spoke with the clerk. He stated that he had started working there a few months ago. I asked him if he was "TIPS" certified and he stated that he was not. I asked the clerk for the "TIPS" certification log for all employees and he did not know what I was talking about. I advised the clerk, that they had violations and a report would be forwarded to the Chief of Police and to the Board of Selectmen for the violations.

At approximately 1805 hrs, I sent one of the individuals into the China Rose Restaurant to purchase alcohol without presenting any identification. The individual entered into the bar area of the restaurant and ordered a Corona beer. There were two individuals behind the bar, a male and a female. The female, later identified as Hen Fen Yu, got a Corona beer out of the cooler, gave it to the owner, Jeff Mei, who served the underage individual. He then asked the individual, if she wanted a lime, and she stated yes. Jeff, the owner, took the Corona, placed a lime in it, then replaced it back in front of the underage individual. The underage individual, was never asked if she had identification. The underage individual communicated to me that she had been served and I entered into the restaurant. I spoke with the bartender, Yu, who gave me her name and stated that she was not "TIPS" certified. She did not speak English well. I then spoke with the owner, Jeff, who stated that the bartender, was not a bartender, that she was part of the wait staff, and did not serve alcohol normally. I asked him how long the bartender was employed by him and he would not give me a straight answer, and finally after repeating my question to him three times, he stated that she has been an employee for three months. I asked

Wayland Police Department

38 Cochituate Road
Wayland, MA 01778
(508) 358-4721
Incident Report

**Incident Number: 2018000008804****File No: N/A****Dispatch Incident Number: 2018000009725****Print Date: July 10, 2018****Printed By: jberger****Narrative by: Det. Sergeant Jamie Berger (71JB) Division: Detective Division (continued)**

<u>Date & Time</u>	<u>Narrative Description</u>	<u>Entered by</u>	<u>Status</u>	<u>Reviewed by</u>	<u>Last Edit Date</u>
07/10/2018 07:37	ALCOHOL COMPLIANCE CHECKS	Det. Sergeant Jamie Berger (71JB)	Open	Det. Sergeant Jamie Berger	07/10/2018

Jeff for the "TIPS" certifications for all employees and he went to the back room and came back without it, saying he could not locate it. I asked Jeff, if the employee is "TIPS" certified and he evaded the question. After several attempts to have him answer my question, he finally stated that she was not "TIPS" certified. I advised Jeff, that as in the past, a report would be filed with the Chief of Police and the Board of Selectmen for the alcohol violations, 1. Serving an underage individual, 2. "TIPS" Certification not on premises and 3. Bartender who is not "TIPS" certified.

At approximately 1845 hrs, I sent both underage individuals into the Wayland Country Club to purchase alcohol without presenting any identification. The individuals entered into the clubhouse, sat at the bar and ordered 2 budlight beers. The bartender, Debbie Dowd, asked them for identification and they told her that they did not have any. She then served them the 2 budlight beers. The underage individuals communicated to me that they had been served and I entered into the Wayland Country Club. I spoke with the bartender and advised her who I was and that she had served alcohol to two underage individuals. She immediately stated to me "I shouldn't have served them". I asked her if she was "TIPS" certified and she stated that she was. I asked her for her "TIPS" certification and she could not provide it. I asked her for the "TIPS" certification for all employees, and she could not provide it. While I was interacting with the bartender, a male employee, who started to raise his voice saying that "it was entrapment". I advised Dowd that a report would be forwarded to the Chief of Police and also the Board of Selectmen for the violations, 1. Serving an underage individual, 2. "TIPS" certification not on premises and 3. Bartender who is not "TIPS" certified.

The Wayland Police Department checks liquor establishments within the Town of Wayland twice a year in an attempt to prevent underage individuals from obtaining alcohol.

Respectfully Submitted,
Detective Sergeant Jamie D. Berger
Wayland Police Department

A handwritten signature in black ink, appearing to read "Ja D. Berger".

Signature - Reporting Officer

A handwritten signature in black ink, appearing to read "Ja D. Berger".

Signature - Reviewing Officer



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



PATRICK SWANICK
CHIEF OF POLICE

Memorandum

7/12/2018

To: Nan Balmer, Town Administrator
From: Chief Patrick Swanick
RE: China Rose Violation Recommendation

The Wayland Police Department conducts compliance checks for all tobacco and alcohol establishments within the Town of Wayland.

On July 9, 2018, The Wayland Police conducted compliance checks of all the establishments licensed to sell alcohol in Wayland. An underage individual, working as an agent for the Wayland Police Department, went into the China Rose Restaurant and was able to purchase a beer. The underage person was not asked for an I.D.

The Wayland detective identified himself to the bartender and asked her if she was TIPS Certified. The bartender responded in the negative. The owner/manager could not produce a TIPS Certification Log as required by the licensing authority.

In December 2014 the China Rose had its Liquor License suspended for a period of one day for; Server Not Possessing TIPS Certification, Failure to Maintain a Roster of Trained Personnel in an Accessible Place During Operating Hours, and for Not Having a Manager on the Premises.

I recommend that the Wayland Variety & Deli have their Liquor License suspended for a period of two days and be placed on probation for a period of one year. During the period of probation, any violation of Massachusetts Liquor Laws, Chapter 138, concerning the sale of alcoholic beverages may result in a penalty of a minimum of a three-day suspension of the liquor license for each violation.

cc: Nan Balmer, Town Administrator
Board of Selectmen



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN
MARY M. ANTES
ANTHONY V. BOSCHETTO
EDWARD J. COLLINS
CHERRY C. KARLSON
JOSEPH F. NOLAN

December 9, 2014

Jaisy Deng
China Rose LLC
15 East Plain Street
Wayland MA 01778

Decision of the Board of Selectmen

Liquor License Violation Hearing, December 8, 2014

For a Server not Possessing a TIPS Certification and Failure to Maintain a Roster of Trained Personnel in an Accessible Place During Operating Hours on November 14, 2014, and For Not Having a Manager on the Premises:

The liquor license for China Rose LLC, 15 East Plain Street, Wayland, is hereby suspended for a period of one day, on December 9, 2014. The licensee is also required to submit a Change of Manager application to the office of the Board of Selectmen by Wednesday, December 10, 2014, by 4:00 p.m. The licensee is also required to have the current manager of record, Jaisy Deng, on premises until such time as a new manager is approved.

Nan Balmer
Town Administrator

cc: Robert Irving, Chief of Police
Alcoholic Beverage Control Commission



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



PATRICK SWANICK
CHIEF OF POLICE

Memorandum

7/12/2018

To: Nan Balmer, Town Administrator
From: Chief Patrick Swanick
RE: Wayland Variety & Deli Liquor Violation Recommendation

The Wayland Police Department conducts compliance checks for all tobacco and alcohol establishments within the Town of Wayland.

On July 9, 2018, The Wayland Police conducted compliance checks of all the establishments licensed to sell alcohol in Wayland. An underage individual, working as an agent for the Wayland Police Department, went into Wayland Variety located at 70 Boston Post Road and was able to purchase a 6 pack of Twisted Tea. The underage person was not asked for an I.D.

The Wayland detectives identified himself to the clerk and asked if he was TIPS Certified. The clerk responded in the negative. The clerk could not produce a TIPS Certification Log as required by the licensing authority.

In November of 2012 the Wayland Variety & Deli had its Liquor License suspended for a period of two days for a similar offense.

I recommend that the Wayland Variety & Deli have their Liquor License suspended for a period of four days and be placed on probation for a period of one year. During the period of probation, any violation of Massachusetts Liquor Laws, Chapter 138, concerning the sale of alcoholic beverages may result in a penalty of a minimum of a five-day suspension of the liquor license for each violation.

cc: Nan Balmer, Town Administrator
Board of Selectmen



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

FREDERIC E. TURKINGTON JR.
TOWN ADMINISTRATOR
TEL (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN

JOHN BLADON
EDWARD J. COLLINS
STEVEN J. CORREIA
DOUGLAS J. LEARD
JOSEPH F. NOLAN

November 19, 2012

Mr. Pankaj Patel
Wayland Variety and Deli Corporation
70 Boston Post Road
Wayland MA 01778

Decision of the Board of Selectmen Liquor Violation Hearing, November 19, 2012

For allowing the sale of alcohol to an underage person and failure to maintain TIPS Certification on November 1st, 2012:

The liquor license for Wayland Variety and Deli Corporation is hereby suspended for a period of two days, November 30th and December 1st, 2012. All alcoholic beverages must be secured, covered and not exposed for sale during business hours of the establishment on that date. The liquor license of Wayland Variety and Deli Corporation is also placed on probation for a period of one year, commencing on November 20th, 2012 and ending on November 19th, 2013. During the period of probation, any violation of Massachusetts Liquor Laws, Chapter 138, or the rules supplement for "Provisions and Consumption of Alcoholic Beverages" will result in an automatic penalty of five days suspension of the liquor license for each separate violation. Furthermore, the licensee will provide the Chief of Police with a list of all servers of alcoholic beverages at Wayland Variety and Deli, accompanied with a certificate of completion for "Training for Intervention Procedures," or other acceptable alcohol server training program, within 60 days of November 19th, 2012. No sales of alcoholic beverages are to be made by any current employee not certified in an acceptable alcoholic server training program. Any new employees hired, as alcohol servers, during the next year must complete "Training for Intervention Procedures" or other acceptable alcohol server training, within sixty (60) days of their date of hire and a certificate of completion must be delivered to the Chief of Police.

Frederic E. Turkington Jr.
Town Administrator

cc: Robert Irving, Chief of Police
Alcohol Beverage Control Commission



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



PATRICK SWANICK
CHIEF OF POLICE

Memorandum

7/12/2018

To: Nan Balmer, Town Administrator
From: Chief Patrick Swanick
RE: Wayland Country Club Liquor Violation Recommendation

The Wayland Police Department conducts compliance checks for all tobacco and alcohol establishments within the Town of Wayland.

On July 9, 2017, The Wayland Police conducted compliance checks of all the establishments licensed to sell alcohol in Wayland. Two underage individuals, working as agents for the Wayland Police Department, went into the clubhouse of the Wayland Country Club and were able to purchase a beer. The underage individuals were not asked for an I.D.

The Wayland Country Club has never had an alcohol license violation.

My detectives met with Mr. Quirk. He accepted responsibility and was very remorseful for the mistake. All employees are currently up to date with alcohol management training.

I recommend that Wayland Country Club be placed on probation for a period of one year. During the period of probation, any violation of Massachusetts Liquor Laws, Chapter 138, concerning the sale of alcoholic beverages may result in a penalty of a minimum of a one day suspension of the liquor license for each violation.

cc: Nan Balmer, Town Administrator
Board of Selectmen

BOARD OF SELECTMEN'S POLICY ON THE FY 2020 BUDGET PROCESS**I. PURPOSE**

The purpose of the FY 2020 Budget Process Policy is to establish, under existing local and state authority, the roles and responsibilities of the Board of Selectmen, Finance Committee, Town Administrator, and Finance Director in the preparation of the FY 2020 operating and capital budgets. The Board of Selectmen's goal is to create an efficient, effective and fiscally responsible FY 2020 budget process that meets the planned needs and goals of Wayland and is accountable to the taxpayer.

II. AUTHORITY

Authority to prepare the FY 20 Budget under the process described below is based on:

1. The authority as the chief executive and chief policy making body of the Town is provided to the Board of Selectmen under Massachusetts General Law and the authority under Chapters 60 and 19 of the Town Code to: 1) employ a Town Administrator, 2) ratify the appointment of the Finance Director and 3) appoint a Finance Committee. As the chief executive for the Town, the Board of Selectmen will play a major role in formulating financial policy, will participate directly in the Town's financial planning and budget process, will provide leadership in the development of the capital improvement plan, and will provide oversight and monitoring of the Town's financial performance.
2. The authority under Chapter 60, Section 2 of the Wayland Town Code provides the Town Administrator as the chief operating and administrative officer of the Town under the policy direction of the Board of Selectmen, with the broad authority to manage the Town's financial, personnel and legal activities and to appoint a Finance Director. Chapter 60, Section 2, outlines the Town Administrator's responsibilities for developing long term financial strategy, for review of all town departmental budgets and for overall financial management for the Town and its departments. This work is to be performed under the policy supervision of the Board of Selectmen and in conjunction with the Finance Committee and the Finance Director.
3. The Finance Director, under the direction of the Town Administrator, develops a budget schedule, provides financial projections, prepares the draft budget, prepares the debt management plan with the Treasurer, advises the Town Administrator on the proposed budget guideline and acts as Town Accountant under Massachusetts General Law.
4. The authority under Chapter 19 of the Town Code provides the Finance Committee with the responsibility to prepare and submit the annual Omnibus Budget to Town Meeting which includes the personnel and expense operating budgets and capital

budgets for each Town department and the School Department. The Finance Committee works in cooperation with the Town Administrator with the Finance Director acting as the Finance Committee's liaison to the Town Administrator and the Board of Selectmen.

III. INTEGRATION OF ROLES AND RESPONSIBILITIES IN THE BUDGET PROCESS

A responsible local government budget process is based on the Board of Selectmen, its appointed senior staff, all departments and the Finance Committee each playing distinct and important roles in the budget process in a logical sequence. Each of these parties has specific legal responsibility and a distinct perspective. The Board of Selectmen's appointed Town Administrator and the Finance Director (who is appointed by the Town Administrator subject to ratification by majority vote of the full membership of the Board of Selectmen), as the professional staff managing the Town's day to day operations, are best positioned to prepare the five-year budget plan, draft the annual budget guideline and the capital and operating budgets and present these to the Board of Selectmen. The Board of Selectmen, as the chief executive elected by Wayland's residents, is best positioned to consider the overall priorities of the Town. The Board-appointed Finance Committee provides a second and independent review of the draft guidelines and budgets, primarily from the standpoint of Wayland taxpayers after the Board of Selectmen has established priorities, and prepares the final departmental operating and capital expense budgets and presents them to Town Meeting. In Wayland, the Finance Committee is also responsible for providing comment to the voters on warrant articles. Other finance duties remain with the Board of Selectmen and its administrators.

This policy shall be applied in a manner consistent with the provisions of Chapter 19, Section 4 of the Wayland Town Code, as amended from time to time.

IV. FY 2020 BUDGET: PROCEDURAL STEPS

1. The Board of Selectmen adopts this policy on the preparation of the FY 2020 Budget which will be transmitted to the Town Administrator, the Finance Committee and the Town and School Departments Heads. The Board of Selectmen will also present draft financial policies for public review and comment.
2. The Town Administrator and Finance Director will convene a meeting with the School Superintendent and School Business Manager to discuss preliminary FY 2020 Budget needs, the treatment of shared Town / School expenses and preliminary revenue projections.
3. The Finance Director will develop and present to the Town Administrator a five-year revenue and expense budget plan showing all assumptions and identifying proposed budget policies, and suggesting a draft FY 2020 budget guideline, based on appropriate percentage increases in Town and School budgets and also showing an

appropriate dollar amount for budget growth for the Town, School and shared Town / School expenses.

4. The draft budget plan and guideline will be reviewed by the Assistant Town Administrator, Treasurer, Assessor, and School Superintendent and School Business Manager whose input will be included or noted in a second draft.
5. After a public presentation by the Town Administrator, the Board of Selectmen and Finance Committee will review the budget documents and the Board of Selectmen will provide comment about FY 2020 budget priorities. The Board of Selectmen and Finance Committee will adopt an agreed upon FY 2020 budget guideline which will be included or noted in a new draft budget plan and transmitted to Department Heads and all elected boards.
6. The Board of Selectmen will convene a public FY 2020 Budget Summit in mid-September at which the Finance Director and Town Administrator will present the five year financial plan and at which the Board will hear comment on FY 2020 budget priorities, the FY 2020 Budget Guideline and draft financial policies from departments, committees, and the public.
7. The Finance Director, under the direction and with approval of the Town Administrator will develop and manage the FY 2020 Budget Schedule and provide the schedule and the final budget guideline to Town and School departments by early October. All detailed non-school departmental budgets will be received by the Town Administrator who will note any recommended changes to each departmental budget.
8. The Finance Director and Town Administrator will receive the School Department budget from the School Superintendent and will include the School Budget unchanged but with comment in a consolidated budget plan.
9. The Finance Committee will receive from the Town Administrator complete and detailed Town and School budgets with all prior comments from the Board of Selectmen.
10. Following its review and compilation of the final FY 2020 budget, the Finance Committee will present the draft FY 2020 budget to the Board of Selectmen, School Committee, staff, boards and public. This public meeting is anticipated to occur in early February 2019.
11. The Finance Committee will develop a final budget for inclusion in the Annual Town Meeting warrant.

DRAFT FY 2020 BUDGET SCHEDULE AND PROCESS
AUGUST 6, 2018

DATE	RESPONSIBLE PARTY	RESPONSIBILITY	SUBMIT TO
JULY 16	BOARD OF SELECTMEN	APPROVE FY 2020 BUDGET POLICY PROCESS	TA, FINCOM, TOWN AND SCHOOL DEPARTMENT HEADS
JULY – AUGUST	FINANCE DIRECTOR, SCHOOL BUSINESS MANAGER	CONVENE A MEETING WITH THE SCHOOL SUPERINTENDENT AND TOWN ADMINISTRATOR TO DISCUSS PRELIMINARY FY2020 BUDGET NEEDS, TREATMENT OF SHARED TOWN/SCHOOL EXPENSES AND PRELIMINARY REVENUE PROJECTIONS; BEGIN PREPARING, FINANCIAL SUMMIT PRESENTATION	
JULY-AUGUST	FINANCE DIRECTOR	DEVELOP AND PRESENT 5 YEAR REVENUE AND EXPENSE BUDGET PLAN SHOWING ALL ASSUMPTIONS AND IDENTIFYING PROPOSED BUDGET POLICIES; SUGGEST DRAFT FY2020 BUDGET GUIDELINE	TA (WITH REVIEW BY ATA, TREASURER, ASSESSOR, SCHOOL BUSINESS MANAGER AND SCHOOL SUPERINTENDENT FOR INPUT)
AUGUST 8	FINANCE DIRECTOR, ASSISTANT TOWN ADMINISTRATOR	REVIEW FY 2020 BUDGET PROCESS, CAPITAL PROJECTS SUBMISSIONS, PERSONNEL REQUESTS	DEPARTMENT HEAD MEETING
SEPTEMBER 4	TOWN ADMINISTRATOR, ASSISTANT TOWN ADMINISTRATOR	SUBMIT PERSONNEL REQUESTS FOR REVIEW AND RECOMMENDATION	PERSONNEL BOARD
BY SEPTEMBER 7	FINANCE DIRECTOR, SCHOOL BUSINESS MANAGER	WORK WITH TA, SCHOOL SUPERINTENDENT AND SCHOOL BUSINESS MANAGER TO FINALIZE FY 2020 FORECAST, 5-YEAR PLAN, FY2020 BUDGET PRIORITIES AND RECOMMENDATION ON BUDGET GUIDELINE	TA, SCHOOL SUPERINTENDENT
SEPTEMBER 17	FINANCE DIRECTOR, TOWN ADMINISTRATOR, SCHOOL SUPERINTENDENT	PUBLIC PRESENTATION AT A FINANCIAL SUMMIT OF FY 2020 FORECAST, 5-YEAR FINANCIAL PLAN, BUDGET PRIORITIES, RECOMMENDATION ON FY 2020 BUDGET GUIDELINE	BOS, FINCOM, SC, DEPARTMENT HEADS, ALL BOARDS, COMMITTEES AND RESIDENTS.
SEPTEMBER 21	ALL DEPARTMENT HEADS	SUBMIT CAPITAL PLANS WITH RECOMMENDATIONS/VOTE OF GOVERNING BODIES	TA, FINANCE DIRECTOR
BY OCTOBER 1 (EARLIER IF POSSIBLE)	TA WORKING WITH FINANCE DIRECTOR AND FINANCE COMMITTEE	ISSUE FY 2020 BUDGET GUIDELINE	DEPARTMENT HEADS, BOARDS AND COMMITTEES
BY OCTOBER 1	TOWN ADMINISTRATOR, PERSONNEL BOARD	SUBMIT FY 2020 PERSONNEL RECOMMENDATIONS	BOARD OF SELECTMEN, FINANCE COMMITTEE, GOVERNING BODIES
OCTOBER 9	FINANCE DIRECTOR	SUBMIT DEPARTMENT CAPITAL PLANS WITH RECOMMENDATIONS OF TA/BOS, SCHOOL SUPERINTENDENT/SC AND FUNDING RECOMMENDATIONS	FINANCE COMMITTEE
OCTOBER 9 – DECEMBER 14	FINANCE COMMITTEE	REVIEW AND MAKE RECOMMENDATIONS ON FY2020 CAPITAL REQUESTS	TA/BOARD OF SELECTMEN, SCHOOL SUPERINTENDENT/SC
BY OCTOBER 19	ALL DEPARTMENT HEADS	SUBMIT DRAFT DEPARTMENTAL OPERATING BUDGETS WITH VARIANCES <i>AFTER</i> APPROVAL BY GOVERNING BODIES (IN MUNIS)	FINANCE DIRECTOR

DRAFT FY 2020 BUDGET SCHEDULE AND PROCESS
AUGUST 6, 2018

OCTOBER 19 – OCTOBER 29	TOWN ADMINISTRATOR, FINANCE DIRECTOR	REVIEW OF OPERATING BUDGETS WITH DEPARTMENT HEADS; INCLUDE FINCOM LIAISONS AS SCHEDULES PERMIT	
NOVEMBER 5	TOWN ADMINISTRATOR, FINANCE DIRECTOR	MAKE RECOMMENDATIONS ON ALL OPERATING BUDGETS, EXCEPT SCHOOLS	BOARD OF SELECTMEN, FINANCE COMMITTEE
BY DECEMBER 17	FINANCE DIRECTOR, FINANCE COMMITTEE	CONFIRM FY2020 CAPITAL BUDGET; CONFIRM FY2020 TOWN DEPARTMENT OPERATING BUDGETS	
BY DECEMBER 14	SCHOOL SUPERINTENDENT, SCHOOL COMMITTEE	SUBMIT DRAFT SCHOOL OPERATING BUDGETS WITH VARIANCES <i>AFTER</i> APPROVAL BY SCHOOL COMMITTEE	TOWN ADMINISTRATOR, FINANCE DIRECTOR
BY DECEMBER 31	TOWN ADMINISTRATOR, FINANCE DIRECTOR	PREPARES AND SUBMITS DRAFT FY 2020 OPERATING BUDGET (INCLUDING SCHOOLS)	BOARD OF SELECTMEN, FINANCE COMMITTEE
JANUARY 2 - 28	FINANCE COMMITTEE	REVIEWS ALL BUDGET REQUESTS, ADOPTS PRELIMINARY FY 2020 OMNIBUS BUDGET	BOARD OF SELECTMEN, FINANCE COMMITTEE, GOVERNING BODIES
FEBRUARY 4	FINANCE COMMITTEE	PRESENT DRAFT FY 2020 OMNIBUS BUDGET AT BUDGET HEARING	PUBLIC PRESENTATION
FEBRUARY 25	FINANCE COMMITTEE	ADOPTS FINAL FY 2020 OMNIBUS BUDGET	BOARD OF SELECTMEN, TOWN ADMINISTRATOR, SCHOOL SUPERINTENDENT, SC, GOVERNING BOARDS

7. 2018 Special
Town
meeting

**ANNOUNCEMENT:
OPENING OF THE SPECIAL TOWN MEETING WARRANT
2018 SPECIAL TOWN MEETING
TUESDAY NOVEMBER 13, 2018**

1. **WARRANT OPENING AND CLOSING:** The Special Town Meeting Warrant opens Wednesday August 22, 2018 at 8:30 am and closes Thursday August 30, 2018 at 4:30 pm.
2. **ARTICLE FORM:** Attached is the form for governmental bodies to submit a warrant article for Special Town Meeting. Please feel free to use additional pages.
3. **SUBMISSION PROCEDURE:** The article form must be submitted in hard copy to the Town Administrator's Office **and** via e-mail in "Word" to thegartv@wayland.ma.us no later than Thursday August 30, 2018 at 4:30 pm. The form must be signed by the Chair (or designee) of the sponsoring body and state the date of the vote of the governing body.
4. **ARTICLE TEXT:** The article text is drafted and approved by the Article Sponsor's governing body and may not be changed except by Town Counsel, or by a vote of the governing body or the Board of Selectmen. If you require legal assistance developing an article, please contact the Town Administrator at nbalmer@wayland.ma.us. After submission of the article, Town Counsel will review the article text and will make any edits required for legal form.
5. **DRAFT FINANCE COMMITTEE COMMENTS, ARGUMENTS IN FAVOR AND ARGUMENTS OPPOSED:** The Finance Committee asks that Article Sponsors draft the section of the article form for the Finance Committee's Comments and Pro and Con Arguments to help the Finance Committee with its work. Please include these draft comments with the article upon submission. Each article will be assigned to a liaison from the Finance Committee which will vote to approve the final Finance Committee's Comments, Pro's and Con's for the warrant.
6. **SPONSORING BODY'S COMMENTS:** Article Sponsors may, at their discretion, submit comments of up to 150 words which will be included in the warrant if the Finance Committee includes comments.
7. **FINANCE COMMITTEE STM WARRANT WORKSHOP:** The Article Sponsor must attend the Finance Committee's ATM Article Workshop on Wednesday September 5, 2018 to make a brief presentation. Please be in touch with your Finance Committee liaison to discuss your article. As new information becomes available, you may be asked to attend additional meetings with the Finance Committee and with the Board of Selectmen.
8. **MAPS, EXHIBITS:** The Article Sponsor will provide maps and exhibits upon the submission of the article. Please contact the Assistant Town Administrator in the Town Administrator's Office if you require assistance from Town staff to create a map. Preparation of maps and exhibits are the responsibility of the Article Sponsor and will not be accepted without a vote of approval of the governing body sponsoring the article.

Please call me any time for assistance with your article through Town Meeting. I am happy to help.

Town Administrator

(508) 358-3620 – Office

TOWN OF WAYLAND
REQUEST FOR TOWN MEETING ARTICLE FROM TOWN SPONSORING BODY
(USE EXTRA SHEETS IF REQUIRED)

Sponsor & Contact Information	
1. TOWN SPONSORING BODY:	
2. DATE RECEIVED:	
3. CONTACT PERSON:	
4. TELEPHONE:	
5. E-MAIL	
6. TOWN SPONSORING BOARD VOTE AND DATE:	
7. PROPOSED FUNDING SOURCE:	
Article Information	
8. ARTICLE TITLE (DRAFT):	
9. COST:	
10. NO COST:	<input type="checkbox"/>
11. DATE COST ESTIMATE AVAILABLE:	
Article Text	

12. SPONSOR'S ARTICLE TEXT PROPOSED FOR WARRANT, SUBJECT TO TOWN COUNSEL REVIEW :

13. DRAFT COMMENTS SUGGESTED BY SPONSORING BODY TO FINANCE COMMITTEE (UP TO 500 WORDS)*:

14. DRAFT ARGUMENTS IN FAVOR OF ARTICLE SUGGESTED BY SPONSORING BODY TO FINANCE COMMITTEE (4-6 POINTS):

15. DRAFT ARGUMENTS OPPOSED TO ARTICLE SUGGESTED BY SPONSORING BODY TO FINANCE COMMITTEE (4-6 POINTS):

15. CHAIR'S (OR DESIGNEE'S) SIGNATURE & DATE: _____

**SPONSORING BODY'S COMMENTS: Article Sponsors may, at their discretion, submit comments of up to 150 words which will be included in the warrant if the Finance Committee includes comments.*

7/24/18NFB

WARRANT ARTICLE PROCESS: Guide for Petitioners

Citizens have the right to submit articles for consideration by the Town Meeting. Such articles must be in writing and signed by ten or more registered voters for Annual Town Meeting (ATM) or 100 or more registered voters for Special Town Meeting (STM), using the attached form.

All petitioners' articles must be submitted in accordance with the law on or before January 15 or such time as may be fixed by the Board of Selectmen, and all such articles for Special Town Meeting must be so presented on or before the date fixed by the Selectmen for closing of the warrant, August 30, 2018 this year. All petitioners' articles having the required number of qualified signatures must be included in the Town Meeting Warrant by state statute.

STM Time Line and Process

Date	Action	Responsibility
August 20	<i>Hold a workshop for citizens interested in submitting petition for Special Town Meeting.</i> Potential articles and the submission process may be discussed with the Selectmen.	Board of Selectmen
August 22 – August 30 at 4:30 pm	<i>Submit petitioners' articles for Town Meeting both on paper with signatures and by email (to thegarty@wayland.ma.us) in Microsoft Word.</i> Articles are collected and numbered, and copies are given to the Board of Selectmen, Finance Committee, Moderator, and Town Counsel. Petitioners are encouraged to provide the Finance Committee with draft comments, arguments in favor, and arguments against their articles at the time of submission. Signatures on the petition are verified by the Town Clerk.	Town Administrator
September 5	<i>Attend Finance Committee Warrant Article Workshop.</i> Petitioners should attend to present their articles.	Finance Committee
September	<i>Review articles, determine their order, vote positions on most articles; may meet with petitioners.</i> The Board will discuss substantive articles with petitioners. And attend the Finance Committee's meeting with petitioners.	Board of Selectmen
September	<i>Study each petitioner's article and prepare a report for the Warrant.</i> The Finance Committee meets with petitioners to discuss articles at a public meeting. The Committee may explore alternative means for accomplishing the article's objective. A member of the Committee is assigned to the article to prepare a report for the Warrant, including comments and pro and con arguments and the Committee's recommendation to Town Meeting.	Finance Committee
September - October	<i>Meet with Finance Committee and/or Board of Selectmen to discuss article; write report of no more than 150 words to be printed in the warrant if desired and if the Finance Committee prepares a report.</i> Such discussions help to identify issues that require further work on the part of the petitioner as well as to identify arguments for and against passage.	Petitioners
September	<i>Town Counsel will review articles for form, legislative intent, and procedural compliance and will provide main motion and the quantum of vote required for passage.</i> Town Counsel will not render written opinions or give advice to petitioners about substantive legal issues and will not advise petitioners when there is a potential conflict of interest between the petitioners and the Town.	Town Counsel
November 5	<i>Attend Board of Selectmen warrant article hearing.</i> Petitioners should attend this hearing to review their warrant articles.	Selectmen with Moderator and Finance Committee
November 13 (Day one)	<i>Move the article and make a brief presentation on the merits of the article.</i> Movers of articles have a limited amount of time to explain and present arguments in favor of passage of the article (currently 7 minutes). This presentation is made at the procedural (center) microphone. Petitioners may prepare handouts and slides. (Check for deadline for submission). If the motion differs substantially from the article printed in the warrant, printed copies must be prepared for the moderator and made available for people attending Town Meeting.	Lead Petitioner
STM	<i>Consider each article at Special Town Meeting.</i> Citizens are encouraged to debate the merits of articles, ask questions, and make amendments when appropriate. Please refer to the Moderator's Rules in the warrant for more detailed guidance.	Town Meeting attendees

TOWN OFFICE DATE/ TIME STAMP HERE

PETITIONER'S ARTICLE FORM FOR WAYLAND TOWN MEETING

(Page 1 of 3 pages)

INSTRUCTIONS FOR COMPLETING THE PETITIONER'S ARTICLE FORM:

Please refer to the Guide for Petitioners for complete information including the required number of signatures and for access to Town Counsel to assist the lead petitioner in writing the article in proper legal form. You may also call the Town Administrator at (508) 358-3620.

Date Due: This form for a petition article is due by 4:30 pm in the Board of Selectmen's Office, 41 Cochituate Road Wayland, on the date set by the Board of Selectmen for the closing of the Special Town Meeting Warrant (August 30, 2018 this year) . The petition form will be date stamped when it is received by the Town Administrator and forwarded to the Town Clerk for certification of each signature.

Lead Petitioner: The lead petitioner will serve as the spokesperson for the article and will be the contact person for the Finance Committee and the Board of Selectmen, and for the Planning Board if the petition is to create a zoning by-law.

* This document is available in WORD by e-mailing thegarty@wayland.ma.us

I. CONTACT INFORMATION

NAME OF LEAD PETITIONER: _____

PHONE _____ E-MAIL _____

II. ARTICLE TITLE, TEXT, & KEY INFORMATION

ARTICLE TITLE: _____

TOWN BOARD/DEPARTMENT AFFECTED BY ARTICLE: _____

ESTIMATED COST: _____

ARTICLE TEXT TO APPEAR IN WARRANT: To determine whether the Town will vote to:

III. FORM FOR SIGNATURES OF QUALIFIED PETITIONERS

ARTICLE TITLE:			
The following registered voters of the Town of Wayland petition Town Meeting to consider the Town Meeting warrant article named above and described on the preceding page at the Special Town Meeting to begin on Tuesday November 13, 2018.			
#	Print Name Legibly	Signature	Print Street Address
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Please attach additional forms for petitioners' signatures.

III. EXPLANATORY INFORMATION

1. DRAFT COMMENTS – SUGGESTED BY PETITIONER TO FINANCE COMMITTEE *

2. DRAFT ARGUMENTS IN FAVOR– SUGGESTED BY PETITIONER TO FINANCE COMMITTEE

3. DRAFT ARGUMENTS OPPOSED– SUGGESTED BY PETITIONER TO FINANCE COMMITTEE

4. PETITIONER’S COMMENTS: (Article Sponsors may, at their discretion, submit ADDITIONAL comments of up to 150 words which will be included in the warrant if the Finance Committee includes comments.)

2018 SPECIAL TOWN MEETING SCHEDULE

Schedule for fall STM to begin on TUESDAY, NOVEMBER 13, 2018

August 6	VOTE TO CALL SPECIAL TOWN MEETING AND OPEN WARRANT: The Board of Selectmen will vote on Monday August 6 th to call a Special Town Meeting for Tuesday November 13, 2018 and to open the warrant for at least seven days beginning Wednesday, August 22, 2018 at 8:30 am.
August 8	NOTICE: Notice of the Board's action will be sent to all Town boards and committees. Per Town Code Chapter 36: 1) Within 48 hours of calling a Special Town Meeting, notice of the closing date of the warrant shall be posted at the Town Building, at the public library in Wayland Center, at the Cochituate Fire Station or Cochituate Post Office and at the Happy Hollow School; and 2) Prior to the closing of the warrant, notice of the time and place of the Special Town Meeting shall be published in the Wayland Town Crier and will also be posted at the above locations.
August 20	PETITIONERS' WORKSHOP: The Board of Selectmen will conduct an information session for individuals considering submission of petitioned articles. Please see separate information sheet on the warrant article process for petitioners.
August 20	BOARD VOTE ON ARTICLES: Date by which the Board of Selectmen will vote to approve and submit any articles it wishes to sponsor.
August 20	PLANNING BOARD: The Planning Board meets with the Board of Selectmen on zoning articles and provides the timeline for the Planning Board's hearings and provides the date by which the Board of Selectmen must vote to refer articles back to the Planning Board.
August 22	WARRANT OPENING: Warrant opens Wednesday, August 22, 2018 at 8:30 a.m. and closes Thursday August 30, 2018 at 4:30 p.m. Articles must be submitted in complete form with all exhibits to the Office of the Board of Selectmen and will be stamped with the date and time received. Articles must be signed by the chair of the sponsoring board or committee or its designee, as authorized by a vote of each public body. (Please refer to additional information for submission and preparation of articles by public bodies of the town and by petitioners.)
August 30	WARRANT CLOSING: Last day at 4:30 pm for article sponsors and petitioners to submit articles to the Board of Selectmen's Office for Special Town Meeting.
August 31	DISTRIBUTION OF ARTICLES: Articles will be draft ordered by the Town Administrator and distributed to each member of the Board of Selectmen and the Finance Committee, and to the Moderator, Town Clerk and Town Counsel and will be posted to the Town Meeting page of the website.
September 5	FINANCE COMMITTEE SPECIAL TOWN MEETING ARTICLE WORKSHOP: Per Town Code, Chapter 19 - 3, the Finance Committee meets with all parties proposing or commenting on all Special Town Meeting articles. The Chair of the Finance Committee will contact the Board of Selectmen's Office to arrange for public notice of this meeting.
September	SELECTMEN BEGIN ARTICLE REVIEW AND VOTES TO INCLUDE ARTICLES IN WARRANT: Through October 19 th , the Board of Selectmen will: 1) include

Note – Dates not required by Massachusetts General Laws and Town Code are subject to change.

discussion about proposed articles on every agenda, 2) will vote on whether to include articles in the warrant, 3) will vote on the order the articles will appear in the warrant, and 4) will consider a vote on the Board's position on each article.

September 14	TOWN COUNSEL REVIEW OF ARTICLE TEXT: Approximate date by which Town Counsel completes review of submitted articles and any re-drafting of the text of each article, providing the article text in final form. Article text is then transmitted in PDF by the Town Administrator to each Article Sponsor and to the Chairs of the Board of Selectmen and Finance Committee for distribution as appropriate.
September 14	SPONSOR'S REPORT: Date by which any governmental body or lead petitioner sponsoring an article may submit to the Office of the Board of Selectmen a 150 word report which will be included in the Warrant only if the Finance Committee also provides comment.
October 1	PERMANENT MUNICIPAL BUILDING COMMITTEE REPORT: Date by which reports are requested to the Board of Selectmen from the PMBC about the status of any capital projects assigned to the PMBC.
October 9	PLANNING BOARD REPORT: Deadline by which the Planning Board must vote to approve and submit to the Board of Selectmen's Office the Planning Board's approved report on zoning articles.
October 12	FINANCE COMMITTEE DEADLINE (<u>12:30 pm, close of business</u>) FOR SUBMISSION, THROUGH ITS CHAIR, TO THE BOARD OF SELECTMEN'S OFFICE ALL FINANCE COMMITTEE REPORTS ON SPECIAL TOWN MEETING ARTICLES - No changes will be made after this date.
October 12	MODERATOR'S RULES: All changes are due from Moderator by this date.
October 19	WARRANT COMPLETED: Date by which the compilation of the warrant is completed. The final Warrant is scanned, posted on the website and delivered to the members of the Board of Selectmen, the Moderator, the Chair of the Finance Committee, the Town Clerk, Town Counsel and the Finance Director. <u>Warrant sent to printer.</u>
October 26	MOTIONS COMPLETED AND POSTED: A motion on each article is drafted by the Town Administrator and reviewed and finalized by this date by Town Counsel and provided to the Chair of the Board of Selectmen who will distribute to the Town Clerk, Moderator, Finance Committee Chair and article sponsors. Draft motions provided by Town Counsel must be posted on the website for public review and marked with the date of the draft.
October 29	WARRANT SIGNED: The Board of Selectmen will meet to vote to sign the Warrant.
October 30	WARRANT POSTED: Date by which the Warrant will be posted at locations listed above and deadline for mailing of the Warrants to all households. (Town Code 36-2A, MGL c. 39, s. 10 - No later than 14 days before STM)

November 1	PRE-HEARING PLANNING: On or about this date, the Chair of the Board of Selectmen meets with Town Counsel, the Town Administrator, the Moderator, and the Town Clerk to review motions on each article before the 11/5/18 Warrant hearing.
November 1	LEAGUE OF WOMEN VOTERS ISSUES FORM ON SPECIAL TOWN MEETING
November 2 by 8:00 p.m.	VOTER REGISTRATION DEADLINE: Last day before Town Meeting to register to vote. (This date is scheduled no earlier than 10 days before STM).
November 5	WARRANT HEARING: The Board of Selectmen will convene a hearing to review the Warrant and each article. In addition to the general public, Article Sponsors, the Moderator, Town Counsel and the Town Clerk are invited to participate. The Board of Selectmen will also review motions on each article. The Office of the Board of Selectmen will provide at least 10 days advance notice of the Warrant Hearing to the public.
November 7	DEADLINE FOR SUBMISSION OF SLIDES: Any illustrative slides will be submitted to the Assistant Town Administrator who will submit them to the Moderator for approval to show at Town Meeting. (See Town Moderator's requirements for slides)
November 13	FINAL PREPARATIONS: Moderator's instructions to tellers and list of non-resident employees provided to Moderator and Town Clerk. Warrants, final errata sheets and supplemental material prepared, printed and delivered to Town Meeting site for distribution.
November 13	SPECIAL TOWN MEETING, TUESDAY 7:00 PM WAYLAND HIGH SCHOOL
November 20	MODERATOR'S FEEDBACK SESSION: Location and time to be decided.

OTHER IMPORTANT DATES:

Monday 9/3/18	LABOR DAY
Tuesday 9/4/18	STATE PRIMARY
Monday 9/10/18	ROSH HASHANAH
Tuesday 9/11/18	ROSH HASHANAH
Wednesday 9/19/18	YOM KIPPUR (from Tuesday 9/18 sundown)
Tuesday 10/2/18	SPECIAL ELECTION (MARIJUANA)
Monday 10/8/18	COLUMBUS DAY
Tuesday 11/6/18	GENERAL ELECTION
Sunday 11/11/18	VETERANS DAY (CLOSED MONDAY 11/12/18)

OTHER DATES THAT MAY BE SET BY THE BOARD OF SELECTMEN:

Dates for Board of Selectmen to schedule any additional Special Town Meetings.

MEETINGS AND OFFICIAL ACTIONS WHICH REQUIRE SPECIAL NOTICE TO THE PUBLIC INCLUDING BUT MAY NOT BE LIMITED TO FOLLOWING :

Petitioners Workshop, Date of Town Meeting, Opening and Closing of the Warrant, Finance Committee Article Workshop, Board of Selectmen Warrant Article Hearing, Special Election, Planning Board Hearings on zoning articles, and budget presentations by Town Administrator and Finance Committee, Moderator's Feedback Session



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

TOWN BUILDING
41 COCHITUATE ROAD
TEL. (508) 358-7701
www.wayland.ma.us

Public Notice
Finance Committee
Special Town Meeting Warrant Article Workshop
September 5, 2018

The Finance Committee will hold its Special Town Meeting Warrant Article Workshop on Wednesday, September 5, 2018 at 7:15 pm in the Wayland Town Building. The workshop is held to facilitate public discussion and understanding of the articles submitted for Special Town Meeting to be held on Tuesday, November 13, 2018 at 7:00 pm at the Wayland High School Field House. This workshop is held in conformance with Wayland's Bylaws §19-3 and the public is encouraged to attend.

The Finance Committee requires at least one member of each sponsoring board or a petitioner to attend the workshop to present a brief synopsis of the article and be available for questions from the Finance Committee and the public.

The workshop allows each article sponsor to summarize the purpose for the article and respond to brief questions from the Finance Committee and the public. The workshop is not the place to debate the merits of the articles but to introduce the Finance Committee members (who will do the write-ups, if any) and the public to the articles up for discussion.

LIST OF POTENTIAL ARTICLES FOR NOVEMBER 13, 2018 SPECIAL TOWN MEETING

	November 2018 Article Name	Sponsor
A	Pay Previous Year Unpaid Bills	Board of Selectmen
B	Current Year Transfers	Board of Selectmen
C	Revise 2008 Circuit Breaker Special Act	Board of Selectmen
D	Initial Year Funding of Successor Town Collective Bargaining Agreement	Personnel Board
E	High School Stadium Complex Renovation	School Committee
F	High School Tennis Courts / Softball Field Reconstruction	School Committee
G	CPA: Uncommitted – Partial Construction of WHS Athletic Facilities	School Committee
H	Construction of Synthetic Turf Athletic Field at Loker Conservation and Recreation Area	Recreation Commission
I	CPA: Fund Loker Field Trail, Trailheads	Recreation Commission
J	Zoning By-Law: Full Marijuana Ban	Planning Board
K	Zoning By-Law: Overlay District - Marijuana	Planning Board
L	Zoning By- Law: Amend Flood Plain Maps	Planning Board
M	Convert Access Easement to Access & Utility Easement on Happy Hollow Access Road off Stonebridge Road	Board of Public Works
N	Purchase and Implement Automated Water Meter Reading Infrastructure	Board of Public Works
O	Affordable Housing	Affordable Housing Trust

July 24, 2018

**TOWN OF WAYLAND
WAYLAND, MASSACHUSETTS**

TOWN ADMINISTRATOR EMPLOYMENT CONTRACT

AGREEMENT made this 6th day of August, 2018, by and between the Town of Wayland ("the Town"), a Massachusetts municipal corporation, acting through its Board of Selectmen ("the Board") and Louise L. E. Miller ("Miller").

WHEREAS, the Board had voted to appoint Miller as the Town Administrator (TA) of the Town pursuant to the provisions of Massachusetts General Laws ("M.G.L.") Chapter 41, Section 23A, Chapter 320 of the Acts of 2004 and Chapter 60 of the Code of the Town;

WHEREAS, Miller had agreed to accept the appointment and to take the oath of office as Town Administrator of the Town; and

WHEREAS, the Board and Miller desire to enter into an employment contract pursuant to the provisions of M.G.L. Chapter 41, Section 108N.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, terms, conditions and agreements as set forth herein, the parties agree as follows:

I. Appointment.

The Town, acting through the Board, acknowledges the appointment of Miller as TA of Wayland. By executing this agreement, Miller acknowledges her appointment as TA.

II. Term.

- A. The Town will employ Miller as its TA for a term of three (3) years beginning on September 10, 2018 and expiring on September 9, 2021, unless extended, renewed, or earlier terminated under the provisions of the Agreement.
- B. In the event of the death of Miller while the Agreement is in effect, the Agreement shall terminate effective on the date of death.
- C. In the event that Miller is unable to perform the essential functions of the TA position, with or without reasonable accommodation, for a period of six (6) months or more, the Town shall provide written notice to Miller that this Agreement shall immediately terminate. In the event of a dispute concerning Miller's ability to perform the essential functions of the position, the Board and Miller shall mutually agree on a medical expert to perform an examination and evaluation. Any expense for such examination and evaluation that is not covered by Miller's group health insurance shall be paid by the Town.

III. Compensation.

Miller shall be paid an annual base salary, prorated for any portion of a year worked, effective September 10, 2018. The annual base salary shall be one hundred seventy-five thousand dollars (\$175,000). The Board may increase the annual base salary, effective September 10, 2019, and September 10, 2020, provided that Miller has received satisfactory performance evaluations from the Board, as set forth in Section XI below.

IV. Terms and Conditions.

With the exception of compensation as set forth in Section III above, all other provisions of Chapter 43 – Personnel of the Code of the Town shall apply to Miller in the same manner and to the same extent as all other non-union Town employees, except as specifically provided in this Agreement.

V. Benefits.

Miller shall enjoy the same benefits that are available to other non-union Department Heads. Non-union benefits may change in the Town's discretion from time-to-time as amended under the By-laws or Personnel Policies. Benefits shall include, but not be limited to:

- A. Health Insurance - Miller shall be eligible for any of the health insurance benefits available to other non-union Town Department Heads. She shall also be subject to the rules and obligations of whatever health insurance plan she chooses in the same manner as other non-union Town Department Heads. The Town may modify Miller's health insurance contribution rate in the same manner that other non-union Town Department Heads' rates are modified. The cost of dental coverage offered by the Town shall be paid by Miller, consistent with all other non-union Department Heads.
- B. Paid-Time-Off - Miller shall receive the same Paid-Time-Off package (vacation, sick leave, paid holidays, bereavement leave, etc.) as other non-union Department Heads as set forth in the Town's By-Laws and Personnel Policies. In addition to the personal days received by every non-union Department Head, Miller may take two additional personal days before January 1, 2020 in compensation for two days working with the outgoing TA prior to Miller's start date, September 10, 2018.
- C. Retirement - Miller shall become a member of the Middlesex County Retirement System, or a successor system, in accordance with M.G.L. c. 32 and shall be subject to all the benefits, rights and obligations associated therewith.
- D. Sick Leave - Upon retirement, provided that Miller meets the criteria for retirement from the Middlesex County Retirement System, or a successor system, Miller shall be entitled to compensation for her unused sick leave

in accordance with the prevailing Town practice and policy then in effect for non-union Town Department Heads.

- E. Life Insurance - Miller shall be entitled to the same life insurance benefits as other non-union Town Department Heads.
- F. Deferred Compensation - Miller may participate in any Town-approved deferred compensation programs for which payroll deductions are authorized.
- G. Transportation Stipend - Miller's duties as TA require that she shall have access to the use of an automobile at all times during her employment with the Town. Miller agrees that she shall provide her own transportation. The Town agrees that it shall pay Miller a transportation stipend at the rate of of \$192.31 per pay period. (NOTE: $\$192.31 \times 26 = \$5,000.06$). Miller agrees to maintain automobile insurance, as required by law, during the course of her employment with the Town.
- H. Other - The Town shall provide Miller with a laptop and/or tablet computer, applicable software, and a cellular/mobile communication device required for Miller to perform the job. Miller shall return the equipment in good condition upon separation from employment.

VI. Professional Development.

- A. The Town recognizes that Miller should acquire knowledge of the latest developments in the field of municipal management and that she should seek to advance the interests of the Town by her enrollment in related courses, seminars and programs, by her membership in professional organizations, and by her attendance at meetings and conferences convened for municipal professionals and executives, provided that such participation does not unreasonably interfere with the performance of her duties as TA, is approved in advance by the Board, whose approval will not be unreasonably denied, and is within the approved budget for such expenditures. The Town shall, with the approval of the Board, pay the reasonable costs of expenses related to Miller's attendance at conferences, meetings, seminars and programs which are related to her employment as TA provided that Miller has obtained prior approval of the Board, whose approval will not be unreasonably denied, and that the expenses in question are within the approved budget. Reimbursement by the Town for such expenses shall only be made upon presentation of receipts for reasonable and necessary expenses.
- B. The Town shall pay reasonable costs of Miller's annual membership dues in such professional organizations as approved by the Board, whose approval and payment for said costs will not be unreasonably delayed.

VII. Termination for Just Cause and Termination Without Cause and Severance Pay.

A. For Just Cause

1. The Board may terminate the Agreement and remove Miller from office, for just cause, and in accordance with the provisions of the Agreement, specifically, but not limited to, criminal acts and/or acts of misfeasance, malfeasance, nonfeasance, gross misconduct, criminal conviction under state or federal law, acts of dishonesty, gross dereliction of duty, violation of the state's ethics or conflict of interest laws, and/or repeated inefficiency or incompetency in the performance of her duties as TA, provided that the Board has given written notice to the TA of such inefficiency or incompetency.
2. If termination is contemplated, Miller shall receive written notice from the Board stating the reason(s) for her contemplated removal from office at least ten (10) calendar days prior to a hearing on the merits of the charges that could substantiate a termination. Said reason(s) shall be presented with sufficient specificity so that Miller may understand and prepare her response, if any, to such notice.
3. No later than twenty-one (21) days following the receipt of the written notice with the reason(s) for the contemplated termination, unless otherwise agreed by Miller and the Board, the Board shall conduct a hearing, in accordance with M.G.L. Chapter 30A, §21. At the hearing, Miller shall be given the opportunity to respond to the reason(s) for the proposed termination. During the hearing, Miller shall have the right to be represented by counsel, to introduce evidence, to call, question, confront and cross-examine witnesses and to present oral arguments. Evidence may be admitted and given probative effect if it is the kind of evidence upon which reasonable people are accustomed to rely in the conduct of serious affairs. The Board may hear and consider such evidence as is offered by the parties which it deems to be relevant, reliable and probative to the charges for the proposed termination.
4. If the decision of the Board is to terminate Miller, the reason(s) for the termination shall be stated in such decision so that Miller is reasonably informed of the basis for the termination. All pay, compensation, expenses and benefits shall be terminated immediately. The subsection shall not interfere with any rights or obligations that Miller may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Miller's expense.

B. Without Cause

1. During the term of this Agreement, the Board may terminate Miller at any time without cause only after giving Miller written notice of such termination thirty (30) days in advance. In the first year of employment, Miller shall receive a severance of three (3) months' base salary, except in the event that she is given notice of termination within the first six (6) months of employment, in which case she shall receive no severance. After the first year

of employment, Miller shall receive a severance of six (6) months' base salary. Severance is contingent upon the satisfactory release of any and all claims against the Town to the extent permitted by law. Following the effective date and receipt of said release of claims, severance shall be paid bi-weekly under the normal payroll cycle until the full severance is paid. All other benefits shall cease on the effective day of the termination. This subsection shall not interfere with any rights or obligations that Miller may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Miller's expense.

2. Severance will not be paid in the case of non-reappointment under Section IX of the contract. In the case of non-reappointment, Miller will be eligible for only the remaining amount of compensation corresponding to the remaining term of the contract, subject to Section IX below. All other benefits shall cease on the effective day of the termination. This subsection shall not interfere with any rights or obligations that Miller may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Miller's expense.

VIII. Resignation

- A. Miller may voluntarily terminate the contract and resign from the position of Town Administrator before the expiration date of the Agreement at any time. Miller agrees to give the Board ninety (90) days' written notice prior to the effective date of her resignation, unless otherwise agreed by the parties in writing.
- B. Except in the event that Miller elects to resign in accordance with the provisions of Subsection IX(C), Miller's pay, compensation, benefits and expenses shall cease on the effective date of her resignation, unless sooner terminated under the provisions of the Agreement, subject to any rights and obligations under state and federal law with respect to retirement benefits and the continuation of group health insurance benefits at Miller's expense.

IX. Reappointment/Contract Renewal

- A. The Board shall notify Miller in writing of the decision to reappoint or not to reappoint her as TA, and Miller shall notify the Board in writing of her decision to seek or not to seek reappointment, no later than March 8, 2021. If both the decision by the Board is to reappoint Miller, and the decision by Miller is to seek reappointment, the appointment shall be made at that time. In the event that the Board decides not to reappoint Miller, there is no obligation on the Board's part to specify or indicate in any way the basis for the decision not to reappoint.
- B. If the Board's decision is to reappoint Miller, and Miller's decision is to seek reappointment, the parties will commence negotiations for a successor employment Agreement and will endeavor to reach agreement on a successor Agreement on or before August 31, 2021.

- C. If the Board notifies Miller that the Agreement will not be renewed, or if Miller notifies the Board that she will not seek reappointment, or if either party fails to meet the notification deadline provided for in Section IX, paragraph A, Miller shall be entitled to her then current pay and benefits for the balance of the term of this contract, provided that Miller performs the duties and responsibilities that shall be designated by the Board, including requests for transition assistance for the balance of the term of this Agreement. All other benefits shall cease on the effective day of the termination. This subsection shall not interfere with any rights or obligations that Miller may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Miller's expense.

X. Duties.

Miller shall faithfully and to the best of her abilities discharge and perform the duties and responsibilities of TA as set forth in the Chapter 320 of the Acts of 2004, Chapter 60 of the Code of the Town of Wayland, and as delegated to her by the Board of Selectman. She shall fulfill all obligations under the Agreement. She shall serve and perform such duties and responsibilities at such times and places and in such manner as the Board may from time to time direct.

XI. Performance Evaluation.

- A. Miller's performance shall be evaluated by the Board of Selectman as referenced in Section III, at least once in each contract year in accordance with the prevailing Town policy and practice for evaluations of non-union Department Heads on or about her anniversary date. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and the TA and the goals and objectives identified in accordance with Paragraph B of this Section. Said criteria, goals and objectives may be added to or deleted from as the Board may from time-to-time determine, in consultation with the TA. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results.
- B. At the start of the contract year, the Board and Miller shall define such goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and the appropriations provided.

XII. Outside Activities.

Miller may accept speaking, writing, lecturing, teaching or other paid engagements of a professional nature, provided they do not interfere with the performance and discharge of her duties and responsibilities as TA. Any such engagements, activities, or work must be approved in advance by the Board, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

XIII. Indemnification.

Miller shall be indemnified by the Town, pursuant to and as limited by M.G.L. Chapter 258 and other relevant provisions of law and the By-Laws of the Town, for claims made against her arising out of the performance of her duties and responsibilities as TA. The Town shall indemnify Miller to the fullest extent allowable by law in accordance with the provisions of M.G.L. Chapter 258.

XIV. Entire Agreement.

This contract constitutes the entire Agreement of the parties hereto and may not be altered, amended, or modified except by an agreement in writing, signed by all parties and specifically referring to the contract.

XV. Notices.

Any notice required or permitted to be given under the Agreement to either party shall be in writing and shall be sent by certified mail, postage prepaid, or delivery by hand to:

A. The Board : Board of Selectmen
 Town Building
 41 Cochituate Road
 Wayland, Massachusetts 01778;

B. Miller: Louise L. E. Miller

or, in the event of her death, to her estate at her legal residence as listed in the records of the Town.

XVI. Governing Law.

The Agreement shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.


XVII. Binding Effect.

The contract shall be binding on the Town and Miller.

XVIII. Severability.

If any provision, or any portion thereof, contained in the Agreement is determined by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected thereby, and shall remain in full force and effect. In the event of a conflict between the Agreement and the Town's By-Laws, the provisions of the Town's By-Laws shall control.

Town of Wayland



Louise L. E. Miller
Wayland Town Administrator

By:

Lea T. Anderson
Chair, Board of Selectmen

Date: August 6, 2018

Cherry C. Karlson
Vice Chair, Board of Selectmen

Approved as to form:

Carolyn Murray
Town Counsel

Louis M. Jurist,
Member, Board of Selectmen

Mary M. Antes
Member, Board of Selectmen

Douglas A. Levine
Member, Board of Selectmen

**ASSISTANT TOWN ADMINISTRATOR'S REPORT
WEEK ENDING AUGUST 3, 2018**

1. CORRESPONDENCE

No comments

2. FISCAL YEAR 2018 LEGAL SUMMARY

I will provide an update at the meeting.

3. CALENDAR – MEETING DATES

Proposed meeting dates through calendar year 2018

DATE: July 16, 2018
TO: BOARD OF SELECTMEN
FROM: ELIZABETH DOUCETTE, ASSISTANT TOWN ADMINISTRATOR
RE: FISCAL YEAR 2018 LEGAL EXPENSES BY MATTER

Legal services listed were provided by K.P.Law, P. C. or M. Lanza, except where noted, and funded in the Town's Legal budget. Services for approximately 14 labor matters and 38 other legal matters were provided.

FISCAL YEAR 2018 LEGAL EXPENSES BY MATTER

MATTER		AMT BILLED
Xx Matters	Labor Counsel – <i>Valerio, Dominello & Hillman, LLC</i>	\$48,589
	**General Legal Services (non-matter related services)	36,475
	**Contracts	8,455
	**Licensing	2,609
	**Planning Board	1,776
	**Real Estate	2,997
	**Town Meeting	32,043
	**Other items covered under retainer of \$4,957	
1	40B Application – Wayland Cascade	12,210
2	40B Application - Wayland / Windsor Place	21,627
3	150 Main St., LLC v. ZBA	2,720
4	Appellate Tax Board	8,537
5	Archambault	1,332
6	Bernstein v. Planning Board	10,782
7	Boelter	1,294
8	Cass v. Town	1,155
9	Cochituate Commons, LLC v. Town	2,442
10	Library Probate Court Petition	2,368
11	Library Project	1,887
12	Loker / Dow	4,681
13	Mainstone	1,724
14	Nelson v. BOH & Conservation Commission	7,345
15	Nelson v. Conservation	1,869
16	Open Meeting Law	7,659
17	Permits	1,591
18	Rice Road Subdivision	1,055
19	River's Edge (<i>Anderson & Kreiger, LLP</i>)	28,527
20	Tax Title Foreclosure ***	13,092
	*** Tax Title Funded in Treasury Dept.	-11,588
21	Town Center Development	14,948
22	Trustees of Residences at 89 Oxbow Condo. Trust	12,543
23	Wayland Meadows	7,012
15 Matters	Other Matters (< \$1,000 each)	6,435
	Disbursements	10,248
	**Retainer Credit (General Services provided and not charged)	-24,312
	TOTAL	\$282,127

**** Charges covered under the retainer of \$65,000. These services in excess of \$65,000 are not charged.**

Board of Selectmen - Meeting Dates

8/20/18 - 12/31/18

365 January 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

365 February 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

365 March 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

365 April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

365 May 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

365 June 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

365 July 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

365 August 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

365 September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

365 October 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

365 November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

365 December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 Jan New Year's Day
15 Jan Martin Luther King Day
12 Feb Lincoln's Birthday
13 Feb Mardi Gras Carnival
14 Feb Valentine's Day
19 Feb Presidents Day
11 Mar Daylight Saving (Start)

17 Mar St. Patrick's Day
30 Mar Good Friday
1 Apr April Fool's Day
1 Apr Easter
2 Apr Easter Monday
5 May Cinco de Mayo
13 May Mother's Day

19 May Armed Forces Day
20 May Pentecost
21 May Pentecost Monday
28 May Memorial Day
14 Jun Flag Day
17 Jun Father's Day
4 Jul Independence Day

3 Sep Labor Day
11 Sep September 11th
17 Sep Citizenship Day
28 Sep Native American Day
8 Oct Columbus Day
16 Oct Boss's Day
20 Oct Sweetest Day

31 Oct Halloween
4 Nov Daylight Saving (End)
11 Nov Veterans' Day
22 Nov Thanksgiving
7 Dec Pearl Harbor
25 Dec Christmas Day
31 Dec New Year's Eve



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

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

July 9, 2018
5:30 p.m.

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

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

Also Present: Bernie Lynch and Sharon Flaherty, Community Paradigm Associates

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 5:30 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.

A2. Announcement and Public Comment M. Antes announced that the next COA sponsored concert is Thursday night. There was no Public Comment.

A3. Consent Calendar: Review and vote to approve

1. Vote the question of approving and signing expense warrants
2. Vote the question of approving the invoice for KP Law, dated June 15, 2018, Invoice No. 116620, for legal services rendered through May 31, 2018: \$10,649.94
3. Vote the question of approving the invoice for KP Law, dated June 15, 2018, Invoice No. 116559, for legal services rendered through May 31, 2018: \$612.1
4. Vote the question of approving the invoice for KP Law dated June 30, 2018, Invoice No. 116808, for legal services rendered through June 30, 2018: \$8,836.23.
5. Vote the question of approving the invoice for Valerio, Dominello & Hillman, LLC, dated June 5, 2018, Invoice No. 2, for legal services rendered through May 31, 2018: \$ 6,802.36.
6. Vote the question of approving the invoice for Valerio, Dominello & Hillman, LLC, dated June 19, 2018, Invoice No. 3, for legal services rendered through June 19, 2018: \$13,505.61.
7. Vote to authorize the Chair to review and approve for release previously approved Executive Session minutes, or parts thereof for the dates of May 18, 2015; February 1, 2016; July 13, 2016; July 25, 2016; August 3, 2016; November 21, 2016; March 13, 2017; and July 24, 2017
8. Vote the question of approving the request for exemption as required by MGL 268A Section 20 (b) for School Department employees Jeff Brewington, Jr., Sean Chase, Dennis Doherty, and Scott Parseghian to work as non-union/seasonal employees with the Recreation Department.
9. Vote to approve the request for the treasurer for a line item transfer in the amount of \$24,000 from the FY 2018 Treasurer's Expense Budget to the FY 2018 Debt Service Account.

M. Antes noted that items 5 and 6 might include a duplicate payment of legal bills. The Board discussed items 5 and 6 and whether legal expenses were restated in item 6. C. Karlson suggested an amendment to number seven on the Consent Calendar. The following language was added in addition to those dates any other executive session minutes related to completed legal matters.

C. Karlson moved, seconded by L. Jurist, to approve items 1, 2, 3, 4, 6, 7 as amended, 8, and 9 on the Consent Calendar. C. Karlson noted that the write-up on item 9 was thorough. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A4. Town Administrator search: Interviews with finalists as follows:

Bernie Lynch spoke to the revised questions and assignments and noted that the questions should be conversation starts in order to have a dialogue with the candidates. The questions were distributed to the Board at each place. M. Antes noted that she had received feedback on one of the candidates from someone who lives in the same town and also that one of the candidates was a finalist in Weston.

- **5:45 pm - Louise Miller** Louise Miller appeared before the Board to interview for the potential appointment as Town Administrator. L. Miller discussed her background and qualifications and what drew her to applying for the position. The Board asked her a prepared set of questions about finance, capital budgeting, communication, economic development, work style, and the possible structural change with the proposed special act in Wayland. L. Miller responded to each question and at times the Board asked follow-up questions. L. Miller asked the Board what its primary goal is for the new Town Administrator in the first year. C. Karlson said she would like the Board to refocus and let the professionals do their job. L. Anderson stated another goal is to make it easier to do business with the town.
- **6:45 pm - Andrew Scribner-MacLean** Andrew Scribner-MacLean appeared before the Board to interview for the potential appointment as Town Administrator. He discussed his background in public administration in the higher education and municipal government sectors and how it would answer Wayland's needs. He discussed his experience in dealing with similar issues to those Wayland faces today. The Board asked him a set of prepared questions about finance, capital budgeting, communication, economic development, work style, and the possible structure change in Wayland. A. Scribner-MacLean asked the Board where it wants to go with the possible Town Administrator/Town Manager change and what the dilemma is in moving forward. L. Anderson explained the Board's concern about the sustainability of the large number of boards and volunteers involved in town government, and that the Board would like to make better use of the town's professional staff.
- **7:45 pm - Graham Waters** Graham Waters appeared before the Board to interview for the potential appointment as Town Administrator. He discussed his background in municipal government in Maryland and Rhode Island and how his past experiences would help him deal with the issues Wayland is facing. The Board asked him a set of prepared questions about finance, capital budgeting, communication, economic development, work style, and the possible charter change in Wayland. G. Waters asked the Board a few questions, including the status and process of the Special Act and the future of goal setting for the Board.

The Board took a brief recess at 8:53 p.m. and reconvened at 9:00 p.m.

A5. Deliberation and possible vote to select a Town Administrator L. Anderson thanked all of the members of the Screening Committee, some of whom were in attendance. L. Anderson asked each Board member to comment on each candidate.

D. Levine stated L. Miller is an "out of the box" candidate, but is very smart, and he feels very strongly that she could succeed in the job. He stated A. Scribner-MacLean offers a lot of relevant experience and seems very reflective and visionary while G. Waters is unique and even though he is coming from two different states, thinks he will easily adapt.

L. Jurist said he thinks L. Miller can bring her experience and ideas in working in different towns to Wayland. A. Scribner-MacLean has a lot of good experience and ideas. L. Jurist said G. Waters might find it difficult with this position in Wayland being his first job in Massachusetts but thinks he will be good at relationship building.

C. Karlson liked how L. Miller answered the questions about management and her ideas around communication. She also liked her approach and enthusiasm about the potential Special Act. She liked A. Scribner-MacLean's communication suggestions with the Board and internally with the staff. She also liked his word choice around goals and vision. She noted that G. Waters was the only candidate that mentioned participating in the Board's goal setting. C. Karlson stated she liked how he would conduct outreach and the research he did about Wayland.

M. Antes noted L. Miller's strength in budgeting but felt her strong answers on paper didn't translate to her answers in person. She stated she thinks A. Scribner-MacLean would do a good job in Wayland. She found G. Water's answers vague.

L. Anderson stated she liked the fact L. Miller has experience working in a town that is similar to Wayland and that she has been an elected volunteer. She thought A. Scribner-MacLean was articulate but didn't get a sense of his management style. She stated G. Waters seemed to value good relationships and has a good financial background.

C. Karlson reviewed the community profile. D. Levine said he doesn't think the town can lose because all three candidates are qualified. However, he thinks L. Miller is ahead of the other candidates and thinks her skills and experience check off all of the boxes in the checklist of what Wayland needs. M. Antes said she thinks A. Scribner-MacLean could do the job well, but she has no problem going with L. Miller. L. Jurist said he liked G. Waters, but he would have to grow on the job. He said he thinks L. Miller can do an excellent job. C. Karlson said she supports L. Miller because she has the most multifaceted understanding of all the changes Wayland needs to make. L. Anderson said L. Miller has useful experience and sees her best relating to committees and employees. The Board agreed that L. Miller rose to the top based on tonight's interviews. L. Jurist asked B. Lynch his experience in hiring candidates without direct Town Administrator experience. B. Lynch explained that the depth of L. Miller's experience makes him comfortable with her ability and experience to step into the position.

D. Levine moved, seconded by C. Karlson, to nominate Louise Miller for appointment as Town Administrator and authorize the Chair to work with Community Paradigm Associates and town counsel to negotiate a contract. C. Karlson noted that the Board had three very good candidates from which to choose. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. B. Lynch will let the candidates know the outcome. The Board thanked Community Paradigm for its assistance.

A6. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any:
None.

A8. Adjourn D. Levine moved, seconded by L. Jurist, to adjourn the meeting at 9:43 p.m. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of July 9, 2018.

1. Questions for Town Administrator candidates with Board assignments

Items Included as Part of Agenda Packet for Discussion During the July 9, 2018 Board of Selectmen's Meeting

1. Community Paradigm Associates, LLC packet with resumes, writing samples and references for each Town Administrator finalist



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

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

July 16, 2018

6:45 p.m.

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

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

Also Present: Nan Balmer, Town Administrator

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 6:45 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.

A2. Enter into Executive Session: Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3), meet with representatives of the Recreation Commission and the Planning Board to conduct a strategy session with respect to litigation in the matter of Trustees of the Residences of 89 Oxbow Condominiums v. Town of Wayland and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel, the new Town Administrator Louise Miller and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with AFSCME 690 - 1 and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association, Inc. Local 176 and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining and impact bargaining with Wayland Police Officers Union and International Association of Firefighters, Local 1978 and, Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road, and pursuant to Section 21 (a) (3) to discuss strategy with respect to litigation regarding the Agreement with Twenty Wayland, LLC and the Town of Wayland, and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to review and approve the executive session minutes of June 11, 2018 and pursuant Massachusetts General Laws, Chapter 30A, Section 21 a (3) and (6) to review and approve the executive session minutes of June 25, 2018. **APPROVE AND HOLD: Executive Session minutes of June 11, 2018 and June 25, 2018. At 6:45 pm, L. Anderson moved, seconded by M. Antes, that the Board of Selectmen enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3), meet with representatives of the Recreation Commission and the Planning Board to conduct a strategy session with respect to litigation in the matter of Trustees of the Residences of 89 Oxbow Condominiums v. Town of Wayland and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel, the new Town Administrator Louise Miller and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with AFSCME 690 - 1 and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association, Inc. Local 176 and, Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy**

with respect to collective bargaining and impact bargaining with Wayland Police Officers Union and International Association of Firefighters, Local 1978 and, Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road, and pursuant to Section 21 (a) (3) to discuss strategy with respect to litigation regarding the Agreement with Twenty Wayland, LLC and the Town of Wayland, and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to review and approve the executive session minutes of June 11, 2018 and pursuant Massachusetts General Laws, Chapter 30A, Section 21 a (3) and (6) to review and approve the executive session minutes of June 25, 2018. APPROVE AND HOLD: Executive Session minutes of June 11, 2018 and June 25, 2018.

The Chair declares that a public discussion of these matters may have a detrimental effect on the litigating, negotiating or bargaining position of the Town. Roll call vote: YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson. NAY: none. ABSENT: D. Levine. ABSTAIN: none. Adopted 4-0. The Chair invites attendance by: Nan Balmer, Town Administrator, Katherine Brenna, Recreation Director, Paul McCarthy, Recreation Program Coordinator, Asa Foster, Chairman, Recreation Commission, Chris Fay, Recreation Commission, David Pearlman, Recreation Commission, Frank Krasin, Recreation Commission, Kelly Pierce, Recreation Commission, Attorney John Foskett, Labor Counsel, Miranda Jones, Chair, Personnel Board, Ira Montague, Chair, Planning Board, Attorney Carolyn Murray, KP Law, Mary Ann Peabody, Personnel Board member, Teri Hegarty, Executive Assistant, Town of Wayland and Police Chief Pat Swanick. The Board will reconvene in approximately 1 hour and 20 minutes for the remainder of the agenda.

The Board reconvened in open session at 8:15 pm.

D. Levine joined the meeting during Executive session.

A3. Announcement and Public Comment M. Antes noted that the State primary is Sept. 4 and a few candidate forums are upcoming. The forum for District Attorney candidates for Middlesex County is July 24 in Arlington, and on August 13, there is a debate in Needham for the candidates running for State Senate.

Mike Lowery, Lake Shore Drive, discussed the Attorney General's response to the Town's petition regarding 5 Concord Road. He said the Town's petition was predicated on a hypothetical need for a library, not an unconditionally Town accepted plan. He discussed other reasons he thinks played a factor in the AG's decision. He distributed a copy of his remarks.

Anette Lewis, Claypit Hill Road, read comments from Marlene Mailleux of 28 Concord Rd., relative to on street parking at Temple Or Atid at 97 Concord Road. A. Lewis, speaking for herself, said what the police chief has submitted has made on street parking palatable. She said she can live with card parking there for the holidays as long as there are sufficient detail officers to make sure everyone is safe. She said any recommendations to the Planning Department should include clear site lines for vehicles, not extending on to the travel lane and or the sidewalk.

A4. Agreements with Unions:

- 1. Vote to approve a Memorandum of Agreement with New England Police Benevolent Association, Inc. Local 176 regarding the 2017 through 2020 Collective Bargaining Agreement and,**
- 2. Vote to approve a Memorandum of Agreement with AFSCME – 690 – 1 regarding a nurse job**

C. Karlson moved, seconded by M. Antes, to vote to approve a Memorandum of Agreement with New England Police Benevolent Association, Inc. Local 176 regarding the 2017 - 2020 Collective Bargaining Agreement and to approve a Memorandum of Agreement with AFSCME – 690 – 1 regarding a nurse job share arrangement. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. 5 Concord Road: Review Attorney General's Decision with Town Counsel Town Counsel Carolyn Murray from KP Law came before the Board to discuss the Attorney General's decision. She stated the Town could challenge this decision in court which would force the AG to opine. The Board considered its options and thanked C. Murray for her work.

A6. FY 20 Budget Policy: Discussion and potential vote to approve N. Balmer said Town Counsel has reviewed the policy and there is nothing in contradiction to the existing Town bylaws. L. Anderson

discussed the feedback from the Finance Committee. She noted the budget policy is an interim step before the Special Act. FinCom wanted more information about the schedule and how a difference of an opinion is reconciled. C. Karlson said she understands the concern, but it should be self-evident that everyone will work on it together because the policy and bylaw call for the Town Administrator to work with the Finance Director and FinCom on issuing a budget guideline. Also, the Finance Director is responsible for setting the budget timetable. FinCom also wanted to be involved earlier in the process. Town Counsel C. Murray confirmed that this policy is in conformance with Town Code. C. Karlson noted that the Finance Director is using the 5-year model developed by FinCom last year and is already working closely with the School Business Manager.

L. Jurist moved, seconded by M. Antes, to approve the FY2020 Budget Policy. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A7. Town Manager's Special Act: Review with Town Counsel C. Murray went over each of her comments and recommendations with the proposed Special Act including amendments to the code, the leave of absence of the Town Manager, appointments, organization of agencies, and the administrative and financial responsibilities and power of the Town Manager.

L. Anderson asked if the Library falls under the same category as the Schools. C. Murray said this is an issue in every town, and when questioned about a ballot vote, stated that Town Meeting is the only vote that has to take place on this. She said it's not required that the Special Act come back before the voters, although the proposed language does bring it back before the voters in a ballot vote

A8. Meet as Traffic Commission: Discussion and potential vote to recommend that the Planning Board adopt conditions in its site plan relative to the Congregation Or Atid's request for limited off street parking. Brian Levey, counsel for Or Atid, came before the Board to ask the Board of Selectmen, acting as the Traffic Commission, to recommend to the Planning Board to adopt the Police Chief's recommended parking conditions, which amend the 2001 decision allowing on-street parking during the Jewish High Holy Days and occasional large funerals. B. Levey briefly discussed the background of the parking issue.

Police Chief P. Swanick came before the Board to answer questions. He stated that two detail officers would make it safer and in the future, there would be a parking plan created for the Temple and the Town to follow. M. Antes asked about a written agreement between the Temple and the neighbors in 2001 and whether it would be updated. M. Lowery, Board of Public Works, noted that snow could be a consideration for large funerals in the winter.

D. Levine moved, seconded by L. Jurist, that the Board of Selectmen acting in its capacity as Traffic Commissioners recommend to the Planning Board that it adopt the conditions attached as Exhibit A in a memo from Brian Levey, Counsel to Congregation Or Atid, to Lea Anderson, Chair of the Board of Selectmen, in connection to Or Atid's request to the Planning Board for limited on-street parking. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. B. Levey mentioned that as a friendly amendment he would add language to also restrict parking on Claypit Hill Road.

A9. Private Roads: Review and approve application form and appeals process N. Balmer discussed the memo from DPW Director T. Holder that describes the appeal process for private roads that are not plowed by the Town. The applications are due Sept. 1 this year, but in future years July 15. The DPW will then review and provide comment back to the Board of Selectmen. The Board discussed the materials and definitions that would be provided with the appeal application form, reviewed the documents and timetable, due dates in the first year and subsequent years. The Board agreed that the Chair could revise the format of the application with the Town Administrator and had no further comments.

A10. Update: Marijuana ballot question and timing of Board's action L. Anderson said the Marijuana working group met on July 9, 2018 with Town Counsel. In the packet there is a correspondence from KP Law about putting a ballot question on a state election. L. Anderson discussed the options that are available and their deadlines. The Board will discuss this further at its next meeting and will receive the recommendation of the working group.

A11. Town Administrator Report

1. Correspondence

2. Review FY 18 legal expenses N. Balmer said there is a legal report included in the packet that the Board might want to discuss at a future meeting. There are currently 50 legal matters between labor counsel and town counsel, and 15 additional matters not included because they fall under tax foreclosures or assessing. M. Antes noted the amount spent on Open Meeting Law issues. C. Karlson asked if legal expenses had been paid or offset by any departments or only paid out of the legal budget. More information will be provided at an upcoming meeting.

A12. Minutes: Review and vote to approve minutes of June 25, 2018 and July 2, 2018

M. Antes moved, seconded by C. Karlson, to approve the minutes of June 25, 2018 and July 2, 2018, as amended. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A13. 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 for KP Law, dated June 30, 2018, Invoice No. 117003, for legal services rendered through June 30, 2018: \$1,001.**
- 3. Vote the question of approving an application to the Historic District Commission for a sandwich board sign for Wayland Garden Club at the Wayland Depot**
- 4. Vote to approve a letter from the Wayland Board of Selectmen to Representatives Gentile and Peisch encouraging them to include in pending legislation language the would require Eversource to change its pending new fixed electricity charge on new residential solar customers beginning next year.**
- 5. Vote the question of approving the invoice for Valerio, Dominello & Hillman, LLC, dated June 5, 2018, Invoice N. 2, for legal services rendered through May 31, 2018: \$ 6,802.36***
- 6. Vote the question of approving the invoice for Valerio, Dominello & Hillman, LLC, dated July 9, 2018, Invoice N. 4, for legal services rendered through June 30, 2018: \$2,744.80**

*** Invoice No. 3 approved July 9, 2018 was revised from \$13,505.61 to \$6,703.25**

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

A14. Correspondence Review L. Jurist wanted to make certain that residents knew to use the form to appeal a private road plowing decision. C. Karlson noted the letter recognizing the hard work and dedication from Recreation Director Katherine Brenna. She also pointed out that the Police report noted there was one business that didn't pass the tobacco compliance check. L. Anderson said she found Elizabeth Rust's housing status report very interesting and also noted the letter from Jim Mullane regarding the legislation passed by the Senate to support local cable channels.

A15. Selectmen's reports and concerns M. Antes noted that the storm water forum will be in September 2018. The League of Women Voters will have a special town meeting issues meeting on November 1. C. Karlson noted that the financial summit will be September 17. M. Antes mentioned that the Housing Trust may have an article for the Special Town Meeting regarding proposed legislation that is similar to the Community Preservation Act in that there would be dedicated funding towards affordable housing.

A16. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any:
None.

A17. Adjourn D. Levine moved, seconded by L. Jurist, to adjourn the meeting at 10:05 p.m. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of July 16, 2018.

- 1. Draft of Act Establishing the Position of Town Manager in the Town of Wayland**
- 2. Key Points of Discussion for Discussion with Town Counsel about Special Act**

3. Comments on Proposed Amendment to April 10, 2001 Site Plan Approval for 97 Concord Road – Congregation Or Atid to Allow Parking on Concord Road and Training Field Road
4. Public Comment: Lessons Learned – Petition to AG's office by Wayland resident Michael Lowery re: new library's defeat

Items Included as Part of Agenda Packet for Discussion During the July 16, 2018 Board of Selectmen's Meeting

1. Correspondence from Sean Hildenbrandt, Legal Analyst II, Non-Profit Organizations/Public Charities Division, Office of the Attorney General to Carolyn M. Murray, Esq. dated June 25, 2018 re: Wayland Free Public Library
2. Board of Selectmen's Policy on the FY 2020 Budget Process (Draft dated 7/2/2018)
3. An Act Establishing the Position of Town Manager in the Town of Wayland (Draft)
4. Correspondence from Dave Watkins, Chairman of the Finance Committee to the Board of Selectmen dated June 28, 2018 re: Financial Committee comment on the Special Act
5. Correspondence from Brian Levey, Counsel to Congregation Or Atid to Lea Anderson, Chair, Board of Selectmen dated July 9, 2018 re: 97 Concord Road – Request for Traffic Commission Recommendation to Planning Board
6. Town of Wayland Traffic Commission Authority information
7. Correspondence from Carolyn Murray, Esq. to Sarkis Sarkisian, Planning Department, dated June 21, 2018 re: Wayland Modification of Site Plan Approval – Congregation Or Atid
8. Correspondence from Chief Patrick Swanick to Nan Balmer, Town Administrator, dated July 12, 2018 re: 97 Concord Road – Congregation Or Atid
9. Correspondence to Board of Selectmen from Thomas Holder, Director of Department of Public Works dated July 12, 2018 re: Private Ways of Plowing – Appeal Process
10. Town Administrator's Report for week ending July 13, 2018
11. Draft of Board of Selectmen minutes from June 25, 2018
12. Draft of Board of Selectmen minutes from July 2, 2018



NAN BALMER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

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

July 23, 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, Douglas A. Levine (7:04pm), Louis M. Jurist

Also Present: Nan Balmer, Town Administrator

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 6:45 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.

A2. Enter into Executive Session: Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road, and pursuant to Section 21 (a) (3) to discuss strategy with respect to litigation regarding the Agreement with Twenty Wayland, LLC and the Town of Wayland, and Pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel, the new Town Administrator Louise Miller At 7:02 pm, L. Anderson moved, seconded by M. Antes, that the Board of Selectmen enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road, and pursuant to Section 21 (a) (3) to discuss strategy with respect to litigation regarding the Agreement with Twenty Wayland, LLC and the Town of Wayland, and Pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel, the new Town Administrator Louise Miller. The Chair declares that a public discussion of these matters may have a detrimental effect on the litigating, negotiating or bargaining position of the Town. Roll call vote: YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson. NAY: none. ABSENT: D. Levine. ABSTAIN: none. Adopted 4-0. The Chair invites attendance by: Nan Balmer, Town Administrator and Teri Hegarty, Executive Assistant, Town of Wayland. The Board will reconvene in approximately 20 minutes for the purpose of conducting the regular agenda.

The Board reconvened at 7:22 pm.

D. Levine joined the meeting during Executive Session.

A3. Announcement and Public Comment M. Antes mentioned that there are two candidate forums coming up. In Arlington there is a forum featuring candidates for District Attorney tomorrow, July 24, and on Aug 13 a forum will be held for candidates running for State Senate. C. Karlson stated there is a Wailin Wednesdays concert over at Town Center this Wednesday. D. Levine reported that the last traffic light went up at the intersection of Rtes. 27 and Rt. 30. There was no Public Comment.

A4. Marijuana Discussion with Town Planner: Review Working Group memo and the schedule to place zoning articles on the Special Town Meeting warrant, potential vote to set date for Special Election Town Planner Sarkis Sarkisian came before the Board to discuss the memo from the Marijuana Working Group. He thanked everyone who participated in the group for their time and efforts and discussed the three options that are listed in the memo: do nothing, a full ban or a zoning overlay. L. Jurist asked what would happen if there wasn't a ban. S. Sarkisian said applications would be handled under current zoning and there are some secondary issues with commercializing marijuana that could bring potential problems when it comes to public safety. L. Anderson said the Town has the right to revisit this issue in the future when they can see how it has transpired in other towns. The Board discussed the way it should be messaged to residents. They also discussed possible election dates and what other surrounding towns are currently doing. The Board decided to recommend to the Planning Board to proceed with both zoning articles, one for the overlay and one for the ban, and to set a date for a special election on October 2.

C. Karlson moved, seconded by M. Antes, to set the date for a special election on October 2, 2018 and authorize the Chair and the Town Administrator to work with Counsel on ballot question language for a ban on the commercialization of marijuana. YEA: L. Anderson. M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

S. Sarkisian outlined the Planning Board's potential hearing schedule.

A5. Special Act: Update on Selectmen's work with boards and committees, discuss next steps Each member discussed their progress working with liaison boards and committees. L. Anderson reminded members to ask the boards and committees to respond in writing or Board members should write up a summary themselves. The Board will schedule a work session to review all feedback on the Special Act.

A6. 2018 Special Town Meeting: Review list of Town Meeting Articles, Discuss articles to be sponsored by Board of Selectmen, Review STM Schedule and Warrant Article Form N. Balmer stated there is a list of potential articles for the Board to review. She said there would likely be additional articles. N. Balmer asked members to send her any edits to the article and petitioner forms.

A7. Town Administrator Report

1. **Correspondence** None.
2. **Town Administrator Vacation/Acting Town Administrator** N. Balmer requested the Board appoint an Acting Town Administrator while she is on vacation because will not be responding to Town business. The action is listed on the Consent Calendar.
3. **Private Roads- Final Package** N. Balmer said the documents that are in the packet will be hand delivered to affected residents, released to local media outlets and posted on the website.

A8. Minutes: No minutes were available for discussion. C. Karlson said that draft minutes would be ready at the next meeting.

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 appointing Elizabeth Doucette, Assistant Town Administrator, to serve as Acting Town Administrator for the period of July 26,2018- August 6,2018 consistent with Chapter 60-4 of the Town Code**
3. **Vote the question of approving Town Committee Re-appointments:**
 - a. **Vote for three-year term beginning 7/1/2018 and ending June 30, 2021**
 - i. **Senior Tax Relief Committee: Pauline DiCesare**
 - b. **Vote for two-year term beginning 7/1/2018 and ending June 30, 2020.**
 - i. **Cultural Council: Kara Brewton and Barbara Holtz**
4. **Vote the question of approving a One-day Liquor License for an event at Good Shepherd Parish's St. Zepherin Center, 99 Main Street, Wayland, MA 01778 on Sunday, August 5, 2018 from 2 p.m. to 9:00 p.m.**

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

A10. Correspondence Review L. Anderson noted Linda Segal's letter of resignation from the ZBA stating she will be moving out of Town. L. Anderson said she would write a letter to her and thank her for her knowledge and service over the years.

A11. Selectmen's reports and concerns L. Anderson said the Board is meeting on August 6 and August 20. The STM Warrant workshop is scheduled for Wednesday, September 5. The Board might be meeting on some Wednesdays due to the upcoming Monday holidays. The financial summit is September 17.

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

A13. Adjourn L. Jurist moved, seconded by D. Levine, to adjourn the meeting at 8:27 p.m. YEA: L. Anderson, M. Antes, D, Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of July 23, 2018.

None.

Items Included as Part of Agenda Packet for Discussion During the July 23, 2018 Board of Selectmen's Meeting

1. Correspondence from Sarkis Sarkisian, Town Planner and Julia Junghanns, Director of Public Health To Board of Selectmen dated July 19, 2018 re: Commercialization of Marijuana in Wayland.
2. Correspondence from Attorney Lauren Goldberg, KP Law, to Beth Klein, Town Clerk, dated July 3, 2018 Re: Holding Local election on Same Date as State Election
3. Correspondence from Attorney Katherine Laughman, KP Law, to Julia Junghanns, Sarkis Sarkisian, Nan Balmer, Carolyn Murray, Amy Kwesell, Beth Klein dated June 25, 2018 re: Marijuana Ballot Question
4. Correspondence from Beth Klein, Town Clerk, to Board of Selectmen dated June 21, 2018 re: questions raised on holding a special election regarding marijuana question
5. Draft of An Act Establishing the Position of Town Manager in the Town of Wayland
6. List of Potential Articles for November 13, 2018 Special Town Meeting
7. Draft of 2018 Special Town Meeting Schedule
8. Announcement: Opening of the Special Town Meeting Warrant, 2018 Special Town Meeting, Tuesday, November 13, 2018
9. Warrant Article Process: Guide for Petitioners
10. Town Administrator's Report for the Week Ending July 20, 2018 – includes: Private Road Package and Town Administrator Vacation and Appointment of Acting Town Administrator

BOARD OF SELECTMEN
Monday, August 6, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote the question of approving the placement of four temporary sandwich board signs from Saturday, September 1, 2018 through Saturday, September 8, 2018, to be placed at Fire Station Two in Cochituate, Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill, and Town Center (corner of Routes 20 and 27), for a beach event sponsored by the Wayland Children and Parents Association
3. Vote the question of approving the Local Initiative Program (LIP) Local Action Unit (LAU) Application for the property located at 11 Hammond Road, Wayland, for submission to the Department of Housing and Community Development (DHCD)
4. Vote the question of approving the placement of four temporary sandwich board signs from Friday, August 10, 2018 through Monday, September 10, 2018, to be placed at Fire Station Two in Cochituate, Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill, and Town Center (corner of Routes 20 and 27), for a Learning Lab sponsored by the Congregation Or Atid

Porter, David

From: Emily Kristofek <emilykristo@gmail.com>
Sent: Monday, July 30, 2018 2:04 PM
To: Porter, David
Subject: WCPA sandwich boards

I'm now emailing you on behalf of the WCPA, to request sandwich board signs starting Sat Sept 1 for our beach event on Sat Sep 8. The locations of the 4 signs would be:

- "Five Corners" of Rt. 126 and Route 27
- Cochituate Fire Station
- Corner of Route 20 and Route 27
- Coach Grill

Thanks David! Let me know what you think.

Emily Kristofek
WCPA Marketing

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the DHCD website at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

The Town of Wayland Municipal Affordable Housing Trust Fund (the "Trust") was established by Town Meeting vote in the spring of 2014. The purpose of the Trust is to "provide for the creation and preservation of affordable housing in the Town of Wayland for the benefit of low and moderate income households." Trustees include representatives of the Board of Selectmen, Planning Board, Wayland Housing Authority, and Wayland Housing Partnership, as well as three at-large members.

After looking at several properties, the Trust purchased an existing four-bedroom, single family house, situated on approximately 0.41 acres, at 11 Hammond Road, Wayland. This acquisition was funded, in part, with CPA funds previously transferred to the Trust.

The acquisition met criteria that included an affordable price, satisfactory condition of the building, and sufficient land to allow for the potential construction of one or two additional units (see below). Following the installation of a new septic system, the completion of some needed repairs, and completion of the LIP process, the existing house will be ready for occupancy by a family eligible for this unit of affordable housing.

The Trustees plan to rent rather than sell the existing house in order to meet the greater need for rental housing in Town and to retain the option for further development on the site. The Trustees are exploring the potential long-term lease of the property to the Wayland Housing Authority (the "WHA") which, in turn, would rent the existing house to a family who meets the criteria for this affordable housing unit. Alternatively, the Trust will be the landlord and it will engage the WHA to manage the property and handle the actual rental process.

This application is for the existing house only.

Future Development

The Trust was fortunate to receive a sum of money for each condo unit developed behind the Town Center shopping area in lieu of a traditional 40B development. Now that the condo project is complete, and those funds have been deposited in the Trust's account, the only regular funding source is the 10 percent of CPA funds set aside for housing.

The Trustees believe that given the Trust's limited resources and the Town's need for affordable housing, where feasible, the Trustees should strive to develop at least one additional housing unit on each parcel of land the Trust purchases.

While the hope had been to build a duplex which would have maximized the value of the purchase, the Trustees have decided to pursue the permitting (under M.G.L. Chapter 40B) and the construction of a three-bedroom, single family house for use as affordable housing.

This decision was made in light of neighborhood concerns regarding density, particularly that of the nearest abutter. The Trustees are particularly sensitive to the concerns of residents of this part of Wayland (the Cochituate area) due to the recent construction of a CVS, another nearby 40B application, and the current distribution of affordable housing, which is predominantly located in this part of Town. On the other hand, the Trustees are also cognizant of the Trust's mandate to create (and preserve) affordable housing.

This additional unit will be the subject of a future LIP application.

Signatures of Support for the Local Action Unit Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: _____

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature: Rachel G. Bratt

Print Name: Rachel G. Bratt

Date: June 5 2018

Municipal Contact Information

Chief Executive Officer

Name Lea Anderson
Address 41 Cochituate Road, Wayland, MA 01778
Phone _____
Email landerson@wayland.ma.us

Town Administrator/Manager

Name Nan Balmer, Town Administrator
Address 41 Cochituate Road, Wayland, MA 01778
Phone 508-358-3620
Email nbalmer@wayland.ma.us

City/Town Planner (if any)

Name Sarkis Sarkisian
Address 41 Cochituate Road, Wayland, MA 01778
Phone 508-358-3778
Email ssarkisian@wayland.ma.us

City/Town Counsel

Name Carolyn M. Murray, Esq. KP Law
Address 101 Arch Street, 12th Floor Boston, MA 02110
Phone 617-654-1726
Email cmurray@k-plaw.com

Chairman, Local Housing Partnership (if any)

Name Rachel Bratt
Address 41 Cochituate Road, Wayland, MA 01778
Phone _____
Email _____

Community Contact Person for this project

Name Brian T. O'Herlihy, Trustee & Treasurer
Address _____
Phone _____
Email _____

The Project

Developer/Owner

Name Municipal Affordable Housing Trust Fund Board

Address 41 Cochituate Road, Wayland, MA 01778

Phone _____

Email mantes@wayland.ma.us

Is your municipality utilizing any HOME or CDBG funding for this project? ☐ Yes ☒ No

Local tax rate per thousand - \$18.03 for Fiscal Year 2018 (Trust is exempt from local taxes)

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	<u>1</u>	<u>1</u>
Rowhouse/townhouse	_____	_____
Duplex	_____	_____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (specify)	_____	_____

Unit Composition

Type of Unit: Condo Ownership Fee Simple Ownership Rental	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/ Rents	Proposed Condo Fee
Affordable:	1	4	1.5	3,322	1,838	\$1,687/mo	0
Market:	0	0	0	0	0	0	0

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.



2014 00156722

Bk: 84363 Pg: 415 Doc: TRUST
Page: 1 of 10 10/14/2014 03:40 PM**DECLARATION OF TRUST****TOWN OF WAYLAND
MUNICIPAL AFFORDABLE HOUSING TRUST FUND**

We, Mary M. Antes, Jacqueline Ducharme, Stephen A. Greenbaum, Kevin F. Murphy, Brian T. O'Herlihy, Armine S. Roat and Susan Weinstein, all of Wayland, Massachusetts (the "Trustees"), hereby declare that fifty one thousand three hundred thirty nine and no/100 dollars (\$51,339.00) is held in trust hereunder and any and all additional funds, property and interests in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the persons or class of persons referenced in Section Four, Beneficiaries, below.

SECTION ONE**NAME**

1.1 This Trust is created pursuant to Chapter 491 of the Massachusetts Acts of 2004, as amended by Sections 1 through 6 of Chapter 109 of the Acts of 2006 and the vote of the 2014 Annual Town Meeting under Article 12 of the Warrant therefor, and shall be known as the TOWN OF WAYLAND MUNICIPAL AFFORDABLE HOUSING TRUST FUND (the "Trust"), and all of the business of the Trust shall be conducted and transacted under said name.

SECTION TWO**PURPOSE**

2.1 The purpose of the Trust is to provide for the creation and preservation of affordable housing in the Town of Wayland for the benefit of low and moderate income households.

SECTION THREE**TRUSTEES**

3.1 There shall be a board of trustees, (the "Trustees"), which shall be comprised of seven (7) members, including a Selectman. Trustees shall be appointed by the Board of Selectmen. In making appointments to fill the remaining positions, the Board of Selectmen shall give preference to the following: (i) a member of the Wayland Housing Authority; (ii) a member of the Planning Board; (iii) a member of the Wayland Housing Partnership; (iv) a real estate law specialist licensed to practice law in the Commonwealth of Massachusetts; and (v) two residents. The

AFTER RECORDING, MAIL TO:**Mark J. Lanza, Esq.****9 Emersonmill Square, Suite 4A4****Concord, MA 01742-2858**

Trustees shall be appointed by the Board of Selectmen and shall serve for terms of two (2) years beginning on July 1st and expiring on June 30th, except as hereinafter provided. The initial terms of four of the Trustees shall be for one (1) year and three of the Trustees shall be for two (2) years. The Board of Selectmen shall strive for geographical diversity for the benefit of the entire Town. Thereafter, the terms of all Trustees shall be for two (2) years, except for Trustees who are appointed to fill the unexpired term of a Trustee whose position has become vacant before the end of the term. There shall be no limit on the number of terms served by an individual. The Trustees shall receive no compensation for serving as a trustee of the Trust.

3.2 The term "Trustees" shall include, Mary M. Antes, Jacqueline Ducharme, Stephen A. Greenbaum, Kevin F. Murphy, Brian T. O'Herlihy, Armine S. Roat and Susan Weinstein, as original trustees, as well as successor trustees, and shall mean the trustees for time being under the Trust.

3.3 The Trustees are designated as public agents for purposes of the Constitution of the Commonwealth.

3.4 The Trust is a public employer and shall be deemed a municipal agency. The Trustees are public employees for purposes of Massachusetts General Laws Chapter 258 and special municipal employees for purposes of Massachusetts General Laws Chapter 268A. The Trustees shall not be deemed to be employees for purposes of Massachusetts General Laws Chapters 32 and 32B.

3.5 The Trust is a public body for purposes of Massachusetts General Laws Chapter 30A, Sections 18 through 25.

3.6 The Trust is a board of the Town of Wayland for purposes of Massachusetts General Laws Chapter 30B and Chapter 40, Section 15A. However, agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments and public instrumentalities of Town shall be exempt from the provisions of said Chapter 30B.

3.7 A majority of all of the Trustees may execute any and all instruments and certificates necessary to carry out the provisions of the Trust, unless the Trustees designate a trustee or trustees constituting less than a majority of said board to do so by an appropriate instrument filed in the Office of the Town Clerk and recorded with the Middlesex South Registry of Deeds.

3.8 No Trustee shall be required to furnish a bond. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as action in good faith and within the scope

of the Trustees' powers and authority, but shall be responsible only for his own willful breach of trust. Pursuant to Chapter 258 of the Massachusetts General Laws, the Trustees shall be indemnified by the Town of Wayland for their actions and omissions, except as aforesaid. No license of court shall be requisite to the validity of any transaction entered into by the Trustee.

3.9 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of said registry of deeds to be Trustees, as required by Section 3.2 as to who are the Trustees or Trustee duly authorized by a majority all of the Trustees to act or as to the authority to execute any documents or instruments including, but not limited to, those recited in Section 3.6 hereof or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs to the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION FOUR **BENEFICIARIES**

4.1 The beneficiaries of the Trust shall be low and moderate income households in the Town of Wayland. The meaning of the term "low and moderate income household" shall be as defined in the by-laws adopted from time to time by the Trustees.

4.2 Any Trustee may, without impropriety, become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he or she were not a Trustee.

SECTION FIVE **POWERS OF TRUSTEES**

5.1 The Trustees, in their sole discretion, shall hold the principal of this Trust, and receive the income therefrom for the benefit of the Beneficiaries, and shall transfer, convey and pay over the principal and income thereof pursuant to their powers and the Trust purpose for the benefit of the Beneficiaries, as the Trustees.

5.2 The Trustees shall have the following powers:

5.2.1 to accept and receive property, whether real or personal, tangible or intangible, by gift, grant,

devise, or transfer from any person, firm, corporation or other public or private entity, including without limitation grants of funds or other property tendered to the Trust in connection with provisions of the Town's Zoning Bylaw or any other by-law or any general or special law or any other source, including Community Preservation Funds under Chapter 44B of the Massachusetts General Laws, except that transfers of Town-owned real property to the Trust shall be approved by a two-thirds vote of a town meeting pursuant to Massachusetts General Laws Chapter 40, Section 15A;

5.2.2. to purchase and retain real or tangible or intangible personal property, including without restriction investments that yield a high rate of income or no income;

5.2.3 to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract, except that the purchase and/or development of more than two (2) dwellings in a single structure, site, development or project must be approved jointly by the Board of Selectman and Planning Board;

5.2.4 to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;

5.2.5 to employ advisors and agents, such as accountants, appraisers and lawyers as the Trustees deem necessary;

5.2.6 to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustee deem advisable;

5.2.7 to apportion receipts and charges between incomes and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

5.2.8 to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

5.2.9 to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of Trust Estate, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;

5.2.10 to carry property for accounting purposes other than acquisition date values;

5.2.11 to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge trust assets as collateral, except that the Trust may not borrow, mortgage or pledge as security in an amount greater than the total current assets of the Trust, except that (i) the Board shall not mortgage or pledge as security an amount greater than the total current assets of the Trust, unless such greater amount is approved by the Board of Selectmen and by the Planning Board by a majority vote and (ii) no money borrowed and no debt issued by the Board shall be an obligation of the Town of Wayland;

5.2.12 to make distributions or divisions of principal in kind;

5.2.13 to compromise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial

satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Trustees may deem appropriate;

5.2.14 to manage or improve real property; and to abandon any property which the Trustees determine not to be worth retaining;

5.2.15 to hold all or part of the Trust Estate uninvested for such purposes and for such time as the Trustees may deem appropriate;

5.2.16 to extend the time for payment and amend other terms of any obligation to the Trust; and

5.2.17 to adopt and amend policies and by-laws for the conduct of the affairs of the Trust.

5.3 Any persons or entities extending credit to, contracting with or having any claim against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim, or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries shall be personally liable nor the Town of Wayland shall be liable therefor. If any Trustee shall at any time for any reason (other than the willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Town of Wayland, against all loss, costs, damage, or expense by reason of such liability to the greatest extent permitted under the provisions of Massachusetts General Laws Chapter 258.

SECTION SIX

TRUST PROPERTY

6.1 Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any provision of the Town's Zoning Bylaw or other by-law, comprehensive permit condition, special permit condition, provision of a decision of a Town board or committee, exaction fee, or private contributions shall be paid directly into the Trust and need not be appropriated or accepted by the Town and approved into the Trust. General revenues of the Town appropriated into the Trust and funds transferred from the Town's Community Preservation Fund into the Trust become Trust property and to be expended these funds need not be further appropriated by the Town. All moneys remaining in the Trust at the end of any

fiscal year, whether or not expended by the Trustees within one year of the date they were appropriated into the Trust, shall remain Trust property.

SECTION SEVEN
EXEMPTION FROM TAXES

7.1 The Trust is exempt from the provisions of Massachusetts General Laws Chapters 59 and 62, and from any other provisions of law concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or the Town of Wayland.

SECTION EIGHT
ANNUAL AUDIT

8.1 The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices.

8.2 A copy of each annual audit report shall be filed with the Town's Board of Selectmen and in the Office of the Town Clerk.

SECTION NINE
TERMINATION

9.1 This Trust may be terminated by the Town's rescission of its acceptance of the provisions of Chapter 461 of the Acts of 2004, as amended, by majority vote at an annual meeting of the Town pursuant to Massachusetts General Laws Chapter 4, Section 4B. Upon any such termination of the Trust, a certification of termination, executed by a majority of all members of said board of trustees, shall be recorded with said registry of deeds.

9.2 The common law Rule Against Perpetuities and the provisions of Massachusetts General Laws Chapter 184A shall not apply to the Trust.

9.3 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Town of Wayland or its designee, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION TEN
AMENDMENTS

10.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by a majority of all members of said board of trustees, provided in each case that the amendment shall not become effective until a certificate setting forth the terms of such amendment, signed by the Trustees, is filed in the Office of the Town Clerk recorded with said Registry of Deeds.

SECTION ELEVEN
RESIGNATION AND SUCCESSOR TRUSTEES

11.1 Any Trustee hereunder may resign at any time by an instrument in writing, signed and acknowledged by such trustee and delivered to the Town's Board of Selectmen, the Office of the Town Clerk and all remaining trustees. Such resignation shall take effect on the later of the date specified therein or the date of the recording of such instrument with said Registry of Deeds.

11.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument in writing signed by a majority of all members of the Board of Selectmen, provided in each case that a certificate signed by any Trustee naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Office of the Town Clerk and in said registry of deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional trustee or trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

SECTION TWELVE
GOVERNING LAW

12.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION THIRTEEN
CONSTRUCTION OF TERMS

13.1 In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include

individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.

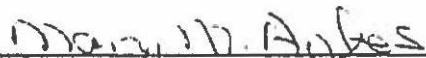
SECTION FOURTEEN
TITLES

14.1 The titles to the various Sections herein are for convenience only and are not to be considered part of said Sections nor shall they affect the meaning or the language of any such section.

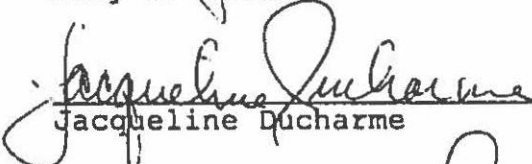
SECTION FIFTEEN
RECORDING

15.1 This Declaration of Trust shall be recorded with the Middlesex South District Registry of Deeds and filed in the Office of the Town Clerk of the Town of Wayland.

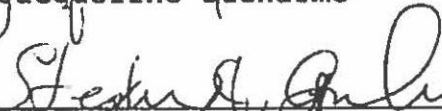
WITNESS our hands and seals this 8th day of October, 2014.



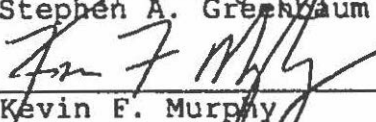
Mary M. Antes



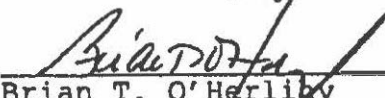
Jacqueline Ducharme



Stephen A. Greenbaum



Kevin F. Murphy



Brian T. O'Herlihy



Armine Spat



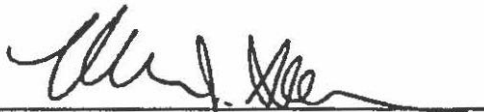
Susan Weinstein

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 8, 2014

On this day, before me, the undersigned notary public, personally appeared Mary M. Antes, Jacqueline Ducharme, Stephen A. Greenbaum, Kevin F. Murphy, Brian T. O'Herlihy, Armine S. Roat and Susan Weinstein proved to me through satisfactory evidence of identification, which was personal recognition, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily, as Trustees as aforesaid, for its stated purpose.



Mark J. Lanza, Notary Public
My Commission Expires: 1/29/2021



ARTICLE 10: FUND AFFORDABLE HOUSING

Proposed by: Board of Selectmen

Estimated Cost: \$51,339

To determine whether the Town will vote to appropriate a sum of money for the acquisition, development, or creation of community housing; and to determine whether such appropriation shall be provided by taxation, transfer from available funds, transfer from funds already appropriated for another purpose, by borrowing or otherwise.

MOTION:

Edward J. Collins moved and was duly seconded that the Town vote to appropriate \$51,339. to be deposited in the Wayland Municipal Affordable Trust Fund to be created pursuant to Massachusetts General Laws Chapter 44, Section 55C for the acquisition, development, or creation of community housing; and that said appropriation be provided by transferring \$45,839. from the Housing Fund and by transferring \$5,500. from the Affordable Housing Fund.

<u>VOTED:</u>	IN FAVOR:	229	MOTION PASSED
	OPPOSED:	13	

ARTICLE 11: TRANSFER "ROCKY POINT" PARCEL FROM BOARD OF PUBLIC WORKS TO CONSERVATION COMMISSION

Proposed by: Board of Public Works

To see if the Town will vote to authorize the Board of Public Works, with the approval of Town Counsel as to form, to transfer the care, custody, management and control to the Conservation Commission for conservation and passive recreation purposes, a parcel of land having an area of 29,984 square feet, acquired pursuant to a vote of the Town on March 11, 1968, shown as Parcel 47C-006 on the Town's Assessors Map and as "Rupbert F. Doyle, 0.8 +/- Acres" on a plan entitled "Plan of Land in Wayland, Mass. Compiled From Plans and Deeds Sept. 20, 1967 Scale 1" - 100' Wayland Engineering Department," and recorded in Book 11628, Page 219 at the Middlesex Registry of Deeds, or take any action relative thereto.

MOTION:

Michael Lowery moved that the Town vote to authorize the Board of Public Works, with the approval of Town Counsel as to form, to transfer the care, custody, management and control to the Conservation Commission for conservation and passive recreation purposes, a parcel of land having an area of 29,984 square feet, acquired pursuant to a vote of the Town on March 11, 1968, shown as Parcel 47C-006 on the Town's Assessors Map and as "Rupbert F. Doyle, 0.8 +/- Acres" on a plan entitled "Plan of Land in Wayland, Mass. Compiled From Plans and Deeds" dated Sept. 20, 1967, Scale 1" - 100' prepared by the Wayland Engineering Department and recorded in Book 11628, Page 219 at the Middlesex Registry of Deeds.

<u>VOTED:</u>	IN FAVOR:	239	MOTION PASSED BY MORE THAN 2/3 VOTE
	OPPOSED:	7	

ARTICLE 12: MUNICIPAL AFFORDABLE HOUSING TRUST FUND

Proposed by: Planning Board

To determine whether the Town will vote to:

a.) accept the provisions of Massachusetts General Laws Chapter 44, Section 55C to establish a trust to be known as the Municipal Affordable Housing Trust Fund; and

b.) amend the Code of the Town of Wayland by adding thereto the following new Chapter:

Chapter 77 Municipal Affordable Housing Trust Fund

§77-1. Establishment; purpose. There shall be a trust to be known as the Municipal Affordable Housing Trust Fund, referred to in this Chapter as the Trust. The purpose of the Trust is to provide for the creation and preservation of affordable housing in the Town of Wayland for the benefit of low and moderate income households.

§77-2. Board of Trustees; appointment; terms. The Trust shall be governed by a board consisting of seven trustees (the Board). At least one trustee shall be a member of the Board of Selectmen. In making appointments to fill the remaining positions, the Board of Selectmen shall give preference to the following: (i) a member of the Wayland Housing Authority; (ii) a member of the Planning Board; (iii) a member of the Housing Partnership; (iv) a real estate law specialist licensed to practice law in the Commonwealth of Massachusetts; and (v) two residents. The Trustees shall be appointed by the Board of Selectmen and shall serve for terms of two years beginning on July 1st and expiring on June 30th, except as hereinafter provided. The initial terms of four of the Trustees shall be for one year and three of the Trustees shall be for two years. The Board of Selectmen shall strive for geographical diversity for the benefit of the entire Town. Thereafter, the terms of all Trustees shall be for two years, except for Trustees who are appointed to fill the unexpired term of a Trustee whose position has become vacant before the end of the term. There shall be no limit on the number of terms served by an individual.

§77-3. Powers; authority; The Board shall have the powers set forth herein for the Trust which is on file in the Office of the Town Clerk, and the following powers, all of which shall be carried out as fiduciaries through the exercise of due diligence and prudence and in furtherance of the purposes of Massachusetts General Laws Chapter 44, Section 55C:

- (a) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any by-law or any general or special law or any other source, including money from said chapter 44B, except that transfers of Town-owned real property to the Trust shall be approved by a two-thirds supermajority vote of a town meeting pursuant to Massachusetts General Laws Chapter 40, Section 15A;
- (b) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- (c) to sell, lease, exchange, transfer or purchase real property. The purchase and/or development of more than two dwellings must be approved jointly by the Board of Selectman and Planning Board.
- (d) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;
- (e) to employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;
- (f) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;
- (g) to apportion receipts and charges between incomes and principal as the Board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- (h) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- (i) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;
- (j) to carry property for accounting purposes other than acquisition date values;
- (k) to borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge trust assets as collateral, except that (i) the Board shall not mortgage or pledge as security an amount greater than the total current assets of the Trust, unless such greater amount is approved by the Board

of Selectmen and by the Planning Board by a majority vote and (ii) no money borrowed and no debt issued by the Board shall be an obligation of the Town of Wayland.

- (l) to make distributions or divisions of principal in kind;
- (m) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Board may deem appropriate;
- (n) to manage or improve existing real property; and to abandon any property which the Board determined not to be worth retaining;
- (o) to hold all or part of the Trust property uninvested for such purposes and for such time as the Board may deem appropriate; and
- (p) to extend the time for payment of any obligation to the Trust.

PLANNING BOARD COMMENTS: The Planning Board, at their meeting on March 4, 2014, voted 4-0 to support this article.

MOTION:

Albert Ira Montague moved that the Town vote to:

- a.) accept the provisions of Massachusetts General Laws Chapter 44, Section 55C to establish a trust to be known as the Municipal Affordable Housing Trust Fund; and
- b.) amend the Code of the Town of Wayland by adding thereto a new Chapter entitled "Chapter 77 Municipal Affordable Housing Trust Fund" as printed on pages 64 and 65 of the Warrant for the 2014 Annual Town Meeting.

<u>VOTED:</u>	IN FAVOR:	217	MOTION PASSED
	OPPOSED:	14	

The meeting adjourned at 11:06 PM until Tuesday, April 8, 2014 at 7:30 P.M.

Attendance: 508

ARTICLE 12: SET ASIDE FOR LATER SPENDING COMMUNITY PRESERVATION FUNDS FOR OPEN SPACE

Proposed by: Community Preservation Committee

To determine whether the Town will vote to set aside from the Community Preservation Fund's uncommitted funds for later spending \$2,000,000 for open space purposes pursuant to Massachusetts General Laws Chapter 44B, Section 6.

MOTION:

John Sullivan moved and was duly seconded that the Town vote to set aside from the Community Preservation Fund's uncommitted funds for later spending \$2,000,000 for open space purposes pursuant to Massachusetts General Laws Chapter 44B, Section 6.

QUESTION:

Mike Lowery asked whether funds allocated but not used would return to the fund.

MOTION TO ALLOW TOWN COUNSEL TO SPEAK:

John Sullivan moved that counsel be allowed to answer question.

VOTE ON MOTION TO ALLOW TOWN COUNSEL TO ANSWER QUESTION:

IN FAVOR:	220	
OPPOSED:	40	MOTION PASSED

Town Counsel, Mark Lanza answered yes.

MOTION TO TERMINATE DEBATE:

Josh Rose moved and was duly seconded to move the question.

VOTED ON MOTION TO TERMINATE DEBATE:

IN FAVOR	244	
OPPOSED	35	MOTION PASSED

VOTED ON MAIN MOTION:

IN FAVOR:	193	
OPPOSED:	81	MOTION PASSED

ARTICLE 13: TRANSFER COMMUNITY HOUSING FUNDS TO WAYLAND MUNICIPAL AFFORDABLE HOUSING TRUST FUND

Proposed by: Community Preservation Committee

Estimated Cost: \$419,202

To determine whether the Town will vote to appropriate and transfer from funds set aside in the Community Preservation Fund for community housing \$419,202 to be deposited in the Wayland Municipal Affordable Housing Trust Fund.

MOTION:

Susan Weinstein moved and duly seconded that the Town vote to appropriate and transfer \$419,202 from funds set aside for community housing in the Community Preservation Fund to be deposited in the Wayland Municipal Affordable Housing Trust Fund.

MOTION TO TERMINATE DEBATE:

Thomas Herstine moves to terminate debate.

VOTED ON MOTION TO TERMINATE DEBATE:

IN FAVOR	264	
OPPOSED	16	MOTION PASSED

ARTICLE 25: TRANSFER COMMUNITY HOUSING FUNDS TO WAYLAND MUNICIPAL AFFORDABLE HOUSING TRUST FUND

Proposed by: Community Preservation Committee

Estimated Cost: \$95,694

To determine whether the Town will vote to appropriate and transfer from funds set aside in the Community Preservation Fund for community housing \$95,694 to be deposited in the Wayland Municipal Affordable Housing Trust Fund.

MOTION: Susan Weinstein moved that the Town appropriate and transfer from funds set aside from the Community Preservation Fund for community housing \$95,694 to be deposited in the Wayland Municipal Affordable Housing Trust Fund.

VOTED: IN FAVOR: 251
OPPOSED: 26 MOTION PASSED

ARTICLE 26: APPROPRIATE FUNDS TO RESTORE MONUMENTS AT NORTH CEMETERY

Proposed by: Community Preservation Committee

Estimated Cost: \$72,000

To determine whether the Town will vote to:

- a.) appropriate a sum of money not to exceed \$72,000 to be expended by the Wayland Historical Commission to preserve monuments in the Stoney section of the North Cemetery on Old Sudbury Road; and
- b.) determine whether said appropriation shall be provided by taxation, transfer from unappropriated funds, transfer from available funds appropriate for other purposes, by borrowing, or otherwise, provided not more than \$72,000 of the funds so appropriated shall be transferred from funds set aside in the Community Preservation Fund for historic preservation.

MOTION: Elisa J. Scola moved that the Town appropriate \$72,000 to be expended by the Wayland Historical Commission to preserve monuments in the Stoney section of the North Cemetery on Old Sudbury Road; and provide for said appropriation by transferring \$72,000 from funds set aside in the Community Preservation Fund for historic preservation.

VOTED: IN FAVOR: 270
OPPOSED: 30 MOTION PASSED

ARTICLE 27: APPROPRIATE FUNDS TO RESTORE COCHITUATE TOWN CLOCK

Proposed by: Community Preservation Committee

Estimated Cost: \$29,000

To determine whether the Town will vote to:

- a.) appropriate a sum of money up to \$29,000 to be expended by the Wayland Historical Commission to preserve restore/preserve the Town-owned clock located in the Community United Methodist Church tower in Cochituate; and
- b.) determine whether said appropriation shall be provided by taxation, transfer from unappropriated funds, transfer from available funds appropriate for other purposes, by borrowing, or otherwise, provided not more than \$29,000 of the funds so appropriated shall be transferred from funds set aside in the Community Preservation Fund for historic preservation.

MOTION: Gretchen Schuler moved that the Town appropriate a sum of money up to \$29,000 to be expended by

WHP ended the fiscal year short of two members, including one representative from the Housing Authority and one from the Board of Selectmen.

Mary Antes
Joanne Barnett
Kathleen Boundy
Rachel Bratt, Chair
Chris DiBona
Stephanie May
Armine Roat

MUNICIPAL AFFORDABLE HOUSING TRUST FUND BOARD

The Town of Wayland Municipal Affordable Housing Trust Fund (WMAHTF or "Trust") was established by Town Meeting vote in the spring of 2014. The purpose of the Trust is to "provide for the creation and preservation of affordable housing in the Town of Wayland for the benefit of low and moderate income households." Trustees include representatives of the Board of Selectmen, Planning Board, Wayland Housing Authority, and Wayland Housing Partnership, as well as three at-large members.

The Trustees spent a number of meetings discussing the possibility of converting one large Wayland Housing Authority (WHA) single family scattered site unit into a duplex and potentially building an additional unit on an existing WHA property. However getting HUD approval proved to be too onerous, at least for the present.

In addition, the Trust has investigated the possibility of purchasing small market-rate houses, renovating, and then renting or selling them to qualified buyers. Trusts in a number of other communities have such buy-down programs. Because of the high subsidy required, we have found it difficult to initiate such a program in Wayland.

Combining the idea of adding units on existing properties with a buy-down program, the Trustees are looking at single family houses with enough land to potentially build an additional unit or two. The Trust's offer to acquire real property located on West Plain Street was not accepted, but the Trustees plan to continue to pursue this option.

At the 2017 Annual Town Meeting, the Town approved

the transfer to the Trust of \$89,019 in designated community housing funds from the Community Preservation Fund. In subsequent years, there will be an article to transfer the current year's portion of the Community Preservation Fund set-aside for community housing to the WMAHTF. Expenditures during the fiscal year included \$2,500 for the annual audit and \$125 for professional fees associated with a potential development opportunity.

The following is a summary of the WMAHTF's financial activity for the fiscal year ended June 30, 2017:

Fund Balance – beginning of year	\$1,105,314
Net change	<u>\$95,088</u>
Fund Balance – end of year	<u>\$1,200,402</u>
Net Change Revenues	
CPA contributions	\$89,019
Investment income	<u>\$8,694</u>
Total revenues	<u>\$97,713</u>
Expenses	<u>(\$2,625)</u>
Net change	<u>\$95,088</u>

At June 30, 2017, the WMAHTF's fund balance was held in two interest bearing savings accounts (aggregate of \$590,084) and four 18-month certificates of deposit (aggregate of \$610,318), with interest rates ranging from 1.24% to 1.49%, at The Village Bank, Wayland, MA.

The WMAHTF's audited financial statements are available on the Town's website or may be requested from the Town's Finance Director, 41 Cochituate Road, Wayland, MA.

Trustees: Mary M. Antes, Robert Duffy, Stephen A. Greenbaum, Brian T. O'Herlihy, Michael Staiti, Susan Weinstein, and one vacancy

VETERANS' AGENT

The West Suburban Veterans' Services District (W.S.V.S.D.) includes the Towns of Wayland, Needham, Wellesley and Weston. Director Sarada Kalpee works with the resident veterans and their families within the district to assist them with benefits and services that they may be entitled to in accordance with the provisions of MGL Chapter 115. The district fully supports and works in conjunction with the Public Ceremonies Committee in an effort to continue to ensure sincere and respectful observations

VOTES ENACTED:
MONDAY, APRIL 3, 2017 AT THE WAYLAND HIGH SCHOOL FIELD HOUSE

DENNIS J. BERRY, MODERATOR:

Pursuant to the Warrant dated March 13, 2017, signed by Cherry C. Karlson, Joseph F. Nolan, Mary M. Antes, Lea T. Anderson, Lewis M. Jurist, Selectmen, served and return of service given by William Pickett, Jr. Constable of the Town, the inhabitants of the Town of Wayland qualified to vote at Town Meeting met this day at Wayland High School Field House, and at 7:00 P.M. the Moderator called the Meeting to order, declared that a quorum was present, and the Meeting proceeded to transact the following business:

PUBLIC CEREMONY COMMITTEE ANNOUNCEMENT:

Richard Turner, Chairman of the Public Ceremonies Committee, announced that the Public Ceremonies Committee had chosen Anne Becker of the Wayland Chapter of the Neighborhood Brigade as the 2017 recipient of the Lydia Maria Child Award and that the presentation of this award would be made at the next meeting of the Public Ceremonies Committee in the Town Building on April 12, 2017.

**Cherry Karlson, on behalf of the Board of Selectman rose to thank Joseph F. Nolan, for his service to the Town over the last 12 years. Mr. Nolan was acknowledged with a round of applause.*

**ARTICLE 16: COMMUNITY PRESERVATION FUND GENERAL BUDGET –
 SET ASIDES AND TRANSFERS**

Sponsored by: Community Preservation Committee

Estimated Cost: \$688,168

To determine:

- a.) whether the Town will vote to set aside from the Community Preservation Fund's Uncommitted Fund for later spending:
 - i.) \$89,019 for open space, but not including land for recreational use, \$89,019 for historic resources, and \$89,019 for community housing pursuant to Massachusetts General Laws Chapter 44B, Section 6 for FY ~~2016~~– 2017; and
 - ii.) \$10,000 for administrative expenses; and
 - iii.) \$411,111 for FY18 debt service obligations from prior town meeting approval for the purchase of conservation restriction on Mainstone Farm.
- b.) whether the Town will vote to transfer funds in the amount of \$89,019 from the Community Housing Fund of the Community Preservation Fund to the Wayland Municipal Affordable Housing Trust Fund (WMAHTF).

MOTION No.1:

Gretchen Schuler moved that the Town vote to set aside from the Community Preservation Fund's Uncommitted Fund for later spending, as set forth in Article 16 on Pages 67-68 of the Warrant for the 2017 Annual Town Meeting and as revised in the errata:

- a) \$89,019 for open space, but not including land for recreational use, \$89,019 for historic resources, and \$89,019 for community housing pursuant to Massachusetts General laws Chapter 44B, Section 6 for Fiscal Year 2017;
- b) \$10,000 for administrative expenses; and

- c) \$411,111 for the Fiscal Year 2018 debt service obligations from prior town meeting approval for the purchase of a conservation restriction on Mainstone Farm.

VOTED:**IN FAVOR: 120****OPPOSED: 9 MOTION PASSED****MOTION No.2:**

Gretchen Schuler moved that the Town vote to transfer funds in the amount of \$89,019 from the Community Housing Fund of the Community Preservation Fund to the Wayland Municipal Affordable Housing Trust Fund (WMAHTF).

VOTED:**IN FAVOR: 129****OPPOSED: 14 MOTION PASSED**

Adopted under the Abbreviated Presentation Procedure.

ARTICLE 17: APPROPRIATE FUNDS TO RESTORE MELLEN LAW OFFICE AND COCHITUATE TOWN CLOCK

Sponsored by: Community Preservation Committee

Estimated Cost: \$60,200

To determine whether the Town will vote to:

- a) appropriate a sum of money:
 - i) up to \$30,000 to be expended to restore/preserve the Mellen Law Office, a town-owned building at 33 Cochituate Road in Wayland Center; and
 - ii) up to \$30,200 to be expended to restore faces of the Cochituate Town Clock at 80 Main Street.
- b) determine whether said appropriations shall be provided by taxation, transfer from unappropriated funds, transfer from available funds appropriate for other purposes, by borrowing, or otherwise, provided not more than:
 - i) \$30,000 of the funds so appropriated for the Mellen Law Office shall be transferred from the Community Preservation Fund's Historic Preservation Fund; and
 - ii) \$30,200 of the funds so appropriated for the Cochituate Town Clock shall be transferred from the Community Preservation Fund's Historic Preservation Fund.

MOTION No. 1:

Elisa Scola moved that the Town vote to appropriate \$30,000 to be expended by the Wayland Historical Commission to preserve and restore the Mellen Law Office, a town-owned building at 33 Cochituate Road in Wayland Center and provide for said appropriation by transferring \$30,000 from funds set aside in the Community Preservation Fund for historic preservation.

VOTED:**IN FAVOR: 158****OPPOSED: 23 MOTION****PASSED****MOTION No. 2:**

Elisa Scola moved that the Town vote to appropriate \$30,200 to be expended by the Wayland Historical Commission to preserve and restore the Cochituate Town clock located at 80 Main Street and provide for said appropriation by transferring \$30,200 from funds set aside in the Community Preservation Fund for historic preservation.



LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____, 2018 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Wayland ("Municipality"), and the Town of Wayland Municipal Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C and adopted pursuant to the vote taken under Article 12 of the 2014 Annual Town Meeting, under Declaration of Trust dated October 8, 2014, having an address at 41 Cochituate Road, Wayland, MA 01778, and its successors and assigns ("Owner").


WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Owner acquired, on September 19, 2017, an approximately .41 acre site (the "Site"), improved with an existing, 4-bedroom single family house, located at 11 Hammond Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Existing Project");

WHEREAS, the Existing Project consists of a single rental dwelling (the "Existing Unit") and the Existing Unit will be rented at rents specified in this Agreement to Eligible Tenants as specified in section 3 of this Agreement (the "Existing Low and Moderate Income Unit");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Owner have made application to DHCD to certify that the Existing Unit in the Existing Project is a Local Action Unit (as that term is defined in the Guidelines) within the LIP Program;



WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Existing Project within the LIP Program and has given and will give technical and other assistance to the Existing Project;

WHEREAS, the Owner is evaluating the development, pursuant to G.L. c. 40B, of an additional 3-bedroom, single family house on the Site (the "Development Unit", together with the Existing Project the "Project") which, if constructed, will be subject to this Agreement, including any amendments thereto; and the Development Unit is anticipated to be rented at rents specified in this Agreement to Eligible Tenants as specified in section 3 of this Agreement (the "Development Low and Moderate Income Unit");

WHEREAS, if the Owner pursues the development of the Development Unit, the Chief Executive Officer of the Municipality and the Owner anticipate making a separate application to DHCD to certify that the Development Unit will be a Local Action Unit within the LIP program; and

WHEREAS, the Owner is evaluating entering into a long-term lease of the Existing Project and, if constructed, the Development Unit to the Wayland Housing Authority ("WHA"), a municipal corporation established pursuant to G.L. c. 121B, having a principal place of business of 106 Main Street, Wayland, MA 01778, (the "WHA Lease").

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Owner hereby agree and covenant as follows:

1. Existing Unit. The Owner agrees that the Existing Unit shall contain, at all times during the term of this Agreement, (i) complete living facilities including, but not limited to, a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup; (ii) two or more bedrooms; and (iii) at least 900 square feet of living area (two bedroom unit), 1,200 square feet of living area (three bedroom unit) and 1,400 square feet of living area (four bedroom unit).

During the term of this Agreement, the Owner covenants, agrees, and warrants that the Existing Project will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Existing Project must comply with all similar local codes, ordinances, and by-laws.

2. Construction of Development Unit. In the event the Owner chooses to construct the Development Unit, the Owner agrees (i) to construct such unit in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and (ii) that the Development Unit shall contain, at all times during the term of this Agreement, (A) complete living facilities including, but not limited to, a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup; (B) two or more bedrooms; and (C) at least 900 square feet of living area (two bedroom unit) and 1,200 square feet of living area (three bedroom unit).

During the term of this Agreement, the Owner covenants, agrees, and warrants that the Development Unit, if constructed, will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Development Unit, if constructed, must comply with all similar local codes, ordinances, and by-laws.

3. Affordability.

(a) Throughout the term of this Agreement, the Existing Low and Moderate Income Unit and, if constructed, the Development Low and Moderate Income Unit (each such unit a "Unit" and "Low and Moderate Income Unit" and, together the "Units" and "Low and Moderate Income Units") will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Units as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of the Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for the Low and Moderate Income Units under this clause, the Owner shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for the Low and Moderate Income Units is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Units may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under subsection 3(e) below, the Owner shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for the Low and Moderate Income Units. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this section. Rents for the Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Owner for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Owner to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If

an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Owner may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Owner may request a rent increase for the Low and Moderate Income Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for the Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of the Low and Moderate Income Units increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Owner shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 3(g), below.

(f) The Owner (or the WHA in the event the Owner enters into the WHA Lease) shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be a Low and Moderate Income Unit as provided in sections 3(a) and (c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

4. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). All of the Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Owner are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 3(c), above.

5. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Owner must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Owner must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Owner. A failure to comply with the Marketing Plan by the Owner or by the Municipality shall be deemed to be a default of this Agreement. The Owner agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by

DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Owner or the Municipality. The Owner and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Owner, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Owner or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Non-discrimination. Neither the Owner nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Owner shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. Inspection. The Owner agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Owner and the Project in order to monitor the Owner's compliance with the terms of this Agreement.

8. Recording. Upon execution, the Owner shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Existing Project is located or, if the Existing Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Existing Project is located (collectively hereinafter, the "Registry of Deeds"), and the Owner shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Owner shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. Representations. The Owner hereby represents, covenants and warrants as follows:

(a) The Owner (i) is a municipal affordable housing trust created pursuant to G.L. c. 44, §55C and adopted pursuant to the vote taken under Article 12 of the 2014 Annual Town Meeting, under Declaration of Trust dated October 8, 2014, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Owner (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Existing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Existing Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Existing Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages and the WHA Lease referred to in sections 18 and 19, respectively, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

10. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants and the lease of the Project to the WHA, both as permitted by the terms of this Agreement, the Owner will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under section (d) below) mortgage the Existing Project without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Owner's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Owner within thirty (30) days after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with

such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Owner shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Owner; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Owner (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Owner's interest in the Project or any part of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation; or (iv) with respect to a trust, any interests as a beneficiary or trustee of such trust to receive income, losses, or a return on equity contributions made to such trust.

Notwithstanding the above, DHCD's consent under this section 10 shall not be required with respect to the grant by the Owner of any mortgage or other security interest in or with respect to the Project to the Municipality or a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of section 15 hereof.

Owner hereby agrees that it shall provide copies of any and all written notices received by Owner from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Casualty; Demolition; Change of Use.

(a) The Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the

event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Owner shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Town of Wayland
Attention: Town Administrator
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

Owner: Town of Wayland Municipal Affordable Housing Trust Fund
Attention: Trustee & Treasurer
41 Cochituate Road
Wayland, MA 01778

14. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Owner and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Owner intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Owner's successors in title, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

15. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

16. Further Assurances. The Owner and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Owner and the Municipality with the terms of this Agreement.

17. Default.

(a) The Owner and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Owner or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Owner or the Municipality hereunder without receiving a Default Notice from Owner or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Owner or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this section 17, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Owner agrees that DHCD or the

Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Owner of its obligations under this Agreement in a state court of competent jurisdiction. The Owner further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Owner shall reimburse DHCD for all costs and attorney's fees associated with such breach.

18. Mortgagee Consents. The Owner represents and warrants that, if applicable, it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that, if applicable, all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

19. WHA Lease. In the event the Owner enters into the WHA Lease, such lease shall contain a provision pursuant to which the WHA shall agree to be subject to, and bound by, this Agreement, including the requirement to rent the Existing Low and Moderate Income Unit and, if constructed, the Development Low and Moderate Income Unit, at rents specified in this Agreement to Eligible Tenants as specified in section 3 of this Agreement..

Owner agrees to provide DHCD and the Municipality written notice that it intends to enter into the WHA Lease no later than thirty (30) days prior to the execution of such lease. Upon written request by DHCD or the Municipality, which notice is provided to the Owner no later than ten (10) days following receipt by the Owner's notice to DHCD and the Municipality noted above, the WHA shall agree, in writing to DHCD or the Municipality, that it shall be subject to the Owner's obligations and duties under this Agreement. For the avoidance of doubt, the Owner shall have the right to enter into the WHA Lease without the prior written consent of DHCD and the Municipality provided in section 10.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

TOWN OF WAYLAND MUNICIPAL
AFFORDABLE HOUSING TRUST FUND

By: _____
Its: Trustee

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

TOWN OF WAYLAND

By: _____
Its: Town Administrator

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Trustee of the Town of Wayland Municipal Affordable Housing Trust Fund, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2018

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Town Administrator for the Town of Wayland, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

(NOT APPLICABLE)

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: 11 Hammond Road
(Project name)
Wayland, MA 01778
(City/Town)
Town of Wayland Municipal Affordable Housing Trust Fund
(Owner)

Property Description

(See Attached)

LEGAL DESCRIPTION
OF
EXISTING PROJECT

That certain parcel of land in Wayland, Massachusetts, bounded and described as follows:

Northwesterly	by land now or formerly of Israel A. Lupien, eighty-three and 13/100 feet;
Northeasterly	by land now or formerly of Mary Alice Neal, two hundred thirty-six and 88/100 feet;
Southeasterly	by land now or formerly of Nellie F. Holmes et al, sixty-three and 27/100 feet; and
Southerly	by lot 4, by the end of a way and by lot B as shown on plan hereinafter mentioned, two hundred sixty-three and 17/100 feet.

Said parcel is shown as lot A on said plan.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 404, Page 97, with Certificate 60465.

There is appurtenant to the above described land a right of way over the Way to West Plain Street as shown on said plan.

For title see deed filed with the South Registry District of Middlesex County in Registration Book 1515, Page 130 as Document No. 01770783.

EXHIBIT B

Re: 11 Hammond Road
(Project name)
Wayland, MA 01778
(City/Town)
Town of Wayland Municipal Affordable Housing Trust Fund
(Owner)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$ _____	\$ _____
One bedroom units	\$ _____	\$ _____
Two bedroom units	\$ _____	\$ _____
Three bedroom units ¹	\$ _____	\$ _____
Four bedroom units ²	\$ 1,687 _____	\$ 503 _____

¹ Utility allowance for Development Unit assumes gas heat and hot water.

² Utility allowance for Existing Unit assumes oil heat and hot water.

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____ day of _____, 20____2018 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of _____ ("the _____ Wayland ("Municipality"), and _____, the Town of Wayland Municipal Affordable Housing Trust Fund, a Massachusetts [corporation/limited partnership/limited liability company], municipal affordable housing trust created pursuant to G.L. c. 44, §55C and adopted pursuant to the vote taken under Article 12 of the 2014 Annual Town Meeting, under Declaration of Trust dated October 8, 2014, having _____ an _____ address _____ at _____, 41 Cochituate Road, Wayland, MA 01778, and its successors and assigns ("Developer") ("Owner").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer ~~intends to construct a rental housing development known as _____ at a/an _____ acre site on _____ Street/Owner acquired, on September 19, 2017, an approximately .41 acre site (the "Site"), improved with an existing, 4-bedroom single family house, located at 11 Hammond Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Existing Project");~~

WHEREAS, ~~such the Existing Project is to consist~~ consists of a total number of _____ single rental dwellings ~~dwelling~~ (the "Units Existing Unit") and _____ of the Units Existing Unit will be rented at rents specified in this Agreement to Eligible Tenants as specified in ~~paragraph~~ section 3 of this Agreement (the "Existing Low and Moderate Income Units Unit");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the ~~Developer~~Owner have made application to DHCD to certify that the ~~units~~Existing Unit in the Existing Project ~~are~~is a Local Action ~~Units~~Unit (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Existing Project within the LIP Program and has given and will give technical and other assistance to the Existing Project;

WHEREAS, the Owner is evaluating the development, pursuant to G.L. c. 40B, of an additional 3-bedroom, single family house on the Site (the "Development Unit", together with the Existing Project the "Project") which, if constructed, will be subject to this Agreement, including any amendments thereto; and the Development Unit is anticipated to be rented at rents specified in this Agreement to Eligible Tenants as specified in section 3 of this Agreement (the "Development Low and Moderate Income Unit");

WHEREAS, if the Owner pursues the development of the Development Unit, the Chief Executive Officer of the Municipality and the Owner anticipate making a separate application to DHCD to certify that the Development Unit will be a Local Action Unit within the LIP program; and

WHEREAS, the Owner is evaluating entering into a long-term lease of the Existing Project and, if constructed, the Development Unit to the Wayland Housing Authority ("WHA"), a municipal corporation established pursuant to G.L. c. 121B, having a principal place of business of 106 Main Street, Wayland, MA 01778, (the "WHA Lease");

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the ~~Developer~~Owner hereby agree and covenant as follows:

1. ~~Construction.~~ The ~~Developer~~ agrees to construct the ProjectExisting Unit. The Owner agrees that the Existing Unit shall contain, at all times during the term of this Agreement, (i) complete living facilities including, but not limited to, a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup; (ii) two or more bedrooms; and (iii) at least 900 square feet of living area (two bedroom unit), 1,200 square feet of living area (three bedroom unit) and 1,400 square feet of living area (four bedroom unit).

During the term of this Agreement, the Owner covenants, agrees, and warrants that the Existing Project will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Existing Project must comply with all similar local codes, ordinances, and by-laws.

2. Construction of Development Unit. In the event the Owner chooses to construct the Development Unit, the Owner agrees (i) to construct such unit in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all ~~Low~~ and Moderate Income Units to be constructed as part of (ii) that the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must Unit shall contain, at all times during the term of this Agreement, (A) complete living facilities including, but not limited to, a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as; (B) two or more fully shown in the Plans bedrooms; and (C) at least 900 square feet of living area (two bedroom unit) and Specifications, 1,200 square feet of living area (three bedroom unit).

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
_____ of the Low and Moderate Income Units shall be three bedroom units; and
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

_____ studio units	_____ 250 square feet
_____ one bedroom units	_____ 700 square feet
_____ two bedroom units	_____ 900 square feet
_____ three bedroom units	_____ 1200 square feet
_____ four bedroom units	_____ 1400 square feet

_____ During the term of this Agreement, the ~~Developer~~ Owner covenants, agrees, and warrants that the Project and each Low and Moderate Income Development Unit, if constructed, will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. ~~The Project~~ The Development Unit, if constructed, must comply with all similar local codes, ordinances, and by-laws.

3. _____ 2. Affordability.

(a) Throughout the term of this Agreement, each the Existing Low and Moderate Income Unit and, if constructed, the Development Low and Moderate Income Unit (each such unit a "Unit" and "Low and Moderate Income Unit" and, together the "Units" and "Low and Moderate Income Units") will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit Units as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is

defined as the _____ Boston-Cambridge-Quincy MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of the Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for at the Low and Moderate Income ~~Unit~~ Units under this clause, the ~~Developer~~ Owner shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for at the Low and Moderate Income ~~Unit~~ Units is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income ~~Unit~~ Units may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under ~~Subsection 2~~ subsection 3(e) below, the ~~Developer~~ Owner shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all the Low and Moderate Income Units ~~in the Project~~. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this ~~Section~~ section. Rents for the Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by ~~Developer~~ Owner for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by ~~Developer~~ Owner to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the ~~Developer~~ Owner may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the ~~Developer~~ Owner may request a rent increase for the Low and Moderate Income Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to ~~Section~~ section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for the Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

~~(c) [For developments with "floating" units add: If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.] [For developments with "fixed" units add: If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit~~ (c) If, after initial occupancy, the income of a tenant of the Low and Moderate Income Units increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the ~~Developer~~Owner shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2.3(g), below.

~~(f) The Developer~~ (f) The Owner (or the WHA in the event the Owner enters into the WHA Lease) shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be a Low and Moderate Income Unit as provided in sections 2.3(a) and (c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

— 3

4. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). ~~If 25% or more of the Units are Low and Moderate Income Units add: All of the Units~~ ~~If less than 25% of the Units are Low and Moderate Income Units add: Only Low and Moderate Income Units~~ All of the Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the ~~Developer~~Owner are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section ~~23~~23(c), above.

4.5. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the ~~Developer~~Owner must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the ~~Developer~~Owner must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the ~~Developer~~Owner. A failure to comply with the Marketing Plan by the ~~Developer~~Owner or by the Municipality shall be deemed to be a default of this Agreement. The ~~Developer~~Owner agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing

Documentation must be approved by DHCD prior to its use by the ~~Developer~~Owner or the Municipality. The ~~Developer~~Owner and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the ~~Developer~~Owner, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the ~~Developer~~Owner or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

56. Non-discrimination. Neither the ~~Developer~~Owner nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the ~~Developer~~Owner shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

67. Inspection. The ~~Developer~~Owner agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the ~~municipality~~Municipality shall have access during normal business hours to all books and records of the ~~Developer~~Owner and the Project in order to monitor the ~~Developer's~~Owner's compliance with the terms of this Agreement.

78. Recording. Upon execution, the ~~Developer~~Owner shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Existing Project is located or, if the Existed Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Existing Project is located (collectively hereinafter, the "Registry of Deeds"), and the ~~Developer~~Owner shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the ~~Developer~~Owner shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

89. Representations. The ~~Developer~~Owner hereby represents, covenants and warrants as follows:

(a) The ~~Developer~~Owner (i) is a ~~_____~~ duly organized municipal affordable housing trust created pursuant to G.L. c. 44, §55C and adopted pursuant to the vote taken under the laws Article 12 of the Commonwealth of Massachusetts, and is qualified to transact business ~~2014 Annual Town Meeting, under the laws of this State~~ Declaration of Trust dated October 8, 2014, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the ~~Developer~~Owner (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the ~~Developer~~Owner is a party or by which it or the

Existing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The ~~Developer~~Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Existing Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Existing Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages and the WHA Lease referred to in paragraph 17 ~~sections 18 and 19, respectively,~~ below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the ~~Developer~~Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

910. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants and the lease of the Project to the WHA, both as permitted by the terms of this Agreement, the ~~Developer~~Owner will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under ~~Section~~section (d) below) mortgage the ~~Property~~Existing Project without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the ~~Developer's~~Owner's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the ~~Development~~Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the ~~Developer~~Owner within thirty (30) days after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or

under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The ~~Developer~~Owner shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of ~~Developer~~Owner; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in ~~Developer~~Owner (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of ~~Developer's~~Owner's interest in the Project or any ~~part~~part of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; ~~or~~ (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation; or (iv) with respect to a trust, any interests as a beneficiary or trustee of such trust to receive income, losses, or a return on equity contributions made to such trust.

Notwithstanding the above, DHCD's consent under this ~~Section 9~~section 10 shall not be required with respect to the grant by the ~~Developer~~Owner of any mortgage or other security interest in or with respect to the Project to the Municipality or a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of ~~Section 14~~section 15 hereof.

~~Developer~~Owner hereby agrees that it shall provide copies of any and all written notices received by ~~Developer~~Owner from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

1011. Casualty; Demolition; Change of Use.

(a) The ~~Developer~~Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the ~~Developer~~Owner (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The ~~Developer~~Owner shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The ~~Developer~~Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

~~11~~12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

~~12~~13. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Town of Wayland

Developer:

13 Attention: Town Administrator
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

Owner: Town of Wayland Municipal Affordable Housing Trust Fund
Attention: Trustee & Treasurer
41 Cochituate Road
Wayland, MA 01778

14. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, ~~Developer~~Owner and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The ~~Developer~~Owner intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the ~~Developer's~~Owner's successors in title, (ii) are not merely personal covenants of the ~~Developer~~Owner, and (iii) shall bind the ~~Developer~~Owner, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. ~~Developer~~Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

~~14~~15. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

~~15~~16. Further Assurances. The ~~Developer~~Owner and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the ~~Project~~Sponsor~~Owner~~ and the Municipality with the terms of this Agreement.

~~16~~17. Default.

(a) The ~~Developer~~Owner and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the ~~Developer~~Owner or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the ~~Developer~~Owner or the Municipality hereunder without receiving a Default Notice from ~~Developer~~Owner or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of

DHCD within thirty (30) days after the giving of the Default notice by the ~~Developer~~Owner or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this ~~Section 16~~section 17, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The ~~Developer~~Owner acknowledges that the primary purpose for requiring compliance by the ~~Developer~~Owner with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the ~~Developer~~Owner agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the ~~Developer~~Owner of its obligations under this Agreement in a state court of competent jurisdiction. The ~~Developer~~Owner further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the ~~Developer~~Owner shall reimburse DHCD for all costs and attorney's fees associated with such breach.

~~17~~18. Mortgagee Consents. The ~~Developer~~Owner represents and warrants that, if applicable, it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that, if applicable, all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

19. WHA Lease. In the event the Owner enters into the WHA Lease, such lease shall contain a provision pursuant to which the WHA shall agree to be subject to, and bound by, this Agreement, including the requirement to rent the Existing Low and Moderate Income Unit and, if constructed, the Development Low and Moderate Income Unit, at rents specified in this Agreement to Eligible Tenants as specified in section 3 of this Agreement..

Owner agrees to provide DI-ICD and the Municipality written notice that it intends to enter into the WHA Lease no later than thirty (30) days prior to the execution of such lease. Upon written request by DHCD or the Municipality, which notice is provided to the Owner no later than ten (10) days following receipt by the Owner's notice to DHCD and the Municipality noted above, the WHA shall agree, in writing to DHCD or the Municipality, that it shall be subject to the Owner's obligations and duties under this Agreement. For the avoidance of doubt, the Owner shall have the right to enter into the WHA Lease without the prior written consent of DI-ICD and the Municipality provided in section 10.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

~~DEVELOPER~~

TOWN OF WAYLAND MUNICIPAL
AFFORDABLE HOUSING TRUST FUND

By: _____
Its: Trustee

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its: _____

~~MUNICIPALITY~~
TOWN OF WAYLAND

By: _____
Its: ~~Chief Executive Officer~~
Town Administrator

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____
20 2018

On this _____ day of _____, 20 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ Trustee of the _____ ~~[Developer]~~ Town of Wayland Municipal Affordable Housing Trust Fund, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____
20 2018

On this _____ day of _____, 20 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____
20 2018

On this _____ day of _____, 20 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ Town Administrator for the City/Town of _____, Wayland, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

(NOT APPLICABLE)

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: _____ 11 Hammond Road _____

(Project name)

Wavland, MA 01778

(City/Town)

(Developer) Town of Wayland Municipal Affordable Housing Trust Fund

(Owner)

Property Description

(See Attached)

LEGAL DESCRIPTION
OF
EXISTING PROJECT

That certain parcel of land in Wayland, Massachusetts, bounded and described as follows:

Northwesterly by land now or formerly of Israel A. Lupien, eighty-three and 13/100 feet;

Northeasterly by land now or formerly of Mary Alice Neal, two hundred thirty-six and 88/100 feet;

Southeasterly by land now or formerly of Nellie F. Holmes et al. sixty-three and 27/100 feet; and

Southerly by lot 4, by the end of a way and by lot B as shown on plan hereinafter mentioned, two hundred sixty-three and 17/100 feet.

Said parcel is shown as lot A on said plan.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 404, Page 97, with Certificate 60465.

There is appurtenant to the above described land a right of way over the Way to West Plain Street as shown on said plan.

For title see deed filed with the South Registry District of Middlesex County in Registration Book 1515, Page 130 as Document No. 01770783.

EXHIBIT B

Re: 11 Hammond Road
(Project name)
Wavland, MA 01778
(City/Town)
Town of Wayland Municipal Affordable Housing Trust Fund
(Developer)
(Owner)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$ _____	\$ _____
One bedroom units	\$ _____	\$ _____
Two bedroom units	\$ _____	\$ _____
Three bedroom units ¹	\$ _____	\$ _____
Four bedroom units ²	\$ _____ \$ 1,687 _____	\$ _____ \$ 503 _____

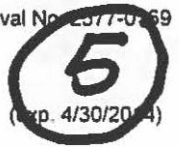
¹ Utility allowance for Development Unit assumes gas heat and hot water.

² Utility allowance for Existing Unit assumes oil heat and hot water.

Summary Allowances for Tenant-

U.S. Department of Housing

OMB Approval No. 2577-0169



Furnished Utilities and Other Services

and Urban Development
Office of Public and Indian Housing

Locality Wayland Housing Authority			National Grid			Date (mm/dd/yyyy) 07/31/2017
Unit Type	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Mobile Home/Manufactured Home						
a. Natural Gas	52	62	81	104	130	
b. Electric	47	56	73	93	116	
c. Bottled Gas	109	132	170	219	273	
d. Oil	95	115	149	191	239	
High Rise With Elevator						
a. Natural Gas	53	60	72	87	98	123
b. Electric	42	52	63	78	97	113
Row House/Garden Apt						
a. Natural Gas	51	69	93	116	140	163
b. Electric	46	62	84	104	126	147
c. Bottled Gas	109	145	196	245	296	345
d. Oil	95	127	172	214	259	301
Two-Three Family/Duplex (Semi Detached)						
a. Natural Gas	62	80	106	132	155	176
b. Electric	56	72	95	119	139	158
c. Bottled Gas	131	170	224	278	326	371
c. Oil	115	148	196	243	285	324
Older Multi-Family (Low-Rise)						
a. Natural Gas	56	73	97	121	145	166
b. Electric	50	66	88	108	130	149
c. Bottled Gas	117	154	206	254	306	351
d. Oil	103	135	180	222	267	307
Older Home Converted (Semi-Detached)						
a. Natural Gas	59	76	102	127	151	169
b. Electric	53	68	92	114	136	152
c. Bottled Gas	125	161	215	267	318	357
d. Oil	109	140	188	233	278	312
Single Family Detached						
a. Natural Gas	68	92	110	139	157	183
b. Electric	61	83	99	125	141	164
c. Bottled Gas	143	194	233	293	331	385
a. Oil	125	170	203	256	289	337
All Unit Types -Cooking						
a. Natural Gas	8	11	15	18	22	24
b. Electric	7	10	13	16	20	21
c. Bottled Gas	18	23	31	38	47	51
All Unit Types-Electricity	26	33	45	55	69	74
Air Conditioning						
All Unit Types-Water Heat						
a. Natural Gas	11	14	18	23	28	31
b. Electric	13	16	22	27	33	36
c. Bottled Gas	23	29	39	48	60	65
d. Oil	18	23	31	38	47	51
Water	17	17	17	17	17	18
Sewer						
Trash Collection	18	18	18	18	18	18
Range/Microwave	3	3	4	4	4	4
Refrigerator	4	4	4	5	5	7

11 Hammond Road, Wayland Affordable Rental Housing



MARKETING PLAN TENANT SELECTION PLAN AFFIRMATIVE FAIR HOUSING MARKETING PLAN

July 2018

**Owner/Sponsor: Wayland Municipal Affordable Housing Trust Fund
Agent: Wayland Housing Authority**



AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP) **AFFORDABLE RENTAL UNITS**

I. PROJECT INFORMATION

A. **Project Name:** 11 Hammond Road Affordable Housing

Address: 11 Hammond Road, Wayland, MA 01778

Type - Description: Affordable Rental

B. **Developer Name:** Wayland Municipal Affordable Housing Trust Fund (MAHTF)

Address: 41 Cochituate Road
Wayland, MA 01778

Telephone: 508-358-7755
Fax: 508-358-3627

C. **Owner Name:** Wayland Municipal Affordable Housing Trust Fund

Address: 41 Cochituate Road
Wayland, MA 01778

Telephone: 508-358-7755
Fax: 508-358-3627

D. **Sponsor and Master Tenant Name:** Wayland Municipal Affordable Housing Trust Fund

Address: 41 Cochituate Road
Wayland, MA 01778

Telephone: 508-358-7755
Fax: 508-358-3627

E. **Agent/Officer authorized and responsible for carrying out the AFHMP:** Wayland Housing Authority

Name: Brian Boggia, Executive Director
Wayland Housing Authority
106 Main Street
Wayland, MA 01778

Telephone: 508-655-6310 x11
Fax: 508-655-8566

F. Number of Units and Projected Rent

Total # Units **1** **Total # Affordable** **1**

Calculation of Maximum Rent For Local Action Unit (Including Utilities)						
For Local Action Unit (including all utilities) Boston- Cambridge MSA	Household Size	80% of AMI 2018	Monthly Income	Gross Rent (30% of monthly income)	Utility Allowance	Rent to Owner
4 BR Unit	5	\$87,600	\$7,300	\$2,190	\$503	\$1,687

G. Construction Type:

New _____ Rehabilitation X Combination _____

H. Federal, State and Local Funding Sources:

Wayland Municipal Affordable Housing Trust Fund (MAHTF)

I. Unit Affordability and Household Income Guidelines

Maximum Income Limit by Median Income

For tenant's household income shall not exceed 80% of the adjusted median household income adjusted for household size, as determined by HUD. For rental units, the calculation of income will include an imputation of 5% of the value of total household assets which be added to a household's income.

# of Persons	80% of Median
1	\$56,800
2	\$64,900
3	\$73,000
4	\$81,100
5	\$87,600
6	\$94,100
7	\$100,600
8	107,100

¹ HUD 2018 Income Limits for Boston-Cambridge-Quincy MSA.

J. Preference Categories

Note all that apply:

No Local Preference

- ~~• Eligible applicants currently residing in the Town of Wayland;~~
- ~~• Eligible applicants who work or has been hired to work in the Town of Wayland;~~
- ~~• Eligible applicant families with a child currently enrolled in the Wayland school system at the time of application.~~

Household size shall not exceed state sanitary code requirements for occupancy of a unit (See 105 CMR 400): two persons per bedroom.

II. MARKETING PLAN

Affirmative Fair Marketing

The 11 Hammond Road prohibits discrimination on the basis of race, creed, color, sex, age, disability, marital status, familial status, sexual orientation, national origin, veterans status, or any other basis prohibited by law in the leasing of units.

A. Media Resources:

Name of Newspaper,	Racial/Ethnic Market
1. SAM PAN	Asian
2. Bay State Banner	African American
3. MetroWest News	Mixed
4. Wayland Town Crier	Mixed

B. Organizations and Agencies

List the organizations and agencies to be notified about this housing:

<u>Community Agency/Organization</u>	<u>Racial/Ethnic Constituency(s)</u>
Citizens' Housing and Planning Association (CHAPA) www.chapa.org/housing_lotteries.htm	General/Minority/Disabled
Massachusetts Affordable Housing Alliance (MAHA) www.massaccesshousingregistry.org	General/Minority/Disabled
The City of Boston's Metrolist (Metropolitan Housing Opportunity Clearing Center), Boston City Hall P.O. Box 5996 Boston, MA 02114-5996 Tel: (617-635-3321).	General/Minority/Disabled

South Middlesex Opportunity Council 300 Howard Street Framingham, MA 01702 Tel: 508-620-2300 Fax 508-620-2310	General/Minority/Disabled
Mass Access 18 Tremont St. Suite 401 Boston, MA 02108 Tel: 617-742-0820 Fax: 617-742-3953 www.chapa.org	General/Disabled
Framingham Community Partners PO Box 4860 Framingham, MA 01704 Tel: 508-626-4282	General/Minority
Wayland Housing Authority 106 Main Street Wayland, MA 01778 Tel: 508-655-6310 Fax: 508-655-8566	General/Minority
Wayland METCO Program 41 Cochituate Road Wayland, MA 01778 Tel: 508-358-3640	General/Minority
Framingham Service Center 300 Howard Street Framingham, MA 01702 Tel: 508-620-2300 Fax: 508-620-2310	General/Minority

B. Outreach

The Wayland Housing Authority (WHA) will publicize the availability of unit at 11 Hammond Road to moderate-income households in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read newspapers, the WHA will distribute fact sheets to the broadcasting media including local radio stations and initiate personal contacts with members of the news media as well as community service personnel. The WHA will also try to utilize public service announcements.

The WHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the affordable unit at 11 Hammond Road.

III. RIGHT TO PRIVACY

All applicants are required to sign an Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how household information will be released and includes the Federal Privacy Act Statement.

The WHA will not send out any request for applicant or tenant information unless there is a signed release of information request from the applicant or tenant.

IV. REQUIRED POSTINGS

In its offices, the WHA will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, and TDD numbers
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current WHA Notices

V. TAKING APPLICATIONS

Applicants wishing to apply for 11 Hammond Road will be required to complete a rental application. Applications may be obtained in person at the **Wayland Housing Authority, 106 Main Street, Wayland, MA, 01778 Monday through Friday, from 8:30 a.m. to 4:30 p.m.** Applications will also be mailed to interested individuals upon request by calling 508-655-6310. Applications will also be available at the Wayland Town Building and Public Library. Applications can be downloaded from the Wayland Housing Authority web page: www.wayland.ma.us.

Persons with disabilities who require a reasonable accommodation in obtaining or completing an application may call the WHA to make special arrangements. The WHA uses Mass Relay to communicate with applicants who may be speech or hearing impaired. The **Mass Relay telephone number is 1-800-439-2370 for TTY and 1-800-439-0183 for voice.**

If there are more eligible applicants than units available at the lottery, the excess applicants will be put on a waiting list for future vacancies. Applications that arrive after the lottery will be added to the waiting list on a first-come first-served basis but will rank below the lottery applicants.

The completed application will be dated and time stamped upon its receipt by WHA. The WHA will make a preliminary determination of eligibility and will notify the household in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the WHA determines the household to be ineligible, the notice will state the reasons therefore and will offer the household the opportunity of an informal review of the determination.

The applicant must report changes in household composition, income and preference factors, including change of address. The WHA will annotate the applicant's file and will update their place on the waiting list.

The WHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the household's final eligibility for admission into 11 Hammond Road.

VI. ELIGIBILITY FOR ADMISSION

INTRODUCTION

There are eligibility requirements for admission to 11 Hammond Road: applicant qualifies as a median-income household; applicant has an income within the income limits for the respective units; and applicant signs consent authorization documents. In addition to the eligibility criteria, applicants must also meet the WHA screening criteria in order to be admitted.

A. ELIGIBILITY CRITERIA

1. Household status

- a. A Household defined by DHCD is a household composed of one or more persons.

3. Income eligibility

- a. Household income must not exceed 80% of the HUD area median income limits. Household income must be sufficient such that the household is not paying more than 40% of income toward housing expenses.

# of Persons	Income Limits 80% of Median
1	\$56,800
2	\$64,900
3	\$73,000
4	\$81,100
5	\$87,600
6	\$94,100
7	\$100,600
8	107,100

4. Signing Consent Forms

- a. In order to be eligible, each member of the household shall sign one or more consent forms.
- b. The consent form must contain, at a minimum, the following:
- A provision authorizing the WHA to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - A provision authorizing the WHA to verify with previous or current employers income information pertinent to the household's eligibility;

- iii. A provision authorizing to request income information from the IRS and the SSA for the sole purpose of the WHA verifying income information pertinent to the household's eligibility or level of benefits; and
- iv. A statement that the authorization to release the information requested by the consent form expires 12 months after the date the consent form is signed.
- v. **Individuals who have a relationship to the Developer or who have a financial interest in the Project and their families shall not be eligible to participate in the lottery.**

B. SUITABILITY

1. Applicants must document satisfactory ability to pay rent and maintain the unit. Activities to maintain the units and that would disqualify the applicant include:
 - a. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - b. History of criminal activity related to housing, safety, and welfare of neighbors by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
 - c. History of disturbing neighbors or destruction of property;
 - d. Having committed fraud in connection with any state or federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
 - e. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
3. The WHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The WHA will verify the information provided. Such verification may include but may not be limited to the following:
 - a. A credit check;
 - b. A rental history check of all household members;
 - c. A criminal background check (CORI) on all adult household members. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the WHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). Convictions related to housing and safety and welfare of neighbors may be grounds for disqualification;
 - d. A check of the State's lifetime sex offender registration program for each adult household member. No individual registered with this program will be admitted to 11 Hammond Road.

C. GROUNDS FOR DENIAL

The WHA is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
6. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
10. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The WHA may waive this requirement if the person:
 - a. Demonstrates to the WHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - c. Has otherwise been rehabilitated successfully; or
 - d. Is participating in a supervised drug or alcohol rehabilitation program.
11. Have engaged in or threatened abusive or violent behavior towards any WHA staff or residents;
12. Have a household member who has ever been evicted from public housing;
13. Have a household member who has been terminated under the certificate or voucher program;
14. Denied for Life: If any household member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.
15. Denied for Life: Has a lifetime registration under a state sex offender registration program.

D. INFORMAL REVIEW

1. If the WHA determines that an applicant does not meet the criteria for admission, the WHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the

applicant may request an informal review of the decision within 10 business days of the denial. The WHA will describe how to obtain the informal review.

2. The informal review may be conducted by any person designated by the WHA. The applicant must be given the opportunity to present written or oral objections to the WHA's decision. The WHA must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.
3. For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant household will have up to 30 days of receipt of the Notice of Denial or Termination.

VII. MANAGING THE WAITING LIST

A. OPENING AND CLOSING THE WAITING LIST

After the initial lottery, the opening of the waiting list will be announced with a public notice stating that applications for housing will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media (See II.A Media Resources). The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

B. INITIAL ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of preference, and then in order of date and time of application; and
3. Any contacts between the WHA and the applicant will be documented in the applicant file.

C. HOUSEHOLDS NEARING THE TOP OF THE WAITING LIST

When an applicant appears to be within three (3) months of being offered a unit, the Household's information will be re-verified as deemed necessary. If the applicant no longer qualifies to be near the top of the list, the household's name will be returned to the appropriate spot on the waiting list. The WHA must notify the household in writing of this determination and give the household the opportunity for an informal review.

Once the preference has been verified, the applicant will complete a full application and Consent for Release of Information forms.

D. PURGING THE WAITING LIST

The WHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the WHA has current information, i.e., applicant's address, household composition, income category, and preferences.

E. REMOVAL OF APPLICANTS FROM THE WAITING LIST

The WHA will not remove an applicant's name from the waiting list unless:

1. The applicant requests that the name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
3. The applicant does not meet either the eligibility or suitability criteria for the program as listed in Section VI.B Eligibility for Admission.

F. MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the WHA will be sent a notice of termination of the process for eligibility.

The WHA will allow the household to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the WHA will work closely with the household to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

G. NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the WHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The WHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the WHA will verify that there is in fact a disability and the disability caused the failure to respond and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

VII. TENANT SELECTION AND ASSIGNMENT PLAN

A. INITIAL TENANT SELECTION PROCEDURE

Once all required information has been received, qualified applicants will be assigned a registration number. Only applicants who meet the eligibility requirements shall be entered into the lottery. The lottery shall be conducted after any appeals related to the project have been completed and all permits or approvals related to the project have received final action. This process continues until all available units have been assigned to appropriately sized applicant households.

The WHA will retain a list of households who are not awarded a unit, in the order that they were drawn. If any of the initial renters do not rent a unit, the unit shall be offered to the highest ranked household on the retained list. However, other factors such as the number of households remaining on the list, the likelihood of continuing eligibility of such households, and the demographic diversity of such households may inform the retention time of the list.

After the initial lottery, waiting lists will be analyzed, maintained, and updated (through additional marketing) so that they remain consistent with the objectives of the housing program and are adequately representative of the racial, ethnic, and other characteristics of potential applicants in the housing market region.

There is no local preference.

Unit preferences are based on the following:

- a) There is at least one occupant per bedroom
- b) A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- c) A person described in (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and reliable medical documentation is provided substantiating the adverse impact.
- d) A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
- e) If the applicant is in the process of a divorce or separation the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

CHANGES TO THE TENANT SELECTION PLAN

At any time there are changes to the Tenant Selection Plan (TSP) all applicants on the wait list may be able to obtain a copy from the WHA office.

B. UNIT OFFERS POST INITIAL LEASE UP

The WHA will utilize the WHA Affordable Rental waiting list to fill units.

ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each household's unit size without overcrowding or over-housing:

Four-Bedroom	One to Eight- Person Household
--------------	--------------------------------

This standard is based on the assumption that each bedroom will accommodate no more than two (2) persons.

C. OFFER OF A UNIT

When the WHA discovers that a unit will become available, we will contact the first household on the waiting list who has the highest position.

The WHA will contact the applicant by telephone or mail to make the unit offer. The applicant will be given ten (10) business days from the date the letter was mailed to contact the WHA regarding the offer.

The applicant will be offered the opportunity to view the unit. Once the unit is offered, the applicant will have two weeks to accept or reject the unit. This verbal offer and the applicant's decision must be documented in the tenant file. If the family rejects the offer of the unit, the WHA will document the applicant's file.

D. REJECTION OF UNIT

If the applicant rejects the unit without good cause, the applicant will forfeit their application's date and time. The applicant will lose their preferences and their application will be closed.

If the applicant rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes documented reasons related to health. The applicant will be offered the right to an informal review of the decision to alter their application status.

E. ACCEPTANCE OF UNIT

The household will be required to sign a lease that will become effective no later than a maximum of 30 days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all household members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The applicant will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult household members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the WHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The household will pay a security at the time of lease signing. The security deposit will be \$500.

VIII. REASONABLE ACCOMMODATION

Persons with disabilities are entitled to request a reasonable accommodation of rules, policies, practices and or services or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the person(s) with disabilities equal opportunity to use and enjoy the housing.

IIIX. LIMITED ENGLISH PROFICIENCY (LEP)

The owner/manager will take reasonable steps to ensure meaningful access to the information and services we provided for persons with LEP. This may include interpreter services and/or written materials translated into other languages.

IX. SMOKE-FREE POLICY

11 Hammond Road is a smoke-free campus. This smoke-free policy applies to all residents, guests, vendors, visitors, and service personnel at 11 Hammond Road.

X. OTHER RESTRICTIONS

- a) The monthly rent and household income eligibility will be reviewed annually.
- b) The unit must be the principal residence of the tenant and cannot be sub-leased or rented for profit.
- c) Tenants Who Become Over-Income: If, after initial occupancy, the income of a tenant of an

affordable unit increases and exceeds the maximum allowable income at the time of annual income determination, such an increase in income shall not affect the treatment of the project or the unit with respect to the SHI, provided that the owner is in compliance with the related provisions of the affordability restriction. ~~If the affordability restriction does not address the matter of over-income tenants, then such a change in income shall not affect the treatment of the project or the unit with respect to the SHI provided that either (i) the tenant's income does not exceed 140% of the maximum allowable income, or (ii) the owner rents the next available unit as an affordable unit to an eligible tenant pursuant to the terms.~~ If, after initial occupancy, the income of a tenant of an affordable unit increases and exceeds 140% of the maximum allowable income at the time of annual income determination, then at the expiration of the tenant's lease term, the rent restrictions will no longer apply to the tenant.

SECTION 1	Developer/Development – Information
------------------	--

Contact Person 1: Katherine Provost Title: Program Coordinator
Company's Name: Wayland Housing Authority
Development Name/Address: 106 Main Street Telephone: 508-655-6310 x14
Wayland, MA 01778 Fax: 508-655-8566

Contact Person 2: Brian Boggia Title: Executive Director
Company's Name: Wayland Housing Authority
Development Name/Address: 106 Main Street Telephone: 508-655-6310 x11
Wayland, MA 01778 Fax: 508-655-8566

Application Distribution:

Check all that apply: In-Person X By Mail X Reasonable Accommodations Made X

Day/Dates: Hours: To Be Determined Hours: 8:30 a.m. to 4:30 p.m.

Location: Wayland Housing Authority, 106 Main Street, Wayland, MA 01778

Deadline Day/Date/Time: To Be Determined

For deadline, check all that apply:

In-Person X By Mail X Reasonable Accommodations Made X

If accepting by Mail, provide postmark Date: To Be Determined

SECTION 2	Building Information
------------------	-----------------------------

Total Units: 1 **Total Market-Rate** 0 **Market-Rate Price/Rent Range** N/A

Rental Building Type: Local Action Units

X 20 Units or Less More than 20 Units

Affordable Units

Unit Size	Income	# Units	Project Rent	Annual Revenue	Annual Utility Allow.
4 BR	80% AMI	1	\$1,687	\$20,244	\$6,036

Income Limits

# of Persons	80% of Median
1	\$56,800
2	\$64,900
3	\$73,000
4	\$81,100
5	\$87,600
6	\$94,100
7	\$100,600
8	107,100

¹ HUD 2018 Income Limits for Boston-Cambridge-Quincy MSA.

Is the housing assisted by federal, state, or local financial resources/subsidies? If yes specify programs:

This project is funded by the Municipal Affordable Housing Trust Fund (MAHTF)

Housing will be assisted by funds from: MAHTF

SECTION 3 HOUSING CHARACTERISTICS ----- CHECK ALL THAT APPLY

HEATING SYSTEM

Hot Water: Oil
Heat: Oil Forced Hot Water
Heat Pump: No

AMENITIES:

Off-Street Parking Yes
Garage No
Porch/Deck Yes

SECTION 4 DEED RESTRICTIONS/ CONTRACTUAL OBLIGATIONS/ PREFERENCES

Does Not Apply

SECTION 5 Owner/Agent Certification

I do hereby certify the above information is correct to the best of my knowledge; and that the housing will be rented in a non-discriminatory and equal housing opportunity basis.

OWNER Name: Municipal Affordable Trust Fund

SIGNATURE _____

Authorized Agent/Owner/Officer

Date

ADDRESS 41 Cochituate Road, Wayland, MA 01778

AGENT Name: Wayland Housing Authority

SIGNATURE _____

Authorized Agent/Owner/Officer

Date

ADDRESS 106 Main Street, Wayland, MA 01778

Affordable Single-Family Home Rental Opportunity 11 Hammond Road, Wayland, MA



The Unit

- Bedrooms: 4
- Bathrooms: 1.5
- Parking: 1 space onsite
- Appliances: refrigerator and stove
- Laundry hook-up in unit

Rent: \$1,687

Tenants are responsible for paying for oil heat/hot water and cooking, general electricity, water, trash removal, Phone, Cable.

Household Income Limits

Household Size	1	2	3	4	5	6	7	8
Income Limit	\$56,800	\$64,900	\$73,000	\$81,100	\$87,600	\$94,100	\$100,600	\$107,000

Assets

For rental units, the greater of the following will be added to income: the income derived from the assets or an imputation of value calculated in a manner consistent with HUD requirements in place at the time of marketing.

Applications

Applications are available at the Wayland Housing Authority office, 106 Main Street, Wayland MA 01778 and the Wayland Public Library. For more information, please contact the WHA office 508-655-6310 or see the WHA web site <https://www.wayland.ma.us>. Translation assistance is available.

Important Dates

- **Information Session:** Date and place to be determined
- **Unit Viewing:** Date to be determined
- **Application Deadline:** All applications must be received at the WHA office by 4:00 PM on TBA
- **Lottery:** Date and place to be determined



**Application and Information
11 Hammond Road
Wayland, MA**

The affordable rental unit at 11 Hammond Road is being developed by the Wayland Municipal Affordable Housing Trust Fund (MAHTF) and managed by the Wayland Housing Authority. Currently the development consists of one 4 bedroom rental unit. The unit has recently been renovated and has 1.5 bathrooms.

Rent

The rent is currently \$1,687 per month. Tenants are responsible for utilities including: heat; hot water, water, electricity and trash collection. The monthly rent includes a utility allowance which is deducted from the rent (see below). Rent is based on the HUD income limits. The rent and household income eligibility will be reviewed annually.

Max Gross Rent (30% of monthly income)	Less Utilities	Contract Rent Per Month
\$ 2,190	\$ 503	\$ 1,687

Assets

For rental units, the greater of the following will be added to income: the income derived from the assets or an imputation of value calculated in a manner consistent with HUD requirements in place at the time of marketing.

- a) Individual retirement, 401K and Keough accounts are included and may have an account value at 100%.
- b) The value of Retirement and Pension Funds differ if you are employed or are no longer working. If still employed by the company, the value is determined using the amount you can withdraw less any penalties or transaction costs. At retirement, termination of employment, or withdrawal periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts are counted as assets.

The WHA will accept applications at the 106 Main Street office until 4:00 PM on Date to be determined. Applicants are encouraged to apply early so that we can review your application for completeness. Incomplete applications will not be accepted. If you have any questions or cannot attend the information session, please call the WHA at 508-655-6310 or email us at kprovost@waylandhousing.com.

Below is a list of key dates:

- **Information Session: Date to be determined**
- **Unit Viewing: Date to be determined**
- **Application Deadline: All applications must be received at the WHA office by 4:00 PM on Date to be determined**
- **Lottery: Date to be determined**

APPLICATION FOR ADMISSION

Please Print and fill in all information

Note: Please fill in all sections completely. Failure to do so will result in processing delays or rejection of your application. Should you need help in completing this application, please contact the the WHA office 508-655-6310.

Applicant: _____ **Home Tel** _____

Present Address street city state zip

Mailing Address (if different)			
street	city	state	zip

Race: (Optional Section: Information will be used for fair housing programs only, as required by State and Federal Laws.)

☐ American Indian/Alaskan Native
☐ Black (not of Hispanic origin)
☐ White (not of Hispanic origin)

☐ Asian or Pacific Islander
☐ Hispanic

SIZE OF APARTMENT NEEDED:

[] 1 BR [] 2 BR [] 3 BR [] 4 BR

UNIT TYPE REQUESTED:

Does any member of the household have any accessibility or reasonable accommodation requests or changes in a unit or development or alternate ways we need to communicate with you?? ☐ Yes ☐ No

If yes explain.

Present housing cost per month \$ _____ Including utilities? ☐ Yes ☐ No

How long have you lived at present address? _____ years.

What are your reasons for moving? _____

How did you hear about this housing development

HOUSEHOLD COMPOSITION

List all those who will occupy the apartment. INCLUDE YOURSELF

FULL NAME OF EACH PERSON IN THE HOUSEHOLD	RELATIONSHIP TO HEAD OF HOUSEHOLD	AGE	SEX	SOCIAL SECURITY NUMBER	FULL TIME STUDENT (circle one)
1.					Yes or No
	Birth date (for head of household only):				
2.					Yes or No
3.					Yes or No
4.					Yes or No
5.					Yes or No
6.					Yes or No
7.					Yes or No
8.					Yes or No

REFERENCES

Provide the full name and address of Landlords or Officials at other places you have lived over the last five years or past two residences, whichever is more inclusive (include shelters)

Name of Present Landlord/Official _____ Telephone _____
Address _____

Name of Previous Landlord/Official _____ Telephone _____
Address _____

Are you or any member of your household currently receiving federal (HUD) or state (DHCD) housing assistance? _____
If yes, list the household members and type of assistance being received.

Household Member	Type of Housing Assistance	Location

NOTE: If you are unable to furnish a landlord or other housing reference, please furnish alternative references. They must have known you for one (1) year or more and not be related to you.

Name of Reference _____ Telephone _____
Address _____

Name of Reference _____ Telephone _____
Address _____

INCOME

It is necessary for the WHA to verify the information provided on this form. For wages, interest, dividends, annuities, pensions or recurring lottery winnings, please provide us with copies of your prior year's tax-reporting forms (i.e. W-2 forms, W-2G forms, and 1099 forms). For wages, you may provide 5 pay periods of paystubs from your employer. For income from a fiduciary you must submit a copy of the prior year's K-1 form. For self-employment income you must submit a copy of the prior year's Schedule C of US Form 1040. Please also provide up-to-date Social Security Benefit statements (if applicable), three recent bank statements for all accounts for all persons in your household, as well as documentation of any other forms of assistance (alimony, child support, transitional assistance, etc.).

EMPLOYMENT INCOME BY HOUSEHOLD MEMBER

Please indicate the income received and assets held by each member of your household. List each member by corresponding number on the first page.

Member # _____
Name of Present Employer _____ Telephone _____
Address _____

Years Employed _____ Position _____ Current Salary \$ _____
[] weekly [] bi-weekly [] monthly

Member # _____
Name of Present Employer _____ Telephone _____
Address _____

Years Employed _____ Position _____ Current Salary \$ _____
[] weekly [] bi-weekly [] monthly

OTHER SOURCES OF INCOME BY HOUSEHOLD MEMBER

List all other income such as Welfare, Social Security, SSI, Pensions, Disability Compensation, Unemployment Compensation, Interest, Alimony, Child Support, Annuities, Dividends, Income from Rental Property, Military Pay, Scholarships, and/or grants. Use extra pages as needed.

Household Member	Type of Income	Gross Earnings (Before Taxes)
_____	_____	_____ per _____
_____	_____	_____ per _____
_____	_____	_____ per _____
		(week, month, year)

INCOME FROM ASSETS

Assets include Checking Accounts, Savings Accounts, Term Certificates, Money Markets, Stocks, Bonds, Real Estate holdings and Cash Value of a Life Insurance Policy. Please enclose the last three months account statements for each asset. The higher actual income or income imputed from assets is used. Use extra pages as needed.

Household Member	Type of Asset	Gross Earnings (Before Taxes)
_____	_____	_____ per _____
_____	_____	_____ per _____
_____	_____	_____ per _____
		(week, month, year)

PLEASE RESPOND TO THESE QUESTIONS IF YOU WISH TO BE CONSIDERED FOR PRIORITIES OR SPECIAL CONSIDERATIONS:

1. Does your current housing cause any accessibility or other problems for any member of the household who has a disability? Yes ___ No ___
If so, please describe: _____

Additional Required Information

Are you or any member for your household required to register as a sex offender under Massachusetts or any other state law? _____. If yes, list the name of the persons and registration requirements (i.e. place where registration needs to be filed, length of time for which registration is required). _____

NOTE: A failure to respond fully to these questions may result in rejection or denial of this application

I/We hereby certify that the information furnished on this application is true and complete, to the best of my/our knowledge and belief. Inquires may be made to verify the statements herein. All information is regarded as confidential in nature, and a consumer credit report and a Criminal Offenders Record Information (CORI) report or other criminal background check may also be requested. I/We certify that I/We understand that false statements or information are punishable under State and Federal Law.

I/We hereby certify that we have received a notice from the WHA describing the right to reasonable accommodations for persons with disabilities.

Signed under the pains and penalties of perjury.

Head of Household/Applicant

Date

Co-Applicant

Date

The Wayland Housing Authority, Acting as Marketing Agent for the 11 Hammond Road, (the "Development") does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, age, familial status or physical or mental disability in the access or admission to the Development, its employment, or in its programs, activities, functions or services.

Certifications

11 Hammond Road Affordable Rental Housing , Wayland, MA

(Must be signed by every household member age 18 and older)

- I/We certify that all the information furnished in this application for affordable housing is true and complete to the best of my/our knowledge.
- I/We do not have a financial interest in the development, nor do any of my/our family members
- I/We understand that incomplete submissions or unresolved discrepancies may lead to cancellation of this application or termination after occupancy.
- I/We do not maintain a separate subsidized or market rental unit in another location.
- I/We further certify that this unit will be my/our primary domicile and residence.
- I/We understand that a security deposit must be paid for this apartment prior to occupancy.
- I/We understand that upon occupancy of an affordable rental unit, the WHA must approve ANY changes to the identity and/or number of people living in the unit.
- I/We understand that annual recertification forms must be completed, and relevant documents submitted to the WHA by the deadlines provided, as a condition of lease renewal. Incomplete recertification materials or unresolved discrepancies may result in lease termination.
- I/We understand that eligibility for housing will be based upon applicable income limits and by management criteria.
- I/We understand that ANY false information on this application or statements given are punishable by law and will lead to cancellation of this application or termination of tenancy after occupancy.

Applicant's Printed Name: _____

Applicant's Signature: _____

Co-Applicant's Name: _____

Co-Applicant's Signature: _____

Co-Applicant's Name: _____

Co-Applicant's Signature: _____

Consent for Release of Information

Development: 11 Hammond Road Affordable Rental
Agent: Wayland Housing Authority

Name: _____

Phone: _____

Address: _____

I, the above-named individual, have authorized the above-named Agent to verify the accuracy of the information which I have provided, from the following sources (specify):

I hereby give you my permission to release this information to the WHA, subject to the condition that it be kept confidential. I would appreciate your prompt attention in supplying the information requested on the attached page to the WHA within five (5) day of receipt of this request.

I understand that a photocopy of this authorization is as valid as the original.

Thank you for your assistance and cooperation in this matter.

Signed under the pains and penalties of perjury.

Signature

Date

THIS CONSENT IS VALID FOR A PERIOD OF
FIFTEEN MONTHS FROM THE DATE NOTED ABOVE

**COMMONWEALTH OF MASSACHUSETTS
SEX OFFENDER REGISTRY BOARD**

REQUEST FOR SEX OFFENDER REGISTRY INFORMATION

All requests for sex offender information must be made on this form and mailed to the Sex Offender Registry Board, Attn: SORI Coordinator, P.O. Box 4547, Salem, MA 01970, along with a self-addressed stamped envelope.

The Board will provide a report that includes the following information: whether the person identified is a sex offender with an obligation to register, the offense(s) for which the offender was convicted or adjudicated, and the date(s) of the conviction(s) or adjudication(s). *Please be advised that the law only permits the public to receive information on sex offenders required to register and finally classified by the Board as a level 2 (moderate risk) or level 3 (high risk) offender. Therefore, information is not available to the public if the identified individual is a level 1 (low risk) offender or if he/she has not yet been finally classified by the Board.*

All requests shall be recorded and kept confidential, except to assist or defend in a criminal prosecution.

Requestor's name: _____ **Date of birth:** _____

Address: _____ **Telephone number:** _____

I swear under the pains and penalties of perjury that I am the above-named person, at least 18 years of age, and I am requesting information for my own protection, the protection of a child under 18 years of age, or for the protection of another person for whom I have responsibility, care or custody.

Requestor's signature: _____ **Date:** _____

I hereby request that the following information be used to determine whether the identified individual is a sex offender required to register in Massachusetts.

Subject's name (PLEASE PRINT): _____

Date of birth or approximate age: _____

Address: _____

Personal identifying characteristics:

Sex: _____ **Race:** _____ **Height:** _____ **Weight:** _____ **Eye Color:** _____ **Hair Color:** _____

Other information (e.g. license plate number, parents' names, etc.): _____

*****WARNING*****

SEX OFFENDER REGISTRY INFORMATION SHALL NOT BE USED TO COMMIT A CRIME OR TO ENGAGE IN ILLEGAL DISCRIMINATION OR HARASSMENT OF AN OFFENDER. ANY PERSON WHO USES INFORMATION DISCLOSED PURSUANT TO M.G.L. C. 6, §§ 178C - 178P FOR SUCH PURPOSES SHALL BE PUNISHED BY NOT MORE THAN TWO AND ONE HALF (2 ½) YEARS IN A HOUSE OF CORRECTION OR BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1000.00) OR BOTH (M.G.L. C. 6, § 178N). IN ADDITION, ANY PERSON WHO USES REGISTRY INFORMATION TO THREATEN TO COMMIT A CRIME MAY BE PUNISHED BY A FINE OF NOT MORE THAN ONE HUNDRED DOLLARS (\$100.00) OR BY IMPRISONMENT FOR NOT MORE THAN SIX (6) MONTHS (M.G.L. C. 275, § 4).

Doucette, Elizabeth

From: Laura Blumberg <blumberglrc@yahoo.com>
Sent: Thursday, August 02, 2018 8:23 PM
To: Doucette, Elizabeth
Cc: Kimberly Yaari; Lauren Kaplan
Subject: Fw: Fwd: Yard Sign locations for Congregation Or Atid
Attachments: congregationoratid yard signs.pdf

Dear Elizabeth

Congregation Or Atid would like to formally request permission from the Wayland Board of Selectmen to put up lawn signs announcing our school registration from August 10th through September 10th at the following four locations:

Below the permanent signs at Station Two in Cochituate, Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill, and Town Center (corner of Routes 20 and 27).

The signs will be approximately 24 inches by 18 inches, and an image of the sign is attached to this email. Please let me know if you need any other information to bring this request forward to the Board of Selectmen.

Sincerely,

Laura Blumberg

President, Congregation Or Atid



Register Now!

1st Year Free For K-3

No Temple Membership Required

www.congregationoratifid.org

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM JULY 20, 2018, THROUGH AND INCLUDING AUGUST 2, 2018, OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR AUGUST 6, 2018

Items distributed to the Board of Selectmen – July 20, 2018-August 2, 2018

None

Items distributed for information and use by the Board of Selectmen at the Meeting of July 23, 2018

None

Items included as part of Agenda Packet for discussion during the August 6, 2018 Board of Selectmen's Meeting

- 1. Procedure for Liquor License Hearing**
- 2. Liquor License Hearing re: Violation of China Rose Restaurant, 15 East Plain Street**
- 3. Liquor License Hearing re: Violation of Wayland Variety and Deli, 70 Boston Post Road**
- 4. Liquor License Hearing re: Violation of Wayland Country Club, 121 Old Sudbury Road**
- 5. Incident Report from Patrick Swanick, Police Chief to Nan Balmer, Town Administrator dated July 11, 2018, re: Liquor Compliance Violations**
- 6. Memorandum from Patrick Swanick, Police Chief to Nan Balmer, Town Administrator dated July 12, 2018, re: China Rose Violation Recommendation**
- 7. Memorandum from Patrick Swanick, Police Chief to Nan Balmer, Town Administrator dated July 12, 2018, re: Wayland Variety & Deli Violation Recommendation**
- 8. Memorandum from Patrick Swanick, Police Chief to Nan Balmer, Town Administrator dated July 12, 2018, re: Wayland Country Club Violation Recommendation**
- 9. Memorandum from Nan Balmer, Town Administrator to Jaisy Deng, China Rose, LLC dated December 9, 2014 re: Decision of Board of Selectmen**
- 10. Memorandum from Frederic E. Turkington, Town Administrator to Pankaj Patel, Wayland Variety and Deli Corp. dated November 19, 2012 re: Decision of Board of Selectmen**
- 11. Board of Selectmen's Policy on the FY2020 Budget Process**
- 12. DRAFT FY2020 Budget Schedule and Process dated August 6, 2018**
- 13. Announcement: Opening of Special Town Meeting November 13, 2018 Warrant**
- 14. Town Meeting Article Request Forms for Town Sponsoring Body**
- 15. Warrant Article Process: Guide for Petitioners**
- 16. 2018 Special Town Meeting Schedule**
- 17. Public Notice from Finance Committee: Special Town Meeting Warrant Article Workshop, September 5, 2018**
- 18. List of Potential Articles for November 13, 2018 Special Town Meeting**
- 19. Town Administrator Employment Contract**
- 20. Town Administrator's Report for week ending August 3, 2018**

- 21. Memorandum from Elizabeth Doucette, Assistant Town Administrator to Board of Selectmen dated July 16, 2018 re: Fiscal Year 2018 Legal Expenses by Matter**
- 22. Calendar of upcoming Board of Selectmen meeting dates**
- 23. Board of Selectmen meeting minutes (draft) for July 9, 2018**
- 24. Board of Selectmen meeting minutes (draft) for July 16, 2018**
- 25. Board of Selectmen meeting minutes (draft) for July 23, 2018**
- 26. Email correspondence for Consent for Sign Boards to David Porter from Emily Kristofek WCPA, dated July 30, 2018**
- 27. Local Initiative Program Application with attachments for Local Action Units for 11 Hammond Road Affordable Housing**
- 28. Email correspondence for Consent for Sign Boards to Elizabeth Doucette from Laura Blumberg Congregation Or Atid, dated August 2, 2018**

BOARD OF SELECTMEN
Monday, August 6, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

CORRESPONDENCE

1. Correspondence from Eversource Energy to Board of Selectmen dated July 25, 2018 re: Edgewood Road, Wayland, MA W.O. #2271510
2. Correspondence from Carmine L. Gentile, State Representative, 13th Middlesex District, State House, Boston to Board of Selectmen dated July 23, 2018 re: Monthly Minimum Reliability Charge (MMRC); Renewable Energy
3. Email correspondence from Mary Cecconi, Legislative Director, Office of Representative Alice H. Peisch, Chairwoman, Joint Committee on Education, State House to Lea Anderson, Chair Board of Selectmen dated July 24, 2018 re: Eversource's Demand Charge
4. Correspondence from Fred Knight, Chair of WWMD C dated July 20, 2018 re: Creating a Water – Wastewater Department
5. Correspondence from Stephen E. Marsters, Jr., KP Law to Civil Clerk, Middlesex Superior Court, 200 Trade Center, Woburn, MA 01801 dated July 23, 2018 re: Revoli Construction Co., Inc. v. Town of Wayland, Middlesex Superior Court, C.A. No. 1881CV01970
6. Letter from Aida Gennis, Chair, Board of Library Trustees to Lea Anderson, Chair Board of Selectmen dated July 19, 2018 re: WFPL – letter to Board of Selectmen regarding Town Manager Special Act
7. Town of Wayland Board of Health Director's Report dated July 16, 2018
8. Letter from Dennis J. Berry, Attorney at Law to Carolyn Murray, Esq., KP Law dated July 18, 2018 re: Wayland Reconsideration Bylaw
9. Correspondence from Margaret J. Hurley, Assistant Attorney General Chief, Central Massachusetts Division to Carolyn M. Murray, Esq., KP Law dated August 1, 2018 re: Extension of 90-day review of Article 32 Wayland ATM of April 2, 2018 Case # 8859
10. Correspondence from Margaret J. Hurley, Assistant Attorney General Chief, Central Massachusetts Division to Beth R. Klein, Town Clerk dated August 1, 2018 re: Wayland ATM of April 2, 2018 Case # 8859, Warrant Articles #32 and #33 (Zoning, Warrant Articles #6 and #36 (General)
11. Town of Wayland Council On Aging Board Director's Report dated July 2018
12. Correspondence from George H. Harris, Attorney at Law to Carrie M. Benedon, Director, Division of Open Government, Office of the Attorney General dated August 1, 2018 re: Open Meeting Law Complaint dated June 4, 2018 – Wayland zoning Board of Appeals